

SPECIAL MEETING

**City of Hayward
777 B Street
Hayward, CA 94541**

Council's Airport Committee Meeting

**Thursday, May 31, 2007
5:30 p.m.
Work Session Room 2A**

A G E N D A

5:30 p.m. Call to Order - Pledge of Allegiance

Public Comments: (The PUBLIC COMMENTS section provides an opportunity to address the Committee on items listed on the agenda, as well as other items of interest. The Committee welcomes your comments under this section, but is prohibited by State law from discussing items not listed on the agenda. Your item will be taken under consideration and referred to staff.)

- 1. Approval of January 27, 2007 Summary Minutes**
- 2. Recommendation for Updated Airport Rules & Regulations and Minimum Standards**
- 3. Discussion of Market Rent Study**
- 4. Consideration of a Special Meeting for Discussion of FBO Development on Airport's South Side**
- 5. Future Agenda Items**

Distribution:

Mayor and City Council
City Manager
Assistant City Manager
City Attorney
Public Works Director

City Clerk
FAA Tower Manager
Airport Tenants
FBO's
Primary Documents Steering Committee

Daily Review
Interested Parties
Post

Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Interested persons must request accommodation at least 48 hours in advance of the meeting by contacting the Airport Manager at (510) 293-8678 or TDD (510) 293-1590.



COUNCIL AIRPORT COMMITTEE

Summary Minutes for January 25, 2007

CALL MEETING TO ORDER

Council Member Henson called the meeting to order at 5:32 p.m. with Council Member Halliday and Council Member Quirk present.

City staff: Jesús Armas, City Manager
Robert Bauman, Director of Public Works
Brent Shiner, Airport Manager
Ross Dubarry, Airport Operations Manager
Jenny Donnelley, Admin Analyst I

Members of the public present:

John Kyle	Brad Busam	Jeff Kohlman
Ron Peck	Robert Pinedo	Dianna Bogue
Bud Field	Kyra Busam	Lisa Gudjohnsen
John Neath	Norman Ramirez	Robert Coutches
John Conway	Scott Briggs	Cassandra Weidmann
Gary Briggs	Le Gray	

PUBLIC COMMENTS:

Mr. John Kyle expressed his concerns regarding a Czechoslovakian military training aircraft that recently landed and departed the Airport.

1. Approval of Summary Minutes – October 26, 2006 Meeting

Summary Minutes were approved as submitted.

2. Review of Updated Airport Rules & Regulations and Minimum Standards

Airport Manager, Brent Shiner, presented the staff report. Mr. Shiner introduced Jeff Kohlman from Aviation Management Consulting Group (AMCG), retained by the City to work with Airport staff updating the Rules & Regulations and Minimum Standards. Mr. Shiner outlined the scope of the project and reported that the Primary Documents Working Group (consisting of pilots, aviation business owners/operators, representatives from the Longwood/Winton Grove area, two general aviation airport managers, and Airport staff) has reviewed and revised, as needed, the final draft documents, and the City Attorney's Office has reviewed them.

Following review of the documents by the Council Airport Committee, the entire draft document will be available to all airport tenants/users. The draft document will be posted on the City's website, as well as AMCG's website, for at least thirty days for review and comment. Following a final review by the Primary Document Working Group, staff anticipates presenting the *final* documents to the Council Airport Committee at the April quarterly meeting. Approval of the Airport Code, Rules & Regulations and Minimum Standards will include the City Council's adoption of an ordinance titled the "Airport Code."

In conclusion, Mr. Shiner added, these updated documents are important because they give the City the opportunity to require that entities comply with all the regulatory measures set forth by the City, the County and the Federal Aviation Administration (FAA).

Councilmember Halliday questioned the "Rights Reserved" section of the Minimum Standards regarding the word "others." The Airport Manager explained that "others" would be anybody on the airport not designated as a tenant or business owner. She then asked if there were any controversial issues brought up by the Working Group. Mr. Shiner responded that there were debates, discussions, and compromises. One Working Group discussion resulted in the addition of an appeals process.

Councilmember Quirk asked if there was a way to ensure that the tax from aircraft sales by a Fixed Based Operator (FBO) stays in Hayward or California. City Manager, Jesús Armas, responded that the City already receives a portion of property taxes assessed by the County Assessor's office on Hayward based aircraft. Sales tax, on the other hand, could be addressed in future lease negotiations in a provision requiring a "good faith" effort by the business owner be exercised to have the sales tax transactions recognized in the City of Hayward. Council Member Quirk expressed his approval of the Minimum Standards.

Councilmember Henson inquired about the process of starting a new business at the Airport as it pertains to the Minimum Standards. Mr. Armas responded that when a potential Fixed Based Operator (FBO) submits the required business plan, the City Manager's Office would evaluate it and offer its comments to the Council Airport Committee before giving it to the full Council. This would also give interested parties an opportunity to comment.

Councilmember Henson asked what the role of the FAA was regarding the Minimum Standards. The Airport Manager responded that the FAA reviews the Minimum Standards to ensure that the Airport is not granting exclusive rights to any FBO. The City Manager added that the FAA also looks at the Rules and Regulations to make sure there are no conflicts with existing FAA regulations.

Mr. Ron Peck, attorney representing the Hayward Jet Center and Atlantic Aviation, two FBO's on the Airport, asked the Committee for its full support and recommendation of the Rules and Regulations and Minimum Standards to the full Council.

3. Status Report on Helicopter Arrival and Departure Procedures Study

The Airport Manager, Brent Shiner, reported that, after working with the FAA for many months, it has denied the City's request for a Letter of Agreement (LOA) with the FAA and Helicopter pilots, outlining operational adherence to the newly developed helicopter noise abatement procedures. However, the FAA has reviewed and provided written acceptance of the arrival and departure procedures, as proposed by the Helicopter Working Group. Airport staff is preparing final printing of the helicopter abatement procedures brochure for distribution to all helicopter pilots and operators. Mr. Shiner proceeded to explain the newly developed helicopter arrival and departure procedures.

Councilmember Halliday commented that she appreciated staff's work on this project and noted that helicopter noise complaints to her office have significantly decreased.

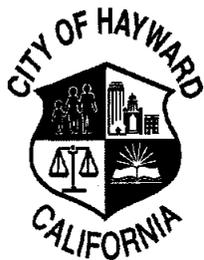
Lisa Gudjohnsen reported she noticed a decrease in helicopter noise over her neighborhood in San Lorenzo.

AGENDA BUILDING

1. Presentation by Councilmember Henson on newly developed very light jets, (VLJ's).
2. Report by Councilmember Henson on NOISE, another group concerned with noise issues.
3. Discussion on how the Rates and Charges were established at the Airport.

ADJOURNMENT

Before the meeting was adjourned, the Committee thanked outgoing Airport Manager, Mr. Shiner, for his hard work and dedication over the years and wished him luck in his future endeavors. The meeting adjourned at 6:58 p.m.



CITY OF HAYWARD
STAFF REPORT

AGENDA DATE 05/31/07

AGENDA ITEM 2

TO: Council Airport Committee

FROM: Director of Public Works

SUBJECT: Recommendation for Updated Airport Rules & Regulations and Minimum Standards

RECOMMENDATION:

It is recommended that the Committee concur with Staff recommendation that the Airport Rules & Regulation and Minimum Standards be adopted

To facilitate updating the Airport Rules & Regulations and Minimum Standards for the Hayward Executive Airport, the City entered into a professional services agreement with "Aviation Management Consulting Group" (AMCG). To date, AMCG has examined and distributed several drafts of the primary documents, which included Airport Rules and Regulations and the Minimum Standards. The consultant compiled a wide-range of constructive airport data. Following completion of the written survey, situational analysis, objectives and strategies report, a draft of the Airport Code, Rules & Regulations and Minimum Standards was distributed to the Working Group. The consultant then conducted additional outside research and interviews with each of the Fixed Base Operators (FBOs). All of the draft documents were circulated to the Working Group and, subsequent to their review and input, revised as necessary and forwarded to the City Attorney's Office for evaluation and legal assessment.

On February 7, following the January 26th Council Airport Committee meeting, a letter was sent to all Airport tenants, pilots, users and interested parties informing them that a draft of the Primary Guiding Documents would be available for public comment for a period of 30 days. The City and AMCG each provided a link on their respective websites for viewing the documents online. Printed copies of the draft documents were also available at the Airport Administration office. The 30 day deadline for submission of public comments was March 8, 2007. Airport staff received five responses and AMCG received none. After all comments were reviewed and summarized by the consultant, they were evaluated by the Working Group. A final Working Group meeting was held at the Airport Administration office to evaluate all comments received. By consensus, the Working Group determined that several comments were beneficial and incorporated the comments into the document, specifically in Section 54 – City Hangars and Tiedowns and Section 76 K - Specialized Aviation Service Operator ("SASO") – Definitions - Private Flying Club. After this final Working Group meeting, a recently organized Airport Tenant Group identified a few additional revisions in Section 54, which staff has shared with the Working Group and incorporated in the final draft. The attached final draft of the proposed Airport Code, Rules & Regulations and Minimum Standards has all of the recommended

changes shaded or crossed out and it should be noted that none of the changes are substantial in nature and generally relate to existing permitted uses that will be allowed to continue.

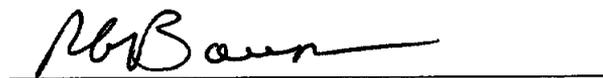
It is proposed that final approval will take the form of City Council's adoption of an ordinance titled the "Airport Code." The ordinance will serve as the means to enforce the Rules and Regulations and Minimum Standards. This project is strictly an update focusing on operational rules and regulations and minimum standards for commercial aviation businesses.

Prepared by:



Ross Dubarry, Acting Airport Manager

Recommended by:



Robert Bauman, Director of Public Works

Approved by:



Jesús Armas, City Manager

Attachment: Final Draft Dated May 31, 2007 - Airport Code, Rules & Regulations and Minimum Standards

FINAL DRAFT
May 31, 2007

City of Hayward

Hayward Executive Airport



Including (by reference):

**Airport Rules & Regulations
and
Airport Minimum Standards**

HAYWARD EXECUTIVE AIRPORT

AIRPORT CODE

Governing use of Hayward Executive Airport

Division of Public Works

(Adopted by Ord. No. 07-xxx C.S., adopted _____, 2007)

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AIRPORT RULES & REGULATIONS:

Are Incorporated in this Ordinance by Reference Section(s) 30 to 59

AIRPORT MINIMUM STANDARDS:

Are Incorporated in this Ordinance by Reference Section(s) 60 to 89

HAYWARD EXECUTIVE AIRPORT

AIRPORT CODE

1. **TITLE**. This Ordinance No. 07-____ C.S., adopted by City Council on _____, 2007, may be cited and shall be known as the Hayward Executive Airport Code (Code). The Airport is within the City limits and the entire Hayward Airport Code applies to the Airport.

2. **STATEMENT OF POLICY**. (A) It is the intent of the City to: (1) plan, manage, operate, finance, and develop the Airport to ensure its long-term financial health and protect and promote the health, safety, security, and general welfare of the public consistent with all applicable Regulatory Measures; and (2) encourage the development and operation of General Aviation businesses and the provision of quality aviation products, services, and facilities to the public at the Airport. (B) As set forth by the Federal Aviation Administration (FAA), by way of its Airport Assurances, any airport developed with federal grant assistance is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on fair and reasonable terms and without unjust discrimination.

3. **GOVERNING BODY**. The Hayward Executive Airport (Airport) is owned and operated by the City of Hayward (City), and governed by and through the Hayward City Council (Council). The authority to grant the occupancy and Commercial use or development of Airport land or Improvements, the right to engage in any Commercial Activity or Aeronautical Activity at the Airport, and to approve, adopt, amend, or supplement any Agreement, policy or practice relating thereto, including this Code, is expressly reserved to the Council or its designated representative.

4. **EFFECTIVE DATE**. Unless repealed by the City, this Code shall be in effect and shall remain in effect from the date of adoption by the City.

5. **AIRPORT MANAGEMENT**. The Airport Manager is responsible for the operation, management, maintenance, and security of the Airport and all City owned and operated Airport land, Improvements, facilities, Vehicles and equipment. The City has authorized and directed the Airport Manager to: (A) Interpret, administer, and enforce Agreements and this Code and to permit, where appropriate, temporary, short-term occupancy or use of certain Airport land or Improvements; and (B) Obtain and receive copies of all licenses, permits, certifications, ratings, Certificates of Insurance, and other documents required to be provided to or filed with the City under this Code.

6. **AUTHORITY TO ADOPT**. All of the provisions of this Code are promulgated under the authority granted to the City Manager in Article 2, Section 2-2.01(e) of the Hayward Municipal Code which specifically grants the City Manager the "power and duty to make such rules and regulations as he may deem necessary for the administration of affairs of the City of Hayward".

7. COMPLIANCE WITH REGULATORY MEASURES. All entities occupying or using, engaging in an Aeronautical Activity on, or developing Airport land or Improvements shall comply, at the entity's expense, with all applicable Regulatory Measures including, without limitation, those of the federal, state, and local government and any other Agency having jurisdiction over the Airport, the businesses operating at the Airport, and the activities occurring at the Airport including the United States Department of Transportation, the United States Department of Homeland Security (DHS), Transportation Security Administration (TSA), the FAA, the State of California (State), Alameda County (County), the City of Hayward, and this Code; all as may be in effect and amended from time to time.

8. REPEAL OF PRIOR REGULATORY MEASURES. All Airport minimum standards and rules and regulations previously enacted and any other City ordinance or resolution in conflict with this Ordinance are hereby repealed.

9. AMENDMENTS. (A) This Code may be supplemented, amended, or modified by the City from time to time and in such a manner and to such extent as is deemed appropriate by City. (B) The City may issue special rules, regulations, notices, memorandums, directives, covenants, restrictions, or conditions from time to time as is deemed appropriate by the City. (C) The City shall provide for public notification of pending amendments (other than minor administrative changes) to this Code in order to provide the opportunity for public comment and input by Operators, Lessees, Sublessees, consumers, users, and the community.

10. ENFORCEMENT. (A) The City shall be responsible for enforcement of this Code. (B) The Airport Manager is empowered to require compliance with and enforce this Code. (C) Any person and/or entity who violates, disobeys, omits, neglects or refuses to comply with this Code or any lawful order issued pursuant thereto may be cited, removed from the Airport, denied the use of the Airport, and/or prevented from engaging in Activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the City including, but not limited to, actions for declaratory relief, injunctive relief, specific performance, and damages.

11. RIGHTS RESERVED. In addition to the following rights and privileges, the City reserves the rights and privileges outlined under federal and/or state Airport Assurances as such rights and privileges may be amended from time to time.

- A. The City reserves and retains the right for the use of the Airport by others who may desire to use the same pursuant to applicable Regulatory Measures pertaining to such use.
- B. The City further reserves the right to designate specific Airport areas for Activities in accordance with the currently adopted Airport Layout Plan (ALP) as may be amended from time to time. Such designation shall give consideration to the nature and extend of current and/or future Activities and the land and/or Improvements that may be available and/or used for specific Activities and shall be consistent with the safe, orderly, and efficient use of the Airport.
- C. The ALP reflects an agreement with the FAA regarding the proposed allocation of Airport land and/or Improvements to specific uses and/or development. It is the policy of the City that any use, occupancy, construction, or modification of land and/or improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, orderly, or efficient use of the Airport. While the City may

consider making application to the FAA for approval of the revision of the ALP on behalf of a prospective Operator, nothing contained in this Code shall require or obligate the City to make such application.

- D. The City reserves the right to develop and make any improvements and/or repairs at (or to) the Airport that it deems necessary. When possible, the City will provide advance notice of the date and time that such development, improvements, and/or repairs will be made. The City shall not be obligated to reimburse or compensate any Operator, Sublessee, or other entity for any expense incurred or loss of revenue (or inconvenience) that may result from such development, improvement, and/or repair.
- E. The City reserves the right to prohibit any person or entity from using the Airport or engaging in Activities at the Airport (and/or revoke or suspend any privileges granted to any person or entity) upon determination by the City that such person or entity has not complied with this Code, any other applicable Regulatory Measure, any other directives issued the City, or has otherwise jeopardized the safety of persons or entities utilizing the Airport or the land and/or Improvements located at the Airport.
- F. The City reserves the right to lease the Airport or portions thereof during war or national emergency to the United States government for military use. If such Agreement is executed, the provisions of such Agreement including, without limitation, the City's obligations and the Operator's obligations, to the extent that they are inconsistent with said Agreement, shall be suspended.
- G. The City will not enter into an Agreement that will require the City to relinquish the right to take any action the City considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent an entity from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to Aircraft.
- H. The City will not enter into an Agreement that requires the City to waive any sovereign, governmental, or other immunity to which the City may be entitled nor shall any provision of any Agreement be so construed or that would require the City to submit to the laws of any state other than those of the state of California.
- I. The City is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development proposed by a prospective Operator.
- J. While the City may choose to pursue federal, state, or other available funds to contribute to the development of the Airport, the City is under no obligation to do so. In addition, the City is under no obligation to provide matching funds if required to secure such funding.
- K. The City reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of City to preserve and protect the assets of the City, the safety and integrity of the City's mission, vision, values, and facilities, and those who work at and use the Airport.

12. RESPONSIBLE PARTY. Any person accessing or using the Airport shall be responsible for their actions and all actions of any person to whom they provide or facilitate access, whether directly or indirectly.

13. CIVIL RIGHTS. No person shall, in the use of the Airport or any of the Improvements located thereon, discriminate or permit discrimination against any other person or group of persons on the basis of race, color, religion, sex, age, disability, or national origin in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation and Title VI of the Civil Rights Act of 1964.

14. PROHIBITING USE OF THE AIRPORT. The Airport Manager shall have the right at any time to close the Airport or any portion thereof to air traffic to prohibit Aircraft landing and/or taking off at any time and under any circumstances, to delay or restrict any flight or other Airport operation, or to deny the use of the Airport to any person or group when the Airport Manager considers such actions to be necessary and desirable in the interest of safety or when any Section of the Code herein set forth is violated. **(A)** The Airport Manager may prohibit Aircraft operations (except for emergency landings) when it is determined that conditions are unsafe or the Aircraft operation would likely endanger persons or Property. **(B)** The Airport Manager, a designated representative of the Airport Manager, or the FAA may issue a NOTAM to close or open the Airport (or any portion thereof) or to terminate or restrict an activity on or at the Airport. **(C)** Under no circumstances shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, loss of revenue, or damage incurred by any Operator, Lessee, or any other entity.

15. RENTALS, RATES, FEES AND CHARGES FOR USE OF AIRPORT. The rentals, rates, fees and charges for use of the Airport and its public facilities which are not identified under a properly authorized written Agreement with the City, shall be those specified in the City's Resolution adopting a Master Fee Schedule relating to fees and charges for departments in the City of Hayward.

16. RESTRICTED AREAS. Access into a Restricted Area, which includes the Airport Operations Area (AOA), Aircraft Movement Areas (AMA), and non-Aircraft Movement Areas is limited to the following persons:

- a. Authorized Employees of the Airport.
- b. Lessees and Sublessees
- c. Owners/operators of Aircraft based at the Airport
- d. Owners/operators of transient Aircraft located on the Airport
- e. Commercial Operators, vendors, or contractors and their designated Employees having a need, as determined by the Airport Manager, to conduct business on the Airport.
- f. Agencies required in support of an Emergency Plan
- g. Employees of or representatives of the FAA or TSA
- h. Persons with the prior authorization of the Airport Manager
- i. Persons under appropriate supervision (or escort) by authorized persons or Employees of the Airport

Any person who is not authorized to be in a Restricted Area shall leave the area by the nearest established exit point when asked to do so by any other person who is authorized to be in the area.

17. PERSONAL CONDUCT and BEHAVIOR. (A) No person shall make, possess, use, offer for sale, pass, and/or deliver any forged or falsely altered pass, permit, identification, card, sign, and/or other authorization purporting to be issued by or on behalf of the Airport. (B) No person shall use or otherwise conduct himself upon any portion of the Airport in any manner contrary to the posted or otherwise visually indicated directions applicable to that area. (C) Destroying, damaging, injuring, defacing, disturbing, or tampering with Property on the Airport is prohibited. Any person who causes damage to Property on the Airport shall be liable for such damage. (D) Loitering or loafing on the Airport or in any public building on the Airport is prohibited.

18. ABANDONED or DERELICT VEHICLES and AIRCRAFT.

- A. The Airport Manager may immediately remove (e.g., tow) any Vehicle, Aircraft or other Property from any area of the Airport, including Leased Premises, which causes or constitutes or reasonably appears to cause or constitute an imminent or immediate danger to the health or safety of the persons using the Airport or a significant portion thereof. The expenses of such removal, such as towing charges and any storage fees, shall become a lien chargeable to the owner of said motor Vehicle, Aircraft, or other Property. Said owner (if identified by City) shall be notified of the removal, towing and storage of said motor Vehicle, Aircraft, or other Property by certified or registered mail with a five (5) day return receipt requested, sent to the owner's address known (if known) to the Airport Manager, within three (3) days of said removal, towing and storage.
- B. The Airport Manager may direct the removal (e.g., towing) of any Vehicle, Aircraft or other Property from any area of the Airport, including Leased Premises, which causes or constitutes a nuisance or which is disabled, Abandoned, Derelict, or in violation of the Code, but which does not appear to cause or constitute an imminent or immediate danger to the health or safety of persons using the Airport. Removal or towing shall follow upon issuance and exceedance of the Airport's 30-day time limit "*Warning*" notice prominently posted on the Vehicle, Aircraft or Property and subsequent exceedance of the Airport's 72-hour time limit "*Violation*" notice prominently posted on the Vehicle, Aircraft or Property.

The Airport Manager may take whatever action is deemed appropriate to remove and/or dispose of the Vehicle, Aircraft or Property. Such action shall be at the risk and expense of the Owner of the Vehicle, Aircraft or Property and without any liability to the City for damage that may result from such removal, towing and/or disposal.

19. AIRPORT OPERATIONS AREA (AOA). The Airport Operations Area (AOA) shall include the Aircraft Movement Area (see also Section 52 of Airport Rules & Regulations), non-Aircraft Movement Areas, Aprons, loading ramps, safety areas, and all portions of the Airport designed and used for landing, taking off or surface maneuvering of Aircraft. The AOA shall encompass both the Aircraft Movement Area and non-Aircraft Movement Areas. The AOA includes the runways, taxiways, ramps, aprons, helipads or hovering routes and tie-down areas or any adjacent areas. **(A)** The Airport Manager may restrict Vehicles to a certain portion(s) or segment(s) of the AOA. Such restrictions shall prohibit Vehicle operators outside designated areas. **(B)** Use of radio-controlled model airplanes or cars is not permitted on the AOA. **(C)** Use of go-carts, roller blades and skate boards is not permitted on the AOA unless permission is received from the Airport Manager.

20. AIRCRAFT MOVEMENT AREA (AMA). No person shall take or drive any Vehicle on the Aircraft Movement Area (AMA) unless permission has been granted in an Agreement or obtained from the Airport Manager (see also Section 53 of Airport Rules & Regulations). Vehicle Operators having access to the Aircraft Movement Area shall comply with the Letter of Agreement (LOA) between the Airport and ATC regarding conducting air traffic and ground control services on the AMA of the Airport. Vehicle Operators shall obtain clearance from ATC and ensure that no Aircraft is approaching prior to entering the AMA. **(A)** All Vehicles operating in the AMA on a regular basis shall be painted and marked in an appropriate manner and be equipped with an approved an fully operational amber or red (Emergency Vehicles only) rotating, flashing or steady beacon on the roof or uppermost point of the Vehicle providing 360 degree view. **(B)** All Vehicles operating in the AMA shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies used by ATC at the Airport. In the event a Vehicle in the AMA experiences radio failure, the Vehicle must vacate the area utilizing perimeter roadways or other non-controlled routes. If exit via a non-controlled route is not possible, the Vehicle Operator shall indicate radio failure by facing the Vehicle towards the control tower and flashing the Vehicle's headlights. Thereafter, the Vehicle Operator shall operate the Vehicle in accordance with the standard colored light signal directions given by ATC.

21 - 29. [RESERVED]

Section(s) 30 to 59 of Rules & Regulations are adopted within this Ordinance by Reference and

Section(s) 60 to 89 of Minimum Standards are adopted within this Ordinance by Reference

City of Hayward

Hayward Executive Airport

Rules & Regulations



HAYWARD EXECUTIVE AIRPORT

RULES and REGULATIONS

(As Adopted by Reference in Ord. No. 07-xxx C.S., adopted _____, 2007)

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HAYWARD EXECUTIVE AIRPORT

RULES AND REGULATIONS

(As Adopted by Reference in Ord. No. 07-xxx C.S., adopted _____, 2007)

30. PURPOSE. These Rules and Regulations, and any amendments thereto, are designed to protect the public health, safety, interest, and general welfare of the Operators, Lessees, consumers, and users of the Hayward Executive Airport (Airport) and its surrounding communities and to restrict or prevent any activity or action which would interfere with the safe, orderly and efficient use of the Airport by its Operators, Lessees, consumers and users. These Rules and Regulations include all provisions in Ordinance No. 07-xxx C.S., Adopted _____, 2007, which may be cited and shall be known as the Hayward Executive Airport Code (Code). The Airport is within the City limits and the entire Hayward Municipal Code applies to these Rules and Regulations.

31. APPLICABILITY AND CONDITIONAL USE OF AIRPORT. Any permission granted directly or indirectly, expressly or by implication, to any entity to enter upon or use the Airport (including Aircraft Operators; Vehicle Operators; Aircraft crewmembers and passengers; spectators and sightseers; occupants of private and Commercial Vehicles; officers, employees and customers of Operators and Lessees; entities doing business with the City and/or Airport Manager, its contractors, subcontractors, and licensees; and all other entities whatsoever) is conditioned upon: **(A)** Assumption of responsibility by every entity exercising or taking advantage of such permission; and **(B)** Full and complete compliance with these Rules and Regulations and all applicable Regulatory Measures.

32. VIOLATION and PENALTY REVIEW PROCESS. Persons or entities found in violation of the Airport Code, or of these Rules and Regulations, or any order or directive of the Airport Manager related thereto, and duly notified in writing of such violation advising that said person or entity shall be subject to a penalty (e.g., eviction or denial of access to all or portions of the Airport) if the violation is not corrected within the timeline identified, such person or entity may appeal the Airport Manager's decision by submitting a written request to the Director of Public Works for the City of Hayward. Such request shall detail the circumstances surrounding the alleged infraction. Requests for review and/or appeal of the Airport Manager's decision, shall be processed in the following manner:

Step 1 – The accused person or entity shall submit a written report/appeal to the Director of Public Works within seven (7) working days after receiving written notification by the Airport Manager of the alleged violation and pending enforcement of the alleged violation.

Step 2 – The Director of Public Works shall then examine all pertinent facts and details to determine whether or not to uphold the Airport Manager's decision (including any eviction, denial of Airport privileges, restrictions or limited use of the Airport) and shall notify the appellant of the findings. The Director of Public Works shall have fourteen (14) working days from date of receipt of the report/appeal in which to respond. If the decision of the Airport Manager is either upheld, retracted, or modified by the Director of Public Works, the person/entity shall be notified in writing of the decision.

Step 3 – If the offending person or entity is not satisfied with the decision handed down by the Director of Public Works, then that party has seven (7) working days from the date said person or entity received the decision by the Director of Public Works, to present their report/appeal to the City Manager for further review. The City Manager shall have twenty-one (21) working days from the date received to respond. If the decision of the Director of Public Works is upheld, retracted, or modified by the City Manager, the person or entity shall be notified in writing of this decision. The decision of the City Manager shall be final.

33. GENERAL.

A. Entry Upon or Use of Airport.

1. Entry upon the Airport shall be made only at locations designated by the Airport Manager.
2. Nothing herein contained shall be construed to limit the use of any area of the Airport by Employees of the Airport, approved Airport contractors, or to prevent any Police Department personnel or Fire Department personnel from acting in their official capacity.

B. Restricted Areas.

1. Access into a Restricted Area, which includes the Airport Operations Area (AOA), Aircraft Movement Areas (AMA), and non-Aircraft Movement Areas, is limited to the following persons:
 - a. Authorized Employees of the Airport.
 - b. Lessees and Sublessees
 - c. Owners/operators of Aircraft based at the Airport
 - d. Owners/operators of transient Aircraft located on the Airport
 - e. Commercial Operators, vendors, or contractors and their designated Employees having a need, as determined by the Airport Manager, to conduct business on the Airport.
 - f. Agencies required in support of an Emergency Plan
 - g. Employees of or representatives of the FAA or TSA
 - h. Persons with the prior authorization of the Airport Manager
 - i. Persons under appropriate supervision (or escort) by authorized persons or Employees of the Airport
2. Any person who is not authorized to be in a Restricted Area shall leave the area by the nearest established exit point when asked to do so by any other person who is authorized to be in the area.

C. Security.

1. Security gates that provide access to the AOA shall be kept closed and locked at all times except when actually in use.
 - a. It shall be the responsibility of all Operators/Lessees to see that all gate chains and doors and other public safeguards are continually and conscientiously used in a manner so as to protect all persons.
 - b. If, as a result of FAA findings, a breach of security is determined at the location of one of these gates controlled by an Operator/Lessee and a fine is imposed, the Operator/Lessee responsible for the gate shall be assessed for the same amount.

2. Vehicle Operators shall stop at the Vehicle gate and allow the gate to fully close before proceeding. The Vehicle Operator shall also ensure that no other Vehicles or persons gain access to the Airport while the gate is in the process of closing or not fully closed. If the Vehicle Operator cannot prevent such access, the Vehicle Operator shall immediately notify the Airport Manager at 510-293-8678 between 8:00 a.m. to 5:00 p.m. Monday through Friday or after hours at 1-800-409-3794.
 - a. Tampering with, interfering with, or disabling a lock or closing mechanism or breaching any other securing device at the Airport is prohibited.
 - b. Persons who have been provided either a code or device for the purpose of obtaining access to a Restricted Area shall only use Airport issued codes/devices and shall not divulge, duplicate, or otherwise distribute the same to any person unless the Airport Manager provides prior written permission.
 - c. Persons who fail to comply with these provisions may be denied access to the Airport (have access or driving privileges revoked) and/or be fined or penalized consistent with any fines or penalties that may be imposed by the City.

D. Commercial Activities.

1. Prior to engaging in a Commercial Aeronautical Activity, entities must obtain an Airport Business Temporary Permit from the City describing the terms and conditions of said Activity. The Permit process is described in Section 80 of the Airport's Minimum Standards. A copy of the Airport's Minimum Standards can be obtained from the office of the City Clerk, or the Airport Manager.
2. Entities engaging in Commercial Aeronautical Activities must adhere to the Airports Minimum Standards.
3. Entities basing or otherwise maintaining an Aircraft at the Airport shall not permit said Aircraft to be used for a Commercial Activity unless such Commercial Activity is expressly authorized by Agreement with the City.
 - a. Notwithstanding the foregoing, such Aircraft may be used by the Aircraft owner for the purpose of training or otherwise maintaining or increasing the flying proficiency of the Aircraft owner or members of that persons immediate family.

E. Self-Servicing.

1. In accordance with the Airport's Storm Water Management Plan (SWMP), Aircraft Operators are permitted to fuel, wash (only at City-approved washing stations), repair, or otherwise service their own based Aircraft (utilizing their own Equipment), provided there is no attempt to perform such services for others and further provided that such right is conditioned upon compliance with these Rules and Regulations and all other applicable Regulatory Measures.

2. An Aircraft Operator may hire an individual (as an Employee) to provide, under the direction and supervision of the Aircraft Operator, services on the Operator's Aircraft.
 - a. Such services may only be provided by a direct Employee of the Aircraft Operator utilizing the Vehicles and Equipment owned by the Operator.
 - b. Otherwise, Aircraft Operators are only permitted to have their Aircraft fueled, washed, repaired, or painted by those Operators and Lessees authorized to provide such service pursuant to an Agreement with the City.

F. Accidents or Incidents.

1. Any person involved in or witnessing an Aircraft or Vehicle Accident on the Airport resulting in any injury (or death) to person or damage to Property shall remain at the scene and immediately call "911" and notify the Airport Manager at 510-293-8678 between 8:00 a.m. to 5:00 p.m. Monday through Friday or after hours at 1-800-409-3794 and provide all pertinent information as requested.
 - a. No person shall tamper with an incident/Accident scene or fail to comply with any directive issued by the Airport Manager, the Police Department, the Fire Department, or any other Agency having jurisdiction over the incident Accident scene.
 - b. Unauthorized entry into Aircraft Movement Areas to access an incident/Accident scene is prohibited.

G. Solicitation, Picketing, and/or Demonstrations.

1. Conduct of or participation in solicitation, picketing, parading, marching, patrolling, demonstrating, sit-downs, and/or assembling, carrying, distributing, or displaying pamphlets, signs, placards, or other materials on the Airport is prohibited without prior written permission of the Airport Manager.
2. Those acts approved by the Airport Manager shall be conducted only in those areas identified by the Airport Manager and not within 25 feet from the entrance to a public building and not in any manner that blocks the entrance or interferes with or impedes the path of the public.

H. Signage/Advertisements/Banners.

1. Written advertisements, notices, circulars, and/or handbills may be posted, distributed, or displayed in locations approved by the Airport Manager and only with the prior written permission of the Airport Manager.
 - a. The posting or distributing of written advertisements, notices, circulars, flyers and/or handbills on Aircraft, Vehicles, or hangar doors is prohibited.
 - b. The Airport has the right to remove any such sign, placard, picture, flyer, advertisement, name or notice in any such manner as the Airport Manager may designate.
2. Banners, business identification signs, general advertising signs, pennants, etc., must be approved by the City's Building division and shall comply with Chapter 10 Article 7 of the City's "Sign Regulations". The Airport Manager must approve (in writing) the location of any City-approved banner, business identification sign, general advertising sign, pennant, etc., prior to installation.

34. CONDUCT.

- A. No person shall make, possess, use, offer for sale, pass, and/or deliver any forged or falsely altered pass, permit, identification, card, sign, and/or other authorization purporting to be issued by or on behalf of the Airport.
- B. No person shall use or otherwise conduct himself upon any portion of the Airport in any manner contrary to the posted or otherwise visually indicated directions applicable to that area.
- C. Destroying, damaging, injuring, defacing, disturbing, or tampering with Property on the Airport is prohibited.
 - 1. Any person who causes damage to Property on the Airport shall be liable for such damage.
- D. Injuring, disturbing, or harassing any person on the Airport is prohibited.
 - 1. Any person who causes injury to any person on the Airport shall be liable for such injuries.
- E. Smoking or carrying lighted cigars, cigarettes, or pipes in any public use area of the Airport, except in areas specifically designated by the Airport Manager and posted as public smoking areas, is prohibited.
- F. No person shall be intoxicated; commit any disorderly, obscene, lewd, indecent, or unlawful act; or commit any act of nuisance (including the use of abusive or threatening language) on the Airport.
- G. Loitering or loafing on the Airport or in any public building on the Airport is prohibited.
- H. No person shall engage in, conduct, aid in, or abet any form of gambling on the Airport.
- I. Moving, tampering, starting, using, or interfering with the safe operation of any Aircraft or Vehicle or any Aircraft or Vehicle part, instrument, or tool without permission of the Aircraft or Vehicle Operator or by specific direction of the Airport Manager is prohibited. If requested by the Airport Manager or a Law Enforcement Officer, satisfactory evidence of the right to do so shall be presented.
- J. The Airport shall not be used for ~~storing non-aviation merchandise, supplies or equipment, or for~~ washing clothes, overnight sleeping, camping, lodging, or other purposes in lieu of a hotel, motel or other public accommodations or for any improper, objectionable or immoral purposes.
- K. Operator and Lessee facilities are expressly for the conduct of the Operator's or Lessee's business and operations. No person other than employees and customers of the Operator or Lessee shall make use of such facilities or loiter on such premises without permission of the Operator or Lessee.

35. ABANDONED, DERELICT or LOST PROPERTY INCLUDING VEHICLES and AIRCRAFT.

- A. Property shall not be Abandoned on the Airport.
1. Abandoned, Derelict, or lost Property found in public areas at the Airport including, without limitation, Aircraft, Vehicles, Equipment, machinery, baggage, or parts thereof, should be reported (and/or turned in) to the Airport Manager.
 - a. Property to which the owner or finder is not entitled to lawful possession shall be forfeited to the Airport Manager or the Police Department for disposal in accordance with the provisions of applicable Regulatory Measures.
- B. The Airport Manager may immediately remove (e.g., tow) any Vehicle, Aircraft or other Property from any area of the Airport, including Leased Premises, which causes or constitutes or reasonably appears to cause or constitute an imminent or immediate danger to the health or safety of the persons using the Airport or a significant portion thereof. The expenses of such removal, such as towing charges and any storage fees, shall become a lien chargeable to the owner of said motor Vehicle, Aircraft, or other Property. Said owner (if identified by City) shall be notified of the removal, towing and storage of said motor Vehicle, Aircraft, or other Property by certified or registered mail with a five (5) day return receipt requested, sent to the owner's address known (if known) to the Airport Manager, within three (3) days of said removal, towing and storage.
- C. The Airport Manager may direct the removal (e.g., towing) of any Vehicle, Aircraft or other Property from any area of the Airport, including Leased Premises, which causes or constitutes a nuisance or which is disabled, Abandoned, Derelict, or in violation of the Code, but which does not cause or constitute an imminent or immediate danger to the health or safety of persons using the Airport. Removal or towing shall follow upon issuance and exceedance of the Airport's 30-day time limit "*Warning*" notice prominently posted on the Vehicle, Aircraft or Property and subsequent exceedance of the Airport's 72-hour time limit "*Violation*" notice prominently posted on the Vehicle, Aircraft or Property.
1. The Airport Manager may take whatever action is deemed appropriate to remove and/or dispose of the Vehicle, Aircraft or Property.
 - a. Such action shall be at the risk and expense of the Owner of the Vehicle, Aircraft or Property and without any liability to the City for damage that may result from such removal, towing and/or disposal.

36. ENVIRONMENTAL CLEAN UP. Should the Airport Manager determine that during the course of an environmental incident that responsible party is not capable of, has not, or refuses to take appropriate action in a timely manner to mitigate the adverse environmental incident (in the sole discretion of the Airport Manager), then the Airport Manager reserves the right to take action and/or employ those services that the Airport Manager determines appropriate to control and/or clean up the site. The cost of such services shall be borne by the responsible party.

37. WEAPONS AND EXPLOSIVES.

- A. Only duly authorized security personnel; Operations Agents; duly authorized post office or Airport employees; law enforcement personnel, or members of the armed forces of the United States or the State of California on official duty shall carry any weapons and/or explosives in the Airport Administration building/air traffic control tower building located at 20301 and 20305 Skywest Drive, or other public areas of the Airport.
- B. Firearms transported in Vehicles and Aircraft that are broken down in a non-functioning state, stored in a container for the purposes of shipping for legal recreational uses, and not immediately accessible, are excepted. The owner of said firearms must comply with all Regulatory Measures and will transport said firearms in a safe manner.
- C. No person shall store, keep, handle, use, dispose of, or transport on the Airport any Class A, Class B, or Class C explosives (with exception of explosives that may be used by the Airport Manager or other authorized personnel) or Class A poison (as defined in the Interstate Commerce Commission Regulation for transportation of explosives and other dangerous articles), any other poisonous substances (solid, liquid or gas), compressed gas, and/or a radioactive article, substance, or material at such time or place or in such manner or condition that may (or may be likely) unreasonably endanger persons or Property.

38. ALCOHOLIC BEVERAGES. Consumption or possession of intoxicating liquors is prohibited in public areas on the Airport except at such times and locations as specifically approved by the Airport Manager.

39. TRASH AND OTHER WASTE CONTAINERS.

- A. Garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or litter of any kind shall not be placed, discharged or deposited on the Airport except in the receptacles provided specifically for that purpose.
- B. The burning of garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or litter of any kind on the Airport is prohibited. With the prior permission of the Airport Manager, Fire Department personnel may engage in training exercises that require controlled burning.
- C. The Airport Manager shall designate areas to be used for garbage receptacles and no other areas shall be utilized.

40. FIRE.

- A. Entities engaged in any activity at the Airport, whether occupying Airport owned facilities or otherwise, shall comply with all applicable Regulatory Measures and all fire code and practices recommended by the NFPA, unless otherwise directed or authorized in writing by the Airport Manager to deviate from same.

- B. Entities shall comply with all directives issued by the Airport Manager regarding the removal of fire hazards, arrangement or modification of Vehicles or Equipment, or altering operating procedures considered unsafe from a fire prevention standpoint.
- C. Smoking, matches, lighters, or any open flames are prohibited within 50 feet of any Aircraft, refueling Vehicle, fuel storage facility or any Aircraft being fueled or defueled.
- D. Any hostile fires (regardless of the size of the fire or whether or not the fire has been extinguished) shall be reported immediately to "911" and the Airport Manager between 8:00 a.m. to 5:00 p.m. Monday through Friday, or 1-800-409-3794, after hours and on weekends.
- E. No person shall tamper with any fire extinguisher equipment at the Airport or use the same for any purpose other than fire fighting or fire prevention. All such equipment shall be in conformity with the NFPA and may be inspected by the Airport Manager at any time. Tags showing the date of the last inspection shall be attached to each unit at all times.
- F. No person shall block or modify any self-closing fire door at the Airport or do anything which would interfere or prevent its closing in the event of a fire.

41. HAZARDOUS WASTE AND MATERIALS.

- A. No entity shall store, keep, handle, use, dispense, discharge, or transport on the Airport any Hazardous Material in contravention of any Regulatory Measure. Proper permits must be obtained from the appropriate Agency, copies must be presented to the Airport Manager, and prior written permission must be obtained from the Airport Manager.
 - 1. Advance notice of at least 24 hours shall be given to the Airport Manager to permit full investigation and clearance for any operation requiring a waiver of this rule. Permission may be given to movements of Hazardous Waste and Materials only when such materials are packed, marked, labeled and limited as required by Regulatory Measures applying to transportation of Hazardous Waste and Materials and do not create any hazard to life or property at the Airport.
 - 2. Approved storage of Hazardous Waste on the Airport must be placed in suitable receptacles with self-closing covers that are properly secured.
 - 3. Material Safety Data Sheet (MSDS) for all Hazardous Materials shall be maintained on site so as to be readily available to emergency responders in the event of an emergency and for review by the Airport Manager and the Fire Marshal.
 - 4. No entity shall use, keep or permit to be used or kept, any foul or noxious gas or substance at the Airport, or permit or suffer the Airport to be occupied or used in a manner offensive or objectionable to the Airport Manager or other users by reason of noise, odors, and/or vibrations, or interfere in any way with other occupants or those having business therein.

- B. No fuels, oils, dopes, paints, solvents, acids, or any other Hazardous Waste shall be disposed of or dumped in drains, on Aprons, catch basins, ditches or elsewhere on the Airport.
- C. Used engine oil shall be disposed of only at waste oil stations or disposal points designated as such on the Airport.
- D. Any person who causes overflowing or spilling of oil, grease, Aircraft batteries, fuel and/or similar material or substance anywhere on the Airport is responsible for the immediate cleanup of the spill, proper disposal of the substance, and notification to the Airport Manager. Failure to clean the area and properly dispose of the substance may result in the Airport providing cleanup and disposal at the expense of the responsible party.
- E. All empty oil, paint and varnish cans, bottles, or other containers shall be removed from the Airport in a timely manner, in the sole discretion of the Airport Manager, and shall not remain on the floor, wall stringers, or overhead storage areas of the hangars, offices, shops, or other buildings.
- F. Gasoline, oil, solvent drums and/or receptacles, or Aircraft batteries shall not be stored within close proximity to operating Aircraft and/or Vehicles nor be in excess of amounts actually needed as current stock. Any material of this type shall be kept enclosed and covered in a clearly marked and labeled housing of a design and type that meets the approval of the Airport Manager or Fire Marshal.
 - 1. Secondary containment is required for the storage of gasoline, oils, solvents, and or hazardous waste in drums or receptacles if the quantity within the drum or receptacle is more than 50 gallons.
 - 2. Aviation fuels or automotive gasoline's in quantities greater than five (5) gallons per container, shall not be stored at the Airport without the prior written permission of the Fire Marshal or the Airport Manager.
 - 3. It is illegal to dispose of lead-acid batteries on Airport property. Abandoning lead-acid batteries on the Airport or placing them in waste dumpsters constitutes illegal hazardous waste disposal, and can be prosecuted under state law. Contact the Airport Manager for proper disposal of lead-acid batteries.

42. PAINTING, FLAMMABLES, EFFLUENTS, POLLUTANTS AND AIR CONTAMINANTS.

- A. Painting. Doping processes, painting, or paint stripping shall be performed only in those facilities approved for such activities and in compliance with the Uniform Fire Code and the Airport's SWMP.

- B. Flammable Solids and Liquids. The use and storage of all flammable materials (solid and liquids) shall be in compliance with Regulatory Measures including the Uniform Fire Code and the Airport's SWMP.

The use of flammable, volatile liquids having a flash point of less than 100 degrees Fahrenheit is prohibited unless such operations are conducted in open air or in a room specifically set aside and approved for the purpose for which the liquid is being used. The room must be properly fireproofed and equipped with adequate and readily accessible fire-extinguishing apparatus.

The procedures and precautions outlined in the criteria of NFPA Pamphlet No. 30 (Flammable and Combustible Liquids Code), NFPA Pamphlet No. 410D (Safeguarding Aircraft Cleaning, Painting and Paint Removal), and NFPA Pamphlet No. 410F (Aircraft Cabin Cleaning and Refurbishing Operations) shall be adhered to in all cleaning, painting, refurbishing and other operations using flammable liquids including the storage of such liquids.

- C. Effluents, Pollutants or Air Contaminants. No person shall discharge any substance in or upon the Airport in contravention of any Regulatory Measure. Proper permits must be obtained from the appropriate Agency, copies must be presented to the Airport Manager, and prior written permission must be obtained from the Airport Manager for such discharge.

1. Hazardous Spills – The State of California, the Fire Department, and the City require an immediate notification of any hazardous spill in excess of 25 gallons. Hazardous spills that require reporting include, but are not limited to, jet fuel, gasoline, fuel oil, hydraulic oil, alcohol, glycol, and all similar chemicals that could be considered hazardous.
2. In the event that a hazardous spill occurs of any magnitude, the responsible party of such spill shall take appropriate action in the containment, clean up, and rehabilitation of such hazardous spill.

The following procedures shall be implemented in managing a hazardous spill:

- a. Minor Spills – Spills of less than five (5) gallons and that are not compromising the safety of the public.
 - (i) Determine the threat to the immediate public.
 - (ii) Contain the spill with an absorbent.
 - (iii) Block all stormwater drains that could be impacted by such a spill.
 - (iv) Apply the proper absorbent from strategically placed spill kits. All liquids and or absorbents shall be disposed of or reused per applicable Regulatory Measures.
 - (v) Make record of the spill at your facility.
 - (vi) Contact the Airport Manager immediately at 510-293-8678 between 8:00 a.m. to 5:00 p.m. Monday through Friday or Airport emergency call-out contact at 1-800-409-3794, should the spill impact the ground waters and or the surface waters no matter how small the quantity.

- b. Major Spills – Spills in excess of five (5) gallons but less than 25 gallons or any spill causing an immediate threat to the safety of the public.
- (i) Determine the threat to the immediate public.
 - (ii) Block all stormwater drains from potential contamination.
 - (iii) Contain the spill with an absorbent.
 - (iv) Contact the Airport Manager immediately at 510-293-8678 between 8:00 a.m. to 5:00 p.m. Monday through Friday or Airport emergency call-out contact at 1-800-409-3794, should the spill impact the ground waters and or the surface waters no matter how small the quantity. Otherwise, Airport personnel will determine when to call the Fire Department.
 - (v) Determine the nature of the spill.
 - (vi) Apply absorbents to the spill until all residual liquid has been processed. All liquids and absorbent shall be disposed of properly per applicable Regulatory Measures.
 - (vii) Assess the damage to the land and/or water with Airport personnel.
 - (viii) Record all aspects of the spill in your files.
 - (vii) A written detailed report containing all pertinent information of such spill shall be completed by the responsible party and delivered to the Airport Manager within five (5) working days.
- c. Serious Spills – Spills in excess of 25 gallons and which may pose a serious threat to the safety of the public.
- (i) Evaluate the threat to the public and make any arrangements to secure the safety of the immediate public (i.e. evacuation).
 - (ii) Contain the spill should safety permit.
 - (iii) Block all drains that pose an immediate threat from the spill.
 - (iv) Apply absorbents to such a spill until all residual liquid is processed. All liquids and absorbent shall be disposed of properly per applicable Regulatory Measures.
 - (v) Contact the Airport Manager immediately at 510-293-8678 between 8:00 a.m. to 5:00 p.m. Monday through Friday or Airport emergency call-out contact at 1-800-409-3794.
 - (vi) Airport personnel shall assess the damage to the land and/or the waters.
 - (vii) Airport personnel shall inspect the drainage outfall for downstream contamination.
 - (viii) Record all aspects of the spill in your records.
 - (vii) Provide a written summary of the spill and the measures that will be taken to eliminate such a spill in the future to the Airport within five (5) working days.
- d. Operators with fueling capability or responsibility for maintenance of fuel systems shall have on hand at all times sufficient containment booms to form a barrier around the spill. Additionally, Operators shall have sufficient clean-up absorbents, pillows, pads, etc., to pick up the product and to store the same (saturated brooms, blankets, etc.) in a sealed container(s) until proper disposal can be effected in a timely manner. The salvage drum(s) shall be approved by the DOT (DOT-E-10102).

- e. Where a single spill or a series of spills requires Operator to store used containment booms, clean up absorbents, pillows, pads, etc., such used and stored material shall not exceed 55 gallons.

3. Aircraft Preflight Inspection. No hazardous substance or pollutant shall be disposed of on the Airport during Aircraft preflight inspection.

43. EMERGENCY CONDITIONS. Emergency conditions at the Airport shall not mitigate or cancel these Rules and Regulations. During such conditions, the Aircraft Operators and or Vehicle Operators shall make certain that the Aircraft or Vehicle is not moved in any direction unless specifically cleared by the ATC, Airport Manager and/or authorized representative of the City.

No person shall enter upon the landing areas, Aprons or Taxiways of the Airport for the purpose of attending, observing or assisting at the scene of an accident except persons requested or permitted to do so by the ATC, Airport Manager, and/or Law Enforcement Officers. Emergency procedures for the Airport may be issued at the discretion of the Airport Manager. The Airport Manager shall determine when normal operations may resume.

44. SPECIAL EVENTS. Special events shall not be held unless written approval is first obtained from the Airport Manager and any other Agency having jurisdiction over the event. Written authorization shall specify the areas of the Airport authorized for such special use, the dates and duration of such use, and any other terms and conditions deemed necessary.

45. AIRCRAFT

- A. Regulatory Measures. Activities at the Airport (including the controlled airspace of the Airport) shall conform to the current applicable provisions of Title 14 CFR; applicable Regulatory Measures; these Rules and Regulations; and orders (written or verbal instructions) of the Airport Manager and ATC personnel.
- B. Airworthiness. Only Aircraft considered airworthy by the FAA or any foreign counterpart shall land or takeoff from the Airport. If requested in writing by the Airport Manager, Aircraft Operator shall promptly remove Aircraft that are not airworthy within the time period specified in writing by the Airport Manager.
 1. Should an Aircraft Operator fail to remove an Aircraft (at Aircraft Operator's expense) that is not airworthy after notification by the Airport Manager, the Aircraft may be removed by the Airport Manager at the risk and expense of the Aircraft Operator without liability for damage arising from or out of such removal.
 2. Abandoning an Aircraft anywhere on the Airport is prohibited.
- C. Based Aircraft Operators. All Based Aircraft Operators must have a Tiedown or Hangar Agreement with either the City or an authorized FBO or SASO. If requested by City, all Based Aircraft Operators must file with the Airport Manager a statement showing the name and address of the owner of each Aircraft based, stored or situated upon the Airport as of that date and shall also furnish such data identifying the manufacturer, model and registration number of each such based Aircraft.

D. Accidents or Incidents.

1. Aircraft Operators involved in an Accident on the Airport resulting in any injury (or death) to person or damage to Property, shall make a full and prompt report of the accident to the Airport Manager and appropriate Agencies, complete any necessary reports and/or forms, and comply with all applicable provisions of National Transportation Safety Board (NTSB) Regulations Part 830. Damage to Property includes damage to a runway, Taxiway, Apron, navigational aid, light or fixture.
2. An Aircraft involved in an Accident on the Airport may not be removed from the scene of the Accident until authorized by the Airport Manager who shall receive authorization (to remove the Aircraft) from the FAA and/or NTSB, when applicable.
3. Once authorization (to remove the Aircraft) has been issued, the Aircraft Operator shall be responsible for the safe and prompt removal of disabled Aircraft and parts within an Aircraft Movement Area to a non-Aircraft Movement area.
4. If immediate arrangements are not made (so that the Airport can return to full operational status without unreasonable delay), the Airport Manager may have the Aircraft removed at the Aircraft Operator's risk and expense without liability for damage arising from or out of such removal.
5. Should pilots, Owners, or agents authorize Airport employees to remove disabled aircraft from runways, Aprons, Taxiways or other areas of the Airport, monetary charges may be made for equipment and labor used to remove the disabled Aircraft.

46. AIRCRAFT MAINTENANCE, PAINTING AND CLEANING.

- A. Aircraft Maintenance. Aircraft Maintenance performed on the Airport is permitted only in areas designated by the Airport Manager. Aircraft Maintenance within facilities operated by an authorized FBO or SASO shall be limited to that specifically permitted by the type rating established in the Uniform Building Code and in compliance with the directives of the Fire Marshal.
- B. Aircraft Painting. Aircraft painting shall be performed only in buildings approved for that activity by an Agency having jurisdiction.
- C. Aircraft Cleaning. Aircraft cleaning shall be performed only in areas designated by the Airport Manager. Commercial Operators must receive a Commercial Aviation Permit from the City prior to performing Aircraft cleaning on the Airport.
 1. All drainage must flow to an oil/water separator.
 2. Aircraft, Aircraft engines, and/or parts may be dry washed in areas not having an oil/water separator.

47. AIRCRAFT ENGINE OPERATIONS.

- A. Only qualified persons shall start and/or operate an Aircraft engine at the Airport and/or taxi an Aircraft on the Airport. Qualified persons include a pilot, an airframe and powerplant mechanic, or a qualified technician licensed by the FAA and qualified to start or operate the engine(s) and/or taxi that particular class and type of Aircraft.
- B. Starting engines shall be prohibited until all standard safety procedures have been followed.
- C. Aircraft engines shall not be started within any structure on the Airport.
- D. Any person operating an Aircraft engine in an area that is accessible to the public shall take precautions to alert and protect the public from hazards attendant to such operations.
- E. Run-up of Aircraft engines shall be performed only in the areas designated for such purpose by the Airport Manager. High speed or full power Aircraft engine run-up (including maintenance run-up) shall be performed in designated run-up areas or in other areas designated specifically for this purpose by the Airport Manager.

48. AIRCRAFT PARKING AND STORAGE.

- A. Aircraft shall be parked only in those areas designated for such purpose by the Airport Manager and shall not be positioned in such a manner so as to block a runway, Taxiway, Taxilane or obstruct access to hangars, parked Aircraft, parked Vehicles, gates or fuel storage facilities.
- B. Unless otherwise provided in an Agreement with the City or authorized FBO, no person shall use any area of the Airport for the parking of Aircraft, other than transient parking, without prior written permission of the Airport Manager.
 - 1. Should a person use such areas for Aircraft parking without first obtaining the prior written permission of the Airport Manager, the Airport Manager may remove and store the Aircraft at the expense of the Aircraft Operator without liability for damage that may arise from or out of such removal or storage.
- C. Aircraft Operators shall ensure parked and stored Aircraft are properly secured.
- D. Upon written request of the Airport Manager, the Operator of any Aircraft parked or stored at the Airport shall move the Aircraft to the location and/or position on the Airport identified by the Airport Manager. In the event the Aircraft Operator refuses, is unable, or unavailable, the Airport Manager may move the Aircraft to any area on the Airport at the risk and expense of the Aircraft Operator without liability for damage that may arise from or out of such movement.

49. AIRCRAFT OPERATIONS. All Aircraft shall be operated in accordance with 14 CFR Part 91 and the appropriate 14 CFR based upon the type and use of the Aircraft.

- A. Operating an Aircraft in a careless, negligent, or reckless manner; in disregard of the rights and safety of others; without due caution and circumspection; or at a speed or in a manner which endangers, or is likely to endanger persons or Property of any entity is prohibited.
- B. Aircraft Operators shall obey all pavement markings, signage, and lighted signals unless instructed otherwise by ATC or the Airport Manager.
- C. Operating an Aircraft constructed, modified, equipped, or loaded as to endanger, or likely to endanger, persons or the Property of any entity is prohibited.
- D. Aircraft Operators shall comply with any order, signal, or directive of ATC or the Airport Manager, by whatever means communicated.
- E. Aircraft shall not be taxied into, out of, or within any structure on the Airport.
- F. Aircraft Operators shall not taxi an Aircraft at the Airport at a speed greater than is reasonable and prudent under the conditions with regard for actual and potential hazards and other Aircraft so as not to endanger persons or Property.
- G. Aircraft shall only be taxied or towed in areas normally used for the operation of Aircraft.
- H. All entities giving flight instruction shall be held responsible to the Airport for the conduct of all of the entities' students (while using the Airport) during the course of instruction.
- I. Rotorcraft shall be stored, housed, parked or operated only in the areas approved by the Airport Manager.

50. LIMITATIONS TO AIRCRAFT OPERATIONS.

- A. Aircraft Operators shall obtain the prior permission of the Airport Manager before conducting any of the following activities at the Airport:
 - 1. Use of Motorless Aircraft: the landing upon or towing from the Airport of gliders and other certificated motorless Aircraft;
 - 2. Use of Ultralight Vehicles: the landing upon or taking off from the Airport of Ultralight Vehicles;
 - 3. Use of Lighter-than-Air Aircraft: the landing upon or taking off from the Airport or airships, dirigibles, blimps, balloons, and other certificated lighter-than-air Aircraft that use gasses or hot air to provide lift;
 - 4. Banner or Glider Towing: the landing upon or taking off from the Airport of Aircraft that tow banners, gliders or any other device;
 - 5. Operation of Aircraft with a maximum certificated takeoff weight in excess of the published weight bearing capacity for the runway(s) and Taxiway(s);

6. Transportation of Hazardous Cargo: landing or taking off with flammable, explosive or corrosive materials, except that which is carried aboard for the operation of the Aircraft or use by crewmembers or passengers;
- B. Transportation of Radioactive Cargo: the landing upon or taking off from the Airport of Aircraft loaded with radioactive materials is prohibited.

51. VEHICLES. All Vehicle Operators on the Airport shall comply fully with the California Vehicle Code, these Rules and Regulations, and any other instructions issued by the Airport Manager. Only Vehicles that are authorized by the Airport Manager shall be permitted to operate on the AOA. Any person operating a Vehicle on the Airport must have a valid state Vehicle Operator's license and evidence of insurance as required by state law.

- A. Vehicle operations on the Airport, as determined by the Airport Manager to be: careless, negligent, unsafe or reckless, in disregard of the rights and safety of other, and without due caution and circumspection, or at a speed or in a manner which endangers, or is likely to endanger persons or Property, is prohibited.
1. Vehicles, except Emergency Vehicles responding to an emergency, shall not be operated on the Airport in excess of the posted speed limits.
 2. Vehicle Operators shall comply with any order, signal, sign or directive of the Airport Manager or his authorized representative.
 3. Vehicle Operators shall not, after receiving a visual or audible signal from the Airport Manager, his authorized representative, or an authorized representative of the City, fail to stop the Vehicle being operated, operate the Vehicle in disregard of the signal, or interfere with or endanger the operation of an Airport employee or Law Enforcement Officer.
 4. Vehicle Operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings unless directed otherwise by an authorized representative of the City.
 5. Airport roadways may be used for Vehicle operations as a means of ingress and egress to and from the roadways serving the Airport and between various land areas on the Airport abutting Airport roadways.
 6. Vehicle Operators shall yield the right of way to Aircraft, Emergency Vehicles (or Equipment) and pedestrians.
 7. Vehicles shall not be operated in such a manner or within such proximity of an Aircraft as to create a hazard or interfere with the safe operation of an Aircraft.
 - a. Vehicles shall not overtake or pass in front of a moving Aircraft.
 - b. Vehicles shall pass to the rear of taxiing Aircraft and come no closer than 50 feet to a taxiing Aircraft.
 - c. Vehicles shall not pass closer than 20 feet from any wing or tail section of a parked Aircraft.
 8. Vehicles used for hauling trash, dirt, or any loose material shall be operated in such a fashion as to prevent the contents of the Vehicle from dropping, shifting, leaking, or otherwise escaping including, at a minimum, covering Vehicles load.

- B. Accidents or Incidents. A Vehicle Operator involved in an Accident on the Airport resulting in any injury (or death) to person or damage to Property, shall stop the Vehicle at the scene (or as close as possible to the scene without unnecessarily obstructing traffic or creating a safety hazard) and immediately call "911" and notify the Airport Manager at (510) 293-8678 between 8:00 a.m. to 5:00 p.m. Monday through Friday or Airport "call-out" after hours at 1-800-409-3794. The Vehicle Operator (and the Vehicle) must remain at the scene until the Airport Manager or Law Enforcement Officer takes a full report.
- C. Vehicle Maintenance. Private Vehicles shall not be ~~cleaned~~ washed and/or maintained anywhere on the Airport Operations Area, except for minor repairs that are necessary to remove such Vehicle(s) from the Airport.
- D. Parking or Stopping. Vehicles shall be parked only in those areas designated for such purposes by the Airport Manager, Lessee or Sublessee. Vehicles shall not be parked or stopped:
 - 1. In such a manner so as to obstruct a parking lot lane, driveway, roadway, walkway, crosswalk, fire lane, runway, Taxiway, Taxilane, and/or obstruct access to hangars, parked Aircraft and/or parked Vehicles;
 - a. Within 15 feet of a fire hydrant or within a fire lane or restricting the access to or from the fire lane;
 - b. Within 3 feet of either side of a security fence
 - 2. Parking in designated public parking areas is open to any person using the Airport.
 - 3. Displaying Vehicles and/or Equipment at the Airport for the sole purpose of selling the Vehicle and/or Equipment is prohibited.
- E. Disabled, Abandoned or Illegally Parked Vehicles. Vehicles shall not be Abandoned on the Airport. The Airport Manager shall contend with any Vehicle that is disabled, Derelict or Abandoned in the manner described under Section 19 of the Code.

52. AIRPORT OPERATIONS AREA (AOA). The Airport Operations Area (AOA) shall include the Aircraft Movement Area (see Section 53), non-Aircraft Movement Areas, Aprons, loading ramps, safety areas, and all portions of the Airport designed and used for landing, taking off or surface maneuvering of Aircraft. The AOA shall encompass both the Aircraft Movement Area and non-Aircraft Movement Areas. The AOA includes the runways, taxiways, ramps, aprons, helipads or hovering routes and tie-down areas or any adjacent areas.

- A. The Airport Manager may restrict Vehicles to a certain portion(s) or segment(s) of the AOA. Such restrictions shall prohibit Vehicle operators outside designated areas.
- B. Use of radio-controlled model airplanes or cars is not permitted on the AOA.
- C. Use of go-carts, roller blades and skate boards is not permitted on the AOA unless permission is received from the Airport Manager.

- D. Manually controlled gates that provide access to the AOA shall be kept closed and locked at all times except when actually in use.
- E. When automatic gates are used, Vehicle Operators must stop the Vehicle and allow the gate to fully close before proceeding. The Vehicle Operator must also ensure that no other Vehicles or persons gain access to the Airport while the gate is in the process of closing and/or not fully closed.
 - 1. If the Vehicle Operator cannot prevent such access, the Vehicle Operator must immediately notify the Airport Manager.
- F. Commercial Ground Transportation on the Non-Aircraft Movement Area.
 - 1. Only those rental car companies that have received authorization from the City may conduct business on the Airport.
 - 2. *Escorted* taxicabs, Limousines or hotel buses may deliver customers and/or baggage to a non-Aircraft Movement Area or may pickup customers and/or baggage from a non-Aircraft Movement Area (in any area designated for such purposes by the Airport Manager) if specifically requested to do so by an Operator or Lessee.
- G. Vehicles, motorcycles, boats, jet skis, snowmobiles, dune buggies, race cars, recreational vehicles, trailers, etc., may not be permanently parked or stored anywhere on the AOA (unless specifically approved by the Airport Manager) and shall be subject to all applicable provisions of Section 19 of the Code.

53. AIRCRAFT MOVEMENT AREA (AMA). No person shall take or drive any Vehicle on the Aircraft Movement Area (AMA) unless permission has been granted in an Agreement or obtained from the Airport Manager. Vehicle Operators having access to the Aircraft Movement Area shall comply with the Letter of Agreement (LOA) between the Airport and ATC regarding conducting air traffic and ground control services on the AMA of the Airport. Vehicle Operators shall obtain clearance from ATC and ensure that no Aircraft is approaching prior to entering the AMA.

- A. All Vehicles operating in the AMA on a regular basis shall be painted and marked in an appropriate manner and be equipped with an approved an fully operational amber or red (Emergency Vehicles only) rotating, flashing or steady beacon on the roof or uppermost point of the Vehicle providing 360 degree view.
- B. All Vehicles operating in the AMA shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies used by ATC at the Airport.
 - 1. In the event a Vehicle in the AMA experiences radio failure, the Vehicle must vacate the area utilizing perimeter roadways or other non-controlled routes. If exit via a non-controlled route is not possible, the Vehicle Operator shall indicate radio failure by facing the Vehicle towards the control tower and flashing the Vehicle's headlights. Thereafter, the Vehicle Operator shall operate the Vehicle in accordance with the standard colored light signal directions given by ATC.

- C. After obtaining permission from the Airport Manager, a Vehicle that is not operated on the Airport on a regular basis may enter the AMA provided that such Vehicle is escorted at all times (while in the AMA) by an authorized Airport vehicle having radio contact with ATC.
1. When construction-related Vehicles are required to enter or work within the AMA, such Vehicles will be marked with an approved orange and white checkered flag (for daytime operations) or an amber beacon (for nighttime operations).
 2. If the construction Vehicle is not equipped with a two-way radio capable of communicating on the proper aeronautical frequencies, the Vehicle shall be escorted at all times (while in the AMA) by an Airport authorized Vehicle having radio contact with ATC or have a flagman (with two-way radio capable communications on the proper aeronautical frequencies) stationed at the area(s) designated by the Airport Manager to give instructions to the Vehicle.
 3. Vehicle Operators operating in the AMA must be conversant with standard colored light signals, regardless of whether or not the Vehicle is radio equipped.

54. CITY HANGARS AND TIEDOWNS.

GENERAL PROVISIONS:

- A. Except as otherwise may be provided under any Agreement executed between the City and hangar or T-Hangar tenant(s), the term of all City hangar Agreement(s) shall continue only on a month-to-month basis; until such time as one party gives the other written notice of termination.
- B. Either party may, upon 30 days' written notice to the other, terminate a hangar Agreement without cause.
- C. Termination of a hangar Agreement shall have no effect upon a Lessee's obligations which may have accrued during the term of their hangar Agreement prior to the date of termination by either party.
- D. All notices from City to Lessee shall be in writing and shall be hand delivered or mailed to the Lessee. If any such notice to a Lessee is returned by the United States Post Office, notice shall be given by posting the same on the hangar premises, or on the Aircraft (i.e., Tiedown Aircraft).
- E. Each month's rent shall be due without notice or invoice from City on the first day of each and every month during the term and tenant shall be in default if each such rent has not been received by City by 5:00 p.m. on the tenth day of each such month or following business day of the month if the tenth day falls on a Saturday, Sunday, or City recognized holiday.
- F. Lessee shall provide City with a copy of FAA Aircraft registration for each Aircraft stored in any City-owned hangar. Tenant's in a T-Hangar (not Executive Hangar)

shall only house an Aircraft which is owned by Lessee and registered with the FAA in the Lessee's name.

- G. If Lessee leases a City-owned Executive Hangar, additional Aircraft which **is not owned** by Lessee, may be stored in the Executive Hangar provided that Lessee has provided proof of aircraft ownership for at least one aircraft to be stored in the Executive Hangar, and that Lessee furnishes the Airport Office with the name, address and telephone number of the Sublessee, and a copy of the FAA Registration Certificate of the additional Aircraft stored in the Executive Hangar.
- H. Lessee shall only store within a hangar, the necessary Aircraft ground-handling equipment, tools associated with owning, operating and maintaining the Aircraft, and pilot proficiency and training equipment. The Airport Manager may approve reasonable storage of non-aviation materials intended for support of aviation related uses.
- I. ONE registered, licensed, and insured and operating "street legal" Vehicle may be stored in a hangar. Race cars, boats, jet skis, snowmobiles, dune buggies, recreational vehicles, trailers, etc. Any item prohibited by these Rules and Regulations and Minimum Standards, or any other item specifically prohibited by the Airport Manager **may not** be stored in a hangar.
- J. City or its representative has permission to enter the hangar for inspection at any time during regular business hours with 24 hours prior written notice to Lessee.
- K. In the event of an emergency; including but not limited to; fire, flood or hazardous material leak, City or its representative shall have the right to enter the hangar at any time without notice for the purpose of protecting life, limb or the destruction of property.
- L. In addition to the storage/parking of ONE approved Vehicle (as identified in Item #1 above) Executive hangar or T-Hangar Lessee may park Vehicles that are fully operational/functional inside the hangar or T-Hangar while the hangar or T-Hangar Lessee is present in the hangar or T-Hangar, or when the Aircraft has been removed for operational reasons, or in designated parking areas.
- M. Hangar or T-Hangar tenants may park Vehicles that are fully operational/functional directly outside of their own hangar or T-Hangar on a temporary basis (not to exceed 72 hours).
- N. All parties that own the aircraft at the time the rental agreement is signed shall be named on the rental agreement. Subsequent owners or part owners of the aircraft are not entitled to any interest in the hangar thereafter should the last original owner named on the rental agreement sell their interest in the aircraft.
- O. Aircraft under construction or restoration must provide evidence of significant progress on an annual basis as agreed upon by the Lessee and Airport Manager at the time the rental agreement is signed. The Airport Manager may grant extension requests for extenuating circumstances.

LESSEE SHALL:

- A. Use the hangar only as permitted by the hangar Agreement between City and Lessee, and the Airport Rules and Regulations.
- B. Report any defects in the Leased Premises to the Airport Manager.
- C. Keep the hangar clean and free of debris and not place any debris or hazardous material inside or outside the Leased Premises.
- D. Obey all rules, regulations, laws, ordinances, and directives now in force or hereafter promulgated by the City of Hayward or any legally constituted authority with respect to the use of the Airport or the Leased Premises.
- E. At all times, adhere to and abide by the Airport Noise Ordinance, Ordinance No. 91-16, as adopted on July 23, 1991, and as said Ordinance may be amended from time to time by the City Council. ~~Tenant shall adhere to the recommended Noise Abatement Procedures and all other noise control restrictions now in existence or which may be subsequently adopted by the City Council and/or promulgated by the Airport Manager.~~
- F. Indemnify, defend and hold harmless the Lessor, its representatives, officers, employees and agents from any and all claims, demands, losses or liabilities arising out of the acts or omissions of the hangar Lessee, its officers, employees, agents or contractors.
- G. Pay, prior to delinquency, any taxes or assessments levied on the Leased Premises or Lessee's possessory interest in the hangar premises.
- H. Notify the Airport Manager within fourteen (14) days of any changes in Lessee's home/business address and telephone number.
- I. Notify the Airport Manager in writing within fourteen days (14) of disposal of the Aircraft listed on the Tenant Information Form or hangar agreement, and provide City with the make, model, and FAA registration number ('N' Number) of any other Aircraft owned by Lessee to be stored in the hangar.
- J. Replace the Aircraft listed on the Tenant Information Form or hangar Agreement, with another Aircraft showing the Lessee as the registered owner within 90 days of disposal. Lessee shall notify the Airport Manager of their replacement Aircraft including FAA "N" number within the 90-day timeline.

LESSEE SHALL NOT:

- A. Assign any interest of Lessee or Sublease, license or permit any other party or parties to occupy any portion of the hangar.
- B. Conduct any Commercial Activity in or from the hangar.
- C. Store oil or solvent drums equal to or greater than 55 gallons unless containers meet all Uniform Fire Code, Hazardous Materials Ordinance, and use permit requirements for the type and quantity of hazardous materials stored in the container. The City of Hayward Hazardous Materials Storage Ordinance (Sec. 3-8) requires that vessels with a capacity of 55 gallons or greater, have a secondary container which is capable of containing the material in the event of a failure in the primary container. All containers must be clearly labeled with the name of the hazard class and quantity that can be easily identified and read.
- D. Store explosives or flammables or other hazardous materials on the Leased Premises, except reasonable quantities of gasoline and oil in accordance with the current Rules and Regulations.
- E. Modify existing wiring, or install additional outlets, fixtures or the like, without written authorization by City.
- F. Attach any hoisting or holding mechanism to any part of the hangar or pass any such mechanism over the struts or braces therein. A hoisting or holding mechanism shall include, but shall not be limited to a chain-ball, block and tackle or other hoisting device.
- G. Install a loft or any type of ~~storage shelves~~ ~~pallet rack system~~ without the written permission of the City. Permitted shelving, pallet racks, and lofts must comply with all Municipal Fire Codes.
- H. Lock the hangar door(s) or permit the same to be locked with any lock other than the lock supplied by City.
- I. Assign any interest of Lessee or Sublease, license or permit any other party or parties to occupy any portion of the hangar. For City-owned Executive Hangars only, no other party or parties shall be permitted to share occupancy of the hangar without prior written consent of City. Lessee shall promptly file with the Airport Manager a Tenant Information Form for each Aircraft to be stored on the Leased Premises. This includes all Aircraft stored on the Leased Premises but not owned by the Lessee.
- J. Perform aircraft maintenance within hangars which is NOT permitted by the type rating established in the Uniform Building Code, or NOT in compliance with the directives of the Fire Department.
- K. Paint Aircraft except in buildings approved for that activity by an Agency having jurisdiction.

- L. Refuel or defuel Aircraft in a hangar or while positioned so that Aircraft fuel system vents or fuel tank openings are closer than 25' to any terminal building, hangar, service building or structure (NFPA 407, Section 5.10.2).
- M. Store more than a maximum of two (2) fuel cans with a capacity of not more than five (5) gallons each. All hand-held portable containers shall be an approved type pursuant to UFC Sec. 79.104 and legibly marked. Capacity shall conform to UFC Table No. 79.104.
- N. Store more than a total of *60 gallons of lubricating oils having a flash point at or above 150 degrees, provided that the stored product is in the original container and has the original manufacturer's labeling (or that the product is stored in other suitable containers approved by the Airport Manager and the Fire Department). Larger quantities may be stored in accordance with applicable Regulatory Measures.
- O. Use of any City-owned facility, including hangars and T-Hangars, for overnight sleeping or other purposes in lieu of a hotel, motel or other public accommodation is prohibited.

55. REFUELING, DEFUELING AND FUEL STORAGE. Refueling, defueling and fuel storage on the Airport shall conform to the current applicable provision of 14 CFR; applicable Regulatory Measures; all appropriate NFPA guidelines; FAA Advisory Circular 150-5230-4 (as amended); applicable provisions of the Airport's SWMP; applicable provisions of the Regulatory Measures established by the Environmental Protection Agency and the California Department of the Environment relating to these activities. This Section shall apply to ALL FBO's and Self-Fueling Permittees. **Fuels shall only be dispensed on the Airport by those entities having an Agreement with the Airport granting such permission.**

- A. Training. No person shall fuel or defuel an Aircraft until that person is properly trained. Training records documenting the training provided to (and qualifications of) each person shall be maintained.
 - 1. Records shall indicate initial training and all recurrent training provided.
 - 2. Recurrent training shall be provided on a regularly scheduled basis, but not less than every year.
 - 3. All records shall be subject to review of and/or inspection by the Airport Manager or Fire Marshal.
- B. Refueling, Defueling and Fuel Storage Operations. A properly trained operator shall be present (and responsive) at all times while Refueling Vehicles transfer fuel into or out of any fuel storage facility and while refueling any Aircraft.
 - 1. The operator shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and Equipment.
 - 2. The operator shall not leave the discharge end of any hose or hoses unattended at any time while the transfer of fuel is in progress.
 - 3. The operator shall not block open, disengage, and/or deactivate the deadman switch while fueling and/or transferring fuel.

- C. Aircraft shall not be refueled or defueled in an area where Aircraft engines are operating, Aircraft (or engines) are being warmed by application of heat, or while the Aircraft is located in a congested space.
- D. Aircraft shall not be refueled or defueled inside any hangar or while positioned so that Aircraft fuel system vents or fuel tank openings are closer than 25' to any terminal building, hangar, service building or structure (NFPA 407, Section 5.10.2).
- E. Pouring or gravity transfer of fuel from containers larger than five (5) gallons is prohibited.
 - 1. All containers shall be approved by the Fire Marshal and shall be in approved type pursuant to UFC Sec. 79.104 and legibly marked. Capacity shall conform to UFC Table No. 79.104.
- F. All fuel handled on the Airport shall be treated with due caution and circumspection with regard to the rights and safety of others so as not to endanger, or likely to endanger, persons or property.
- G. Persons engaged in the fueling, defueling and oil servicing of Aircraft (or Vehicles), the filling of Refueling Vehicles or dispensing Equipment, or the dumping or pumping or loading of aviation Fuels (or oils) into or from Fuel (or oil) storage facilities shall exercise care and extreme caution to prevent overflow of Fuel (or oils) and/or spills.
- H. Refueling Vehicles shall be positioned so that the Vehicle can be directly driven away from the loading or fueling position in the event of fire or spill.
- I. Not more than one Refueling Vehicle shall be positioned to refuel each wing of an Aircraft and not more than two Refueling Vehicles shall be positioned to service the same Aircraft.
- J. Aircraft (or Vehicles) shall not be fueled or defueled while an engine is operating unless the Airport Manager and the Fire Marshal has granted prior written permission.
 - 1. In an emergency resulting from the failure of an onboard auxiliary power unit on a jet aircraft and in the absence of suitable ground support equipment, a jet engine mounted at the rear of the Aircraft or on the wing on the opposite side from the fueling point may be operated during fueling to provide power as long as the operation follows the safety procedures published by the operator.
 - 2. A turbine-powered auxiliary power unit installed aboard an Aircraft may be operated during fueling provided its design, installation, location and combustion air source do not constitute a fuel vapor ignition source.
- K. When Aircraft are being fueled or defueled, the Refueling Vehicle shall be bonded to the Aircraft to equalize the voltage potential between the Refueling Vehicle and the Aircraft. All hoses, nozzles, spouts, funnels and appurtenances used in fueling and defueling operations shall be FM or UL approved and shall be equipped with a bonding device to prevent ignition of volatile liquids.

- L. Refueling Vehicle operators shall not operate the Vehicle in reverse anywhere on the Airport unless another person ("spotter") is present and capable of monitoring and directing the movement of the Vehicle.
- M. Aircraft shall not be fueled or defueled while passengers are on board unless a passenger loading ramp is in place at the Aircraft cabin door, the door is in the open position, and an attendant is present at or near the door.
- N. The City assumes no liability or responsibility for violations of any applicable fueling requirements and procedures.
 - 1. The Operator or Lessee shall be solely responsible for any violation incident to or in connection with the Operator's or Lessee's fuel storage facilities, Equipment, operations and training.
 - 2. The Operator or Lessee shall reimburse the Airport for any fines, legal or court costs incurred by the Airport for such violations.
- O. Storage of Refueling Vehicles. Refueling Vehicles shall be stored outdoors and not less than 50 feet from a building (or at a distance approved by the Fire Marshal) unless building is designed, constructed and used exclusively for that purpose. Refueling Vehicles shall be parked in a manner that provides a minimum of 10 feet of separation between Vehicles and any other Vehicle or Aircraft or within 20 feet of a storm water inlet.
- P. Operator or Lessee shall document and maintain Vehicle maintenance and Agency inspection records. These records shall be made available to the Airport upon request.
- Q. Refueling Vehicles and Equipment. Refueling Vehicles, fueling pumps, meters, hoses, nozzles, funnels, fire extinguishers and bonding devices used during fueling operations shall be maintained in a safe operating condition and in good working order and repair at all times.
 - 1. When said Refueling Vehicle(s) or Equipment is found in a state of disrepair or malfunction and the use constitutes an undue fire or safety hazard, or is in violation of any Regulatory Measure, the Operator shall discontinue the use of such Vehicles and/or Equipment until repairs, replacements, or changes are made to render the same safe for continued use.
 - a. Hoses and/or piping connections shall be secured and capable of holding under pump's rated PSI discharge.
 - b. Hoses and/or nozzles shall be FM or UL approved with self-closing valves and no "hold-open" devices.
 - c. All pumps shall be FM or UL approved.
 - d. All storage tanks shall be rated in accordance with UFC Article 24, Division II and Article 79, Division XII.
- R. Any malfunction or irregularity detected on or within the Aircraft being refueled or defueled should be brought to the attention of the Aircraft Operator immediately.
- S. Refueling Vehicles, Equipment and fuel storage facilities shall be placarded, marked and/or color coded in accordance with NFPA Publication 407 and

applicable FAA Advisory Circulars. A copy of all applicable permits, registrations, certificates and insurance documents shall be maintained in each Refueling Vehicles.

- T. Adequate and proper fire extinguishers shall be immediately available during all fueling and defueling operations.
 - 1. At least two (2) carbon dioxide (or approved dry chemical) fire extinguishers (20 pounds or larger) or the types of fire extinguishers that are capable of extinguishing Category B and Category C fires shall be immediately available.
 - 2. All extinguishers shall be inspected and certified as required by law and all personnel involved with fueling or defueling operations shall be properly trained on the use of fire extinguishers.

- U. Adequate and proper absorbent and fuel spill containment capable of damming or diking a fuel spill shall be immediately available at all times.
 - 1. Each Refueling Vehicle shall have a minimum 15-gallon spill kit.
 - 2. Each fuel storage facility shall have a minimum 55-gallon spill kit.

- V. All hoses, funnels and appurtenances used in fueling and defueling operations shall be equipped with a bonding device to prevent ignition of volatile liquids.

- W. Refueling Vehicles and Vehicles utilized to deliver fuel to the fuel storage facility shall be subject to inspection by the Airport Manager at any time to determine compliance with these Rules and Regulations.

- X. The maintenance and operation of fuel storage facilities shall meet NFPA 30, NFPA 407 and FAA regulations, and shall be approved by all Agencies who regulate the maintenance and operation of fuel storage facilities. Further, the installation of all tanks and/or facilities shall meet the requirements of the Uniform Fire Code, Article 24.

56. OPERATOR AND LESSEE.

- A. Security. For gates or doors that are controlled and maintained by an Operator/Lessee and that provide access to the AOA through an Operator/Lessee's Leased Premises, it is the responsibility of all Operator/Lessees to ensure that such gates and doors remain closed, locked and secured when not in use and to ensure that all gates and doors and locking/securing mechanisms, and other public safeguards are continually and conscientiously used in a manner so as to protect all persons. No person shall cause any object to be located within three (3) feet of the Airport perimeter fence, which may assist an unauthorized individual in accessing the AOA.

- B. Construction or Alteration of Improvements. Any construction or alteration of an Improvement (including City Hangars) located on the Airport shall be performed in compliance with requirements as may be established by the City and must be approved in writing in advance by the Airport Manager.

C. Maintenance of Premises.

1. All Operators and Lessees are required to keep the land and/or Improvements under lease (or being occupied or used) free from all fire hazards and maintain the same in a condition of repair, cleanliness and general maintenance in accordance with the Operator's or Lessee's Agreement
 - a. Failure by Operator or Lessee to maintain the land or Improvements under lease (or being occupied or used) within the timeframe of the written notice from Airport, may result in the Airport conducting or contracting the maintenance at Operator's or Lessee's expense.
2. All Operators and Lessees shall be fully responsible for all damage to facilities, Equipment, real property, related appurtenances and all other improvements in the ownership, care, custody or control of the Airport, caused by the Operator or Lessee, or by their employees, agents, customers, visitors, suppliers or persons with whom they do business.
3. Facilities (including hangar floors) shall be kept clean and clear of the accumulation of oil, grease, flammable liquids, rags or other waste materials.
 - a. The use of volatile or flammable solvents for cleaning floors is prohibited.

D. Fire Prevention. Operators and Lessees shall be responsible for ensuring that fire prevention practices and/or procedures are followed at all times.

1. Operators and Lessees that have employees conducting fueling or fuel transfer operation must ensure that all employees receive proper fire prevention, use of fire extinguishers, responding to fuel and oil spills, and handling flammable materials training or instruction immediately upon employment and that employees receive such training or instruction annually thereafter and shall document such training.
2. Operators and Lessees shall provide proper, adequate, inspected, certified, and readily accessible fire extinguishers (that are approved by fire underwriters) for the particular hazard involved (or associated with the activity).
 - a. Fire extinguishers shall be maintained in accordance with the National Fire Code.
 - b. Logs showing the date of last inspection shall be attached to each unit or records acceptable by fire underwriters shall be kept showing the status of such Equipment.
3. Heating Equipment. All heating Equipment and fuel burning appliances installed or used on the Airport shall comply with the requirements of City, the State of California, the Uniform Fire Code, National Board of Fire Underwriters, and the Fire Department.

E. Aircraft Hangars. Aircraft hangars shall only be used to conduct Aircraft Maintenance and for storage and parking of Aircraft and associated Aircraft Equipment and supplies as approved by the Airport Manager and the Fire Marshal.

F. Aircraft Tiedowns. Aircraft Tiedowns shall only be used for the following purposes:

1. Storage and parking of the Aircraft listed on the Agreement for that Tiedown or parked in a manner so as to be completely contained within the space and not obstruct adjacent Aircraft parking and/or storage areas, Taxiways or

- Taxilanes, except for temporary staging and/or fueling of such Aircraft while the Aircraft is continuously attended by a person.
2. Performing preventative maintenance (as defined in 14 CFR Part 43) on the Aircraft listed on the Agreement for that Tiedown and in accordance with applicable Regulatory Measures.
- G. Storage of Materials. Operators and/or Lessees shall store, stack, box or bag material (or Equipment) in such a manner as to preclude creating any hazard, obstructing any operation, or littering.
1. Storage of materials or equipment shall not be permitted outdoors.
 2. Operators and/or Lessees of the Airport can store non-hazardous items in a fully-enclosed and secured container on their Leased Premises in compliance with all applicable Regulatory Measures.
- H. Storage Containers. Railroad (box or tanker) cars, intermodal containers, or tanker, truck or flatbed trailers, etc., shall not be stored or used to store any type of materials, Vehicles or Equipment without the prior written permission of the Airport Manager.
- I. Storage on Airport. Unless otherwise provided in an Agreement with the City, or with permission from the Airport Manager, no person shall use any area of the Airport for storage of cargo or other Property. In the event of a violation of this provision, the Airport Manager shall have the authority to order the cargo or other Property removed, or to cause the same to be removed and stored at the expense of the owner or consignee thereof, without liability for damage thereto arising from or out of such removal or storage on the part of the City or its agents or employees.
- J. Compressed Gases. Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinder(s) or tank(s) being secured.
1. Compressed gas cylinders or tanks must have approved and fully operational pressure relief devices installed.
 2. Cylinders or tanks not in use shall have an approved transportation safety cap installed.
 3. Cylinders or tanks shall be maintained in compliance with all applicable rules and regulations.

57. DEFINITIONS

Abandoned. As applicable to Aircraft, Vehicles and Property, means that it is stationary on the Airport and may be in a condition that is unserviceable or undriveable including: expired license plates, missing or flat tire(s), broken window(s), engine removed or parts of engine removed so that the engine is inoperable, or any other Aircraft, Vehicle or Property that has been declared as an Abandoned by the Airport Manager or a designated representative.

AC. Advisory Circular issued by the FAA to help explain the intent of a federal regulation, to provide guidance and information to the aviation public in a designated subject area, or to show an acceptable method for complying with a related federal regulation.

Accident, A collision or other contact between any part of an Aircraft, Vehicle, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emergence from a moving Aircraft or Vehicle by a person which results in personal injury or death to such person or some other person or which results in Property damage.

Aeronautical Activity (or "Aeronautical Activities" or "Activity" or "Activities"), Any Activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another Aeronautical Activity, or which contributes to or is required for the safety of such operations. The following Activities, without limitation, which are commonly conducted on airports, are considered Aeronautical Activities within this definition: Aircraft charter, pilot training, Aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), Aircraft sales and service, sale of aviation fuel and oil, Aircraft Maintenance, sale of Aircraft parts, and any other Activities which, in the sole judgment of the Airport, because of their direct relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an Aeronautical Activity.

Agency, Any federal, state, or local governmental entity, unit, agency, organization, or authority.

Agreement (or "Permit"), A written contract, executed by both parties, and enforceable by law between the City and an entity granting a concession, transferring rights or interest in land and/or improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain Activities. Such Agreement will recite the terms and conditions under which the Activity will be conducted at the Airport including, but not limited to, term of the Agreement; rents, fees, and charges to be paid by the entity; and the rights and obligations of the respective parties. Examples include, by way not necessarily be limited to, Commercial Aviation Permits or Taxiway Access Permits issued by the City.

Air Traffic Control (or "ATC"), A service operated by appropriate authority to promote the safe, orderly, and expeditious flow of Aircraft and Vehicle traffic on the Aircraft Movement Area (AMA – see below) and in the airspace above and within the Traffic Control Zone.

Aircraft, Any contrivance now known or hereafter invented, which is used or designed for navigation of or flight in air, except a parachute or other contrivance designed for such navigation but used primarily as safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, and seaplanes.

Aircraft Design Group, A grouping of Aircraft based upon wingspan. The groupings are identified in FAA Advisory Circular 150/5300-4 [series].

Aircraft Maintenance, The repair, maintenance, alteration, preservation, or inspection of Aircraft (including the replacement of parts). Major repairs include major alterations to the airframe, powerplant, and propeller as defined in 14 CFR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of Aircraft and their accessories.

Aircraft Operator, A person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as owner, lessee, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.

Airframe and Powerplant Mechanic (or "A & P Mechanic"), A person who holds an Aircraft mechanic certificate with both the airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Airport, The Hayward Executive Airport and all land, Improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant and sponsor assurance) and as it may hereinafter be extended, enlarged, or modified.

Airport Assurances, Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus property.

Airport Manager, The individual duly designated from time to time by the City with the duty to manage, supervise, control, and protect the Airport or such other employee of the Airport as the Airport Manager may from time to time designate to carry out the duties of the Airport Manager.

Aircraft Movement Area (AMA), The runways, Taxiways, and other areas of the Airport which are utilized for taxiing/hover taxiing, air taxiing, takeoff, and landing of Aircraft, exclusive of loading Aprons and parking areas [see diagram].

Airport Operations Area (AOA), This area includes Aircraft Movement Areas, non-Aircraft Movement Areas, Aprons, loading ramps, and safety areas, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures [see diagram].

Airport Roadway, Those vehicular ways on the Airport designated and made available by the Airport as ways to which the public has the right of access and connects to the public roadway.

Airport Layout Plan (or "ALP"), The currently approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, Taxiways, buildings, roadways, utilities, nav aids, etc.

Applicant (or "Proposed Operator or Lessee"), An entity desiring to use land and/or Improvements at the Airport to engage in Aeronautical Activities and who shall apply in writing in the manner or form required by the City for authorization to engage in such Activities at the Airport.

Apron, Those paved areas of the Airport within the AOA designated by the Airport for the loading or unloading of passengers, servicing, or parking of Aircraft.

Association, An entity legally formed and recognized under the laws of the State of California having an existence separate and apart from its members or shareholders (i.e., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.).

Authorizing Agent, Any entity, Lessee, or Aircraft Operator based at the Airport or an Agency that holds an Agreement with the Airport.

Avgas, Aviation Gasoline

Based Aircraft, Any Aircraft utilizing the airport as a base of operation (other than occasional transient purposes) whose registered owner has notified the Airport Manager of the Aircraft's existence on the Airport such as with an assigned tie-down or hangar space on the Airport or adjoining property which has direct Taxiway access to the Airport.

Certificates of Insurance, A certificate provided by and executed by an Operator's insurance company evidencing the insurance coverages and limits of the Operator.

CFR, Code for Federal Regulations, as may be amended from time to time.

City Manager, The individual who, as the chief administrative officer of the City of Hayward, is responsible for the proper administration of all affairs of the City of Hayward.

Commercial, An Activity with the intent to generate and/or secure earnings, income, compensation, and/or profit, whether or not such objectives are accomplished. For the purpose of securing earnings, income, compensation (including exchange or barter of goods and services), and/or profit, whether or not such objectives are accomplished.

Commercial Operator, An entity that has entered into an Agreement with the City to engage in an Aeronautical Activity or Aeronautical Activities at the Airport for Commercial purposes.

Commercial Vehicle, A Vehicle of any type used or maintained for the transportation of persons, goods or property for hire, compensation or profit.

Compensation, Any form of reimbursement for goods or services such as, but not limited to, monetary or barter.

Contiguous Land, Land that is sharing an edge or boundary or is separated by no more than a Taxilane.

Control Zone, Control zone shall mean that airspace of defined geographical dimensions designated by the FAA above and surrounding the Airport, within which the ATCT exercises authority.

Courtesy Vehicle, Any Vehicle used in Commercial Activity, other than a taxicab, to transport persons, baggage, or goods, or any combination thereof, between the Airport and off-Airport businesses such as hotels, motels, or other attractions and the business establishment owning or operating such Vehicle, the operation of which is generally performed as a service without direct costs to the passenger.

Cruising, The operation of a Vehicle for hire at the Airport in search of or soliciting prospective passengers.

Current, All rents, fees, and other charges (required to be paid under any Agreement) are paid.

Derelict, Any Aircraft, Equipment, Property or Vehicle parked or placed on the Airport that City has determined to be Abandoned as may be apparent (in part) through neglect, ruin, desertion or dilapidation, irrespective of whether or not the Aircraft, Equipment, Property or Vehicle may cause or constitute an imminent or immediate danger to the health or safety of the persons using the Airport.

Emergency Public Service, Services provided to the general public including police, fire, rescue, and emergency medical and/or ambulatory transportation.

Emergency Vehicle, Vehicle of the police or fire department, ambulance or any Vehicle conveying an Airport official or Airport employee in response to an official emergency call.

Employee(s), Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee (i.e., social security and Medicare). The determination of status between "employee" and "contractor" shall be made according to then current IRS standards.

Equipment, All property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right, A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An exclusive right may be conferred either by express Agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights (subject to Minimum Standards), would be an exclusive right. An exclusive right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an exclusive right to occupy real estate, which is permitted by federal regulation under certain conditions.

Federal Aviation Administration (or "FAA"), The Agency within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.

FAA Advisory Circular 36-3F, FAA publication entitled, "Estimated Noise Level in A-Weighted Decibels," which lists takeoff and approach noise levels for all fixed-wing aircraft in the U.S. Fleet (except for experimental and antique aircraft) as measured at 21,325 feet (6,500 meters) from beginning of takeoff roll for takeoff noise and 6,652 feet (2,000 meters) from the landing threshold for approach noise, including all revision thereof, or the version of that document currently in effect.

Fire Department, City of Hayward Fire Department fire fighting personnel (including Aircraft Rescue and Fire Fighting personnel) who are responsible for fire fighting at the Airport. As such, the terms "Fire Department" and "Aircraft Rescue and Fire Fighting personnel" are used interchangeably.

Fire Marshal, The Fire Marshal of the City of Hayward Fire Department.

Fixed-Based Operator (or "FBO"), An entity that is authorized and required by Agreement with the City to provide to the public, at a minimum, the following Activities at the Airport:

- A. Sale of Aviation Fuels and Lubricants
- B. Ancillary Aircraft Ground Services and Support
- C. Tiedown, Hangar, and Parking
- D. Aircraft Maintenance

Flight Training, Any use of an Aircraft to increase or maintain pilot or crewmember proficiency rather than the use of an Aircraft as transportation between two different Airports or other destinations. Flight Training shall also include any portion of a flight between two Airports or other destinations dedicated to increase or maintain pilot or crewmember proficiency.

Fuel, Any substance (solid, liquid, or gaseous) used to operate any engine in Aircraft, Vehicles, or equipment.

Fuel Handling, The transporting, delivering, fueling, or draining of Fuel or Fuel waste products.

General Aviation, All aviation with exception of air carriers (including cargo) and government. General Aviation Aircraft are utilized for Commercial and Non-Commercial purposes including business/corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.

Hazardous Waste and/or Materials, Any oil, petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes, toxic wastes or substances or any other wastes, material or pollutants which pose a hazard to the health and safety of the owners, occupants, or any person on (or entering) the Leased Premises or properties adjacent to it and/or cause the Property to be in violation of any Regulatory Measure, or which are classified as hazardous materials under applicable Regulatory Measures.

Improvements, All buildings, structures, additions, and facilities including pavement, utilities, concrete, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Infrastructure, Runways, Taxiways, Taxilanes, Aprons, nav aids, Airport roadways, and utilities.

Jet Fuel, Fuel commonly utilized in Turboprop and Turbojet Aircraft.

Law Enforcement Officer, A government employee who is responsible for the prevention, investigation, apprehension, or detention of individuals suspected or convicted of offenses against the criminal laws.

Leased Premises, The land and/or Improvements used exclusively by Operator for the conduct of Operator's Activities.

Lessee, An entity that has entered into an Agreement with the Airport to occupy, use, and/or develop land and/or Improvements and engage in Aeronautical Activities.

Limousine, A Vehicle for hire that is not configured with a taximeter, which charges unmetered predetermined rates.

Loitering, Remaining in an area for no obvious reason or no ability to give a satisfactory explanation of one's presence.

Master Plan, An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by the Airport, a copy of which is on file and available for inspection in the Airport Manager's office, and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan (ALP) is a part of the Master Plan.

Minimum Standards, Those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as then may be amended from time to time.

National Fire Protection Association (or "NFPA"), All codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.

Non-Commercial, Not for the purpose of securing earnings, income, compensation, and/or profit.

Non-Commercial Operator, An entity that either owns or leases and operates Aircraft for personal or recreational purposes. In the case of a business, the operation of Aircraft must be an ancillary Activity to support the business' purposes by providing transportation for the exclusive use of its employees, agents, and/or customers. In all cases, the Non-Commercial Operator neither offers nor engages in Commercial Aeronautical Activities.

Non-Commercial Self-Fueling Permittee, An entity who is permitted to fuel their own Aircraft using their own Employees and equipment for non-commercial purposes. An example would be an Airport Lessee who owns his own Aircraft, who is in compliance with the Minimum Standards (i.e., storage facility, Vehicle, equipment, etc.) and fuels only his own Aircraft. Those entities that have Agreements granting them the rights to perform Commercial Fueling (e.g., FBO) are not required to apply for a Non-Commercial Self-Fueling Permit.

Non-Exclusive Use Areas, The land and/or Improvements at the Airport that is available for use on a non-exclusive basis.

Official Vehicle, A Vehicle used for Aircraft Rescue and Fire Fighting, ambulance, police, security, maintenance, FAA and others specifically authorized by the Airport Manager.

Operator, An entity that has entered into an Agreement with the Airport to engage in Aeronautical Activities.

Owner, The registered legal owner of an Aircraft according to the records of the FAA or a Vehicle according to the Department of Motor Vehicle records.

Park, The standing of an Aircraft or Vehicle, whether occupied or not, otherwise than very briefly (no more than 10 minutes) for the purpose of and while actually engaged in loading or unloading of Property of passengers.

Paved, To lay or cover with asphalt or concrete that forms a firm level surface.

Permission, A right or approval granted by the Airport Manager.

Piston Aircraft, An Aircraft that utilizes a reciprocating engine for propulsion.

Police Department, Agency and law enforcement officers having jurisdiction (responsibility) over those portions of the Airport located within the City. As such, the terms "Police Department" and "law enforcement officer" are used interchangeably.

Private Aircraft, Aircraft operated Non-Commercially by the owner(s). This does not prohibit the owner(s) or operator(s) of private Aircraft from sharing the expense of the operations of an Aircraft. Private Aircraft may be used by persona other than the owner, provided no remuneration accrues to the owner, which can be considered profit. Company and corporately owned Aircraft that are operated for the free transportation of personnel and/or products are classified a private Aircraft and subject to the same restrictions. New and used privately owned Aircraft held for sale only may be demonstrated to prospective purchasers or, when sold, may be used to instruct the new owner in their operation.

Private Vehicle, Any Vehicle operated for transportation of persons or baggage that are not customers of the Vehicle Operator, and no revenue is being derived from the transportation either directly or indirectly.

Property, Anything that is owned by an entity. Property is divided into two types: "real property", which is any interest in land, real estate, growing plants or the Improvements on it, and "personal property", which is everything else.

Public Area, Those areas of the Airport open for public thoroughfare, gathering, waiting, and/or viewing, and in which access is not restricted by federal or Airport regulations.

Public Safety Officer, Law Enforcement Officers of the City, or any other federal, state, or local government Agency.

Readily Available, Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

Refueling Vehicle, Any Vehicle used for transporting, handling or dispensing of Fuels, oils, lubricants.

Regulatory Measures, Federal, state, county, local, and Airport, laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the TSA, FAA, EPA, NFPA, Aircraft Rescue and Fire Fighting Standard Operating Guidelines, and the Airport Certification Manual, these Primary Guiding Documents; all as may be in existence, hereafter enacted, and amended from time to time.

Repair Station, A certified Aircraft Maintenance facility approved by the FAA to perform certain specific maintenance functions. These facilities are certificated under 14 CFR Part 145.

Restricted Area, Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel pursuant to applicable Regulatory Measures, including but not limited to: runways, Taxiways, Taxilanes, fire lanes, airport maintenance facilities, mechanical rooms, electrical vaults, fire breaks and any other areas marked as such with appropriate signage.

Rules and Regulations, Rules and Regulations of the Airport, properly adopted by Resolution of the City, as may be amended from time to time.

Run-up, Aircraft engine operation above normal idle power for purposes other than initiating taxi or takeoff.

Self-Fueling, The fueling of an Aircraft by the Owner of the Aircraft or the Owner's Employee using the Owner's Equipment.

Self-Service Fueling, Dispensing Fuel into an Aircraft using a Commercial self-service Aircraft fueling station.

Single Event Noise Exposure Level (SENEL), The single event noise exposure level, in decibels, is the noise exposure level of a single event, such as an aircraft flyby, measured over the time interval between the initial and final times for which the noise level of a single event exceeds a given threshold noise level.

SPCC Plan, Spill Prevention Contingency and Control Plan.

Specialized Aviation Service Operator (or "SASO"), A Commercial Operator engaged in providing a single aeronautical service, or a combination of aeronautical services, including, but not limited to, Aircraft Maintenance, avionics or instrument maintenance, Aircraft rental and/or flight training, Aircraft charter or Aircraft Management, Aircraft sales, and/or Aircraft storage. A SASO is not permitted to engage in Commercial activities involving aviation Fuel.

Sublease, An Agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator's or Lessee's Leased Premises and is enforceable by law, regardless of whether the interest in land is an estate for years or a usufruct.

Sublessee, An entity that has entered into a Sublease with an Operator or Lessee who is authorized to engage in Commercial Aeronautical Activities at the Airport.

SWMP, The current Storm Water Management Plan in place at the Airport, as may be amended from time to time.

Taxilane, The portion of the Aircraft parking area used for access between Taxiways and Aprons and not under ATCT control.

Taxiway, A defined path, usually paved, over which Aircraft can taxi from one part of an airport to another (excluding the runway) and is under ATCT control, but shall not include Leased Premises.

Tiedown, An area paved or unpaved suitable for parking and mooring of Aircraft wherein suitable Tiedown points are located.

Touch-and-Go, The act of landing an Aircraft on a runway and immediately taking off in the same direction on that runway instead of landing and coming to a full stop on the runway before proceeding on a Taxiway to a parking location or to another runway.

Transient Aircraft, Any Aircraft utilizing the Airport for occasional transient purposes and is not based at the Airport.

Transient Parking, The parking of Aircraft not normally based at the Airport in an area specifically set aside by the Airport for this purpose.

Turbojet Aircraft, An Aircraft that utilizes a form of heat engine that produces thrust by accelerating a relatively small mass of air through a large change in velocity for propulsion.

Turboprop Aircraft, An Aircraft that utilizes a gas turbine engine to drive a set of reduction gears, which in turn, drives a propeller for propulsion.

Ultralight Vehicle, Any contrivance used or intended to be used for manned operation in the air by a single occupant; does not have any U.S. or foreign airworthiness certificate; and if unpowered, weighs less than 155 pounds; or if powered, weighs less than 254 pounds empty weight, excluding floats and safety devices which are intended for deployment in a potentially catastrophic situation; has a Fuel capacity not exceeding 5 U.S. gallons; is not capable of more than 55 knots calibrated airspeed at full power in level flight; and has a power-off stall speed which does not exceed 24 knots calibrated airspeed.

Vehicle, Any device that is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

Vehicle Operator, Any person who is in actual physical control of a Vehicle.

Vehicle Service Road, That portion of the AOA specifically designated and appropriately marked (e.g., Zipper Lanes) for the movement of authorized Vehicles. Vehicle Service Roads are delineated on the AOA when there is a need to define a pathway for Vehicle operations.

Zipper Lane(s), "Zipper" markings are used to delineate the edges of a Vehicle Service Road (roadway) where the roadway edges need enhanced delineation. Zipper markings consists of two dashed white lines side by side with alternating dashes along each edge of the roadway.

57-59. [RESERVED]

City of Hayward

Hayward Executive Airport

Minimum Standards



HAYWARD EXECUTIVE AIRPORT

MINIMUM STANDARDS

(As Adopted by Reference in Ord. No. 07-xxx C.S., adopted _____, 2007)

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HAYWARD EXECUTIVE AIRPORT

MINIMUM STANDARDS

(As Adopted by Reference in Ord. No. 07-xxx C.S., adopted _____, 2007)

60. PURPOSE AND SCOPE. This portion (Sections 60 to 89) of Ordinance No. 07-____ C.S., is to encourage, promote and ensure: (1) the delivery of high quality General Aviation products, services and facilities to Airport users; (2) the design and development of quality General Aviation Improvements and facilities at the Airport; (3) safety and security; (4) the economic health of General Aviation Airport businesses; and (5) the orderly development of Airport property.

Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be developed on a case-by-case basis for such Activities and incorporated into the Operator's Agreement.

Specialized Aviation Service Operators (SASO) are encouraged to be Sublessees of a Fixed Base Operator (FBO); however, if suitable land or Improvements are not available or cannot be secured from an FBO, SASOs may Sublease Improvements from another SASO, lease land from the City, and may request in writing to the City to construct Improvements on such land in the areas designated by the City, or lease Improvements from the City.

61. EXCLUSIVE RIGHTS. In accordance with the Airport Assurances given to the federal or state government by the City as a condition to receiving federal or state funds, the granting of rights or privileges to engage in Commercial Aeronautical Activities shall not be construed in any manner as affording an Operator any Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to the Operator, and then only to the extent provided in an Agreement.

- A. The presence on the Airport of only one entity engaged in a particular Commercial Aeronautical Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the City not to enter into or promote an understanding, commitment or express agreement to exclude other reasonably qualified entities. Accordingly, those who desire to enter into an Agreement with the City should neither expect nor request that the City exclude others who also desire to engage in the same or similar Activities. The opportunity to engage in a Commercial Aeronautical Activity shall be made available to those entities meeting the qualifications and the requirements set forth in these Minimum Standards and as space may be available at the Airport to support such Activity provided such use is consistent with the current and planned uses of Airport land and Improvements and is in the best interest of the City.
- B. If the FAA determines that any provision of these Minimum Standards, Agreement, or a practice constitutes a grant of a prohibited Exclusive Right, such provision or practice shall be deemed null and void and/or such practice shall be discontinued immediately.

62. APPLICABILITY. These Minimum Standards specify the standards and requirements that must be met by any entity desiring to engage in one or more General Aviation Aeronautical Activities at the Airport. Throughout these Minimum Standards, the words “standards” or “requirements” shall be understood to be modified by the word “minimum” except where explicitly stated otherwise. Any required determinations, interpretations or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the City. All entities are encouraged to exceed the applicable minimum standards. No entity shall be allowed to engage in Aeronautical Activities at the Airport under conditions that do not, in the City’s sole but reasonable discretion, meet these Minimum Standards.

- A. These Minimum Standards shall apply to any new Agreement or any amendment to any existing Agreement relating to the occupancy or use of Airport land or Improvements for General Aviation Aeronautical Activities. If an entity desires, under the terms of an existing Agreement to materially change its Aeronautical Activities, the City shall, as a condition of its approval of such change, require the entity to fully comply with these Minimum Standards.
 - 1. These Minimum Standards shall not affect any Agreement or amendment to such Agreement properly executed prior to the date of promulgation of these Minimum Standards except as provided for in such Agreement, in which case these Minimum Standards shall apply to the extent permitted by such Agreement.
 - 2. Upon termination of an Agreement (or amended Agreement), Operator shall be required to comply with these Minimum Standards prior to executing a new Agreement.
 - 3. These Minimum Standards shall not be deemed to modify any existing Agreement under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the City from entering into or enforcing an Agreement that requires an entity to exceed the Minimum Standards.
- B. Operators currently providing Activities without an Agreement with the City will have six (6) months from the date of adoption of these Minimum Standards to become compliant with these Minimum Standards.
- C. If these Minimum Standards are amended after Operator enters into an Agreement with the City, the Operator shall not be required to increase Operator’s Leased Premises or construct additional Improvements to be in compliance with the amended Minimum Standards until such time as Operator amends the existing Agreement or enters into a new Agreement with the City.

63. GENERAL REQUIREMENTS.

- A. Introduction. All Operators engaging in Aeronautical Activities at the Airport shall comply with the requirements of the Airport Code, abide by the requirements of the Airport Rules & Regulations, as well as these Minimum Standards as applicable to the Operator's proposed Activities.
- B. Experience and Capability.
 - 1. Operator shall, in the judgment of the Airport Manager, demonstrate the capability of providing the proposed products, services and facilities and engaging in the proposed Activities in a safe, efficient, courteous, prompt and workmanlike manner in service to and to the benefit of, the public.
 - 2. Operator shall, in the judgment of the Airport Manager, demonstrate before and during the term of the Agreement the financial and technical responsibility, capability and integrity to develop and maintain Improvements; procure and maintain required Vehicles, Equipment, and/or Aircraft; employ proper level of personnel; and engage in the Activity.
- C. Agreement and Approval. No entity shall engage in an Activity unless the entity has an Agreement with the City authorizing such Activity or the entity has received written approval from the City to Sublease land or Improvements from an authorized Operator to conduct the Activity at the Airport. An Agreement shall not reduce or limit Operator's obligations with respect to these Minimum Standards.

64. MULTIPLE ACTIVITIES. When one or more than one Activity is conducted at the Airport by a single Operator, the minimum standards for the Operator shall be established by the Airport Manager. Depending upon the nature of the combined Activities, the minimum standards shall not be:

- A. Less than the highest standard for each element (e.g., land, hangar, office, shop, etc.) within the combined Activities, or
- B. Greater than the cumulative standards for all of the combined Activities.

Therefore, if an Operator is involved with two or more Activities on the Airport, at a minimum, the most demanding of the minimum standards will be applied to overlapping Activities.

65. LEASED PREMISES – ALL OPERATORS. Operator shall lease or Sublease sufficient land and/or lease, Sublease, or construct sufficient Improvements for the Activity as stipulated in these Minimum Standards.

- A. Aprons and Paved Tiedowns. Aprons and Paved Tiedowns (if required) must be adequate size and weight bearing capacity to accommodate the movement, staging and Parking of Operator's, Operator's Sublessees' and customers' Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in Taxilanes or Taxiways. Aprons associated with hangars shall be able to accommodate the movement of the largest Aircraft the hangar is able to accommodate into and out of the hangar, staging and Parking of customer and/or Operator Aircraft without interfering with the movement of Aircraft in and out of

other facilities and Aircraft operating in Taxilanes or Taxiways. Staging of Aircraft out of Operator's facility shall not interfere with City's vehicle right-of-way (i.e., Vehicle Service Road or "Zipper Lanes") established for use by public.

- B. Vehicle Parking. Paved Vehicle Parking shall be sufficient to accommodate all Operator's and Operator's Sublessees' (if Subleasing facilities) customers, employees, visitors, vendors and suppliers Vehicles on a daily basis. Paved Vehicle Parking shall be on Operator's Leased Premises and/or located in close proximity to Operator's main facility. City will not permit "credit" for required Vehicle Parking of Vehicles that Operator intends to park on-street.

66. PRODUCTS, SERVICES AND FACILITIES.

- A. Products, services and facilities shall be provided on a reasonable, and not unjustly discriminatory basis to all consumers and users of the Airport.
- B. Operator shall charge reasonable and not unjustly discriminatory, prices for each product, service or facility, provided that Operator may be allowed to make reasonable discounts, rebates or other similar types of price reductions to volume purchasers.
- C. Operator shall conduct its Activities on and from the Leased Premises in a safe, efficient, and first class professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services and facilities and engaging in similar Activities from similar Leased Premises in like markets.

67. NON-DISCRIMINATION. Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

68. LICENSES, PERMITS, CERTIFICATIONS AND RATINGS. Operator and Operator's personnel shall obtain and comply with, at Operator's sole expense, all necessary licenses, permits, certifications or ratings required for the conduct of Operator's Activities at the Airport as required by the City or any other duly authorized Agency prior to engaging in any Activity at the Airport. Upon request, Operator shall provide copies of such licenses, permits, certifications or ratings to the Airport Manager within 10 business days. Operator shall keep in effect and post in a prominent place all necessary or required licenses, permits, certifications or ratings.

69. PERSONNEL.

- A. The person managing the Operator's Activities shall have sufficient experience managing a comparable Activity to that proposed on the Operator's application as determined by the Airport Manager.

- B. Operator shall provide a responsible person on the Leased Premises to supervise Activities and such person shall be qualified and authorized to represent and act for and on behalf of Operator during all hours of Activities with respect to the method, manner and conduct of the Operator and Operator's Activities. When such responsible person is not on the Leased Premises, such individual shall be immediately available by telephone or pager.
- C. Operator shall have in its employ, on duty, and on premises during hours of Activity, properly trained, qualified and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each Activity being conducted in a safe, efficient, courteous and prompt manner.
- D. Operator shall control the conduct, demeanor and dress of their employees. It shall be the responsibility of the Operator to maintain close supervision over Operator's employees in order to ensure that a high standard of products, services and facilities are provided in a safe, efficient, courteous and prompt manner.

70. SECURITY. Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the Airport Manager including the name of the primary and secondary contacts and a 24-hour telephone number for both contacts.

- A. Operator shall develop and maintain a Security Plan.
- B. Operator shall maintain fencing, doors, gates, lighting, and locks in good condition at all times.
- C. Aircraft Rental Flight Instruction Operators must positively identify new students and renter pilots.
- D. Aircraft Charter and Aircraft Management Operators and other businesses involved in the dispatching of Aircraft must develop procedures to verify whom Aircraft are dispatched to.
- E. All Operators must develop positive key control and Apron access procedures.
- F. All Operators must comply with the pertinent reporting requirements to FAA and law enforcement Agencies.

71. INSURANCE. Operator shall procure, maintain, and pay premiums during the term of any Agreement for insurance policies required by Regulatory Measures and the types and minimum limits set forth in Attachment B (Minimum Insurance Requirements) of these Minimum Standards for each Activity.

- A. The insurance company or companies underwriting the required policies shall be licensed (with Best rating of A-7) or authorized to write such insurance in the state of California or be approved in writing by the City.

1. When coverage's or limits set forth in Attachment A are not commercially available, appropriate replacement coverage's or limits must be approved, in advance, by the Airport Manager.
- B. All insurance, which Operator is required by the City to carry and keep in force, shall name the City and the Airport, as additional insureds.
- C. Certificates of Insurance for the insurance required by Regulatory Measures and set forth by these Minimum Standards for each Activity shall be delivered to the City upon execution of any Agreement or approval. Operator shall furnish additional Certificates of Insurance 30 days prior to any changes in coverage, if the change results in a reduction. Current proof of insurance shall be continually provided to the City throughout the term of the Agreement.
- D. The limits stipulated in Attachment A of these Minimum Standards represent the minimum coverage and policy limits that shall be maintained by the Operator to engage in Activities at the Airport. Operators are encouraged to secure higher policy limits.
- E. Operator shall, at its sole cost and expense, cause all Improvements on the Leased Premises to be kept insured to the full insurable value (current replacement cost with no depreciation) thereof against the perils of fire, lightening, wind, hail, extended coverage, and/or vandalism. The proceeds of any such insurance paid on account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said facilities or Improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved in writing by the Airport Manager.

72. TAXES. Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized Agency associated with Operator's Leased Premises (land and/or Improvements), Operator's Improvements on Leased Premises and/or Operator's Activities.

73. FIXED BASE OPERATOR (FBO). A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products, services and facilities to include, at a minimum, the following Activities at the Airport:

- A. Aviation Fuels and Lubricants:
 1. FBO shall deliver and dispense on and off FBO's Leased Premises, upon request, Jet Fuel, Avgas and Aircraft lubricants into all General Aviation Aircraft normally frequenting the Airport.
 2. FBO shall provide a response time of no more than 15 minutes during normal operating hours (excepting situations beyond the control of the FBO).
- B. Passenger, Crew and Aircraft Ground Services, Support and Amenities:
 1. FBO shall meet, direct and park all Aircraft arriving on Operator's Leased Premises.

2. FBO shall provide, or make available with on-site Equipment, the following Amenities:
 - a. Oxygen, nitrogen and compressed air services
 - b. Lavatory and Aircraft cleaning services
 - c. Aircraft ground power units
 - d. Courtesy transportation, utilizing Operator's Vehicles, for passengers, crew and baggage, as necessary
 - e. Crew and ground transportation arrangements (limousine, shuttle or rental car)
 - f. Aircraft catering

C. Aircraft Maintenance:

1. FBO shall be able to provide Aircraft Maintenance on the airframe, powerplants and associated systems of General Aviation Aircraft normally frequenting the Airport.
2. FBO shall engage in the sale of Aircraft parts and accessories.
3. FBO can meet these Minimum Standards for the provision of Aircraft Maintenance by and through an authorized Sublessee who meets the minimum standards for Aircraft Maintenance Operator and operates from FBO's Leased Premises.

74. LEASED PREMISES - FBO. FBO shall lease a minimum of 200,000 square feet of land upon which all Improvements shall be located, including: Apron/Paved Tiedown, Hangars, Terminal Building, Maintenance Area, Fuel storage and Vehicle Parking, to accommodate all Activities required of FBO through an Agreement with City.

- A. Contiguous Land. Minimum of 4.6 acres (200,000 sq.ft.), upon which all required Improvements including Apron, Paved Tiedown, fuel storage and equipment facilities and Vehicle Parking shall be located.
- B. Apron. Minimum of three (3) acres (130,680 sq.ft.), with sufficient weight bearing capacity to accommodate the largest Aircraft handled or serviced by FBO.
- C. Paved Tiedown. Adequate to accommodate the number, type, and size of Based Aircraft and Transient Aircraft requiring Tiedown space at the FBO's Leased Premises, but not less than 10 Paved Tiedown spaces.
- D. Facilities. Minimum of 20,000 sq.ft., consisting of the following:
 1. Terminal Space – 2,000 sq.ft., containing a customer area and administrative area.
 2. Hangar Space – 18,000 sq.ft., containing enough space dedicated to the provision of Aircraft Maintenance and Aircraft storage.

75. FUEL STORAGE, HANDLING AND EQUIPMENT. FBO shall construct (or cause to be constructed), install, handle, equip, staff and maintain an on-Airport Fuel storage facility at the Airport, unless otherwise authorized or required, in a location consistent with the Airport Master Plan, Airport Layout Plan, or other Land Use Plan and approved by the City, and shall include the following minimum requirements:

- A. Fuel Storage Facility: Fuel storage facility shall have total capacity for three (3) days peak supply of aviation Fuel for Aircraft being serviced by FBO. In no event shall the total storage capacity be less than:
1. 10,000 gallons for Jet Fuel storage
 2. 10,000 gallons for Avgas storage
 3. 500 gallons for mogas storage to be used for Non-Commercial servicing of the FBO's Vehicles and Equipment
 4. Adequate storage capacity for waste Fuel or test samples
- B. Fuel Handling: FBO shall, at its sole cost and expense, maintain the Fuel storage facility, all Improvements thereon, and all appurtenances thereto, in a clean, neat, orderly and fully functional condition consistent with good business practice and equal or better than in appearance and character to other similar Improvements on the Airport.
1. FBO shall have a written Spill Prevention Contingency and Control Plan ("SPCC Plan") that meets Regulatory Measures for Fuel storage facilities.
 2. FBO shall be liable and indemnify the City for all leaks, spills, or other damage that may result through the handling and dispensing of Fuel.
 3. Fuel delivered shall be clean, bright, pure and free of microscopic organisms, water or other contaminants. Ensuring the quality of the Fuel is the responsibility of FBO.
 4. FBO shall maintain current Fuel reports on file, including total gallons of Fuel delivered by type, and make such reports available for auditing at any reasonable time by the City.
- C. Fueling Equipment:
1. FBO shall have:
 - a. Two (2) Jet Fuel Refueling Vehicles.
 - (i) One (1) Jet Fuel Refueling Vehicle with a capacity of at least 3,000 gallons;
 - (ii) The other Jet Fuel Refueling Vehicle shall have a capacity of at least 1,000 gallons
 - b. Two (2) Avgas Refueling Vehicles with a capacity of at least 750 gallons each.
 2. A fixed, stand-alone Avgas refueling (self-service fueling) system constructed or installed and maintained by an FBO for public commercial use shall be in a location specified by the Airport Manager.
 3. Aircraft Refueling Vehicles shall be equipped with metering devices that meet all applicable Regulatory Measures.
 4. Each Refueling Vehicle shall be equipped and maintained to comply with all applicable safety and fire prevention requirements, standards and Regulatory Measure including without limitation, those prescribed by:
 - a. State of California Fire Code and local Fire District;
 - b. National Fire Protection Association (NFPA) Codes;
 - c. California Department of Health and Environmental Oil Inspection Regulatory Section;
 - c. Applicable FAA Advisory Circulars (AC) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".

- d. FBO shall maintain current records on file of quality control checks and inspections of Fuel storage facilities, fixed self-service fueling systems, and Refueling Vehicles and shall make such records available to the City for review/audit at any reasonable time.
 - 5. FBO shall develop and maintain Standard Operating Procedures (SOP) for Fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34 "Aircraft Ground Handling and Servicing." FBO's SOP shall include a training plan, Fuel quality assurance procedures and record keeping, and emergency response procedures to Fuel fires and spills. FBO's SOP shall also address:
 - a. bonding and fire protection;
 - b. public protection;
 - c. control of access to Fuel storage facilities; and
 - d. marking and labeling of Fuel storage tanks and Refueling Vehicles.
- D. Hours of Activity. Aircraft Fueling and passenger, crew and aircraft ground handling services, support and amenities shall be continuously offered and available to meet reasonable demands of the public for this Activity daily between the hours of 6:00 A.M. and 9 P.M., seven days a week. Holidays shall be staffed with personnel who are "on call" with response time not to exceed 60 minutes. Aircraft Maintenance shall be continuously offered and available to meet reasonable demand of the public for this Activity five days a week, eight hours a day. Aircraft Maintenance shall be available after hours, "on call", with response time not to exceed 60 minutes.

76. SPECIALIZED AVIATION SERVICE OPERATOR ("SASO") – DEFINITIONS. A Commercial Operator shall be engaged in providing a single aeronautical service, or a combination of aeronautical services, including, but not limited to the following:

- A. Aircraft Maintenance Operator: An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance (as defined in 14 CFR Part 43) for Aircraft other than those owned, leased and/or operated (and under the full and exclusive care, custody and control of) the Operator, which includes the sale of Aircraft parts and accessories.
- B. Avionics or Instrument Maintenance Operator: An Avionics or Instrument Maintenance Operator is a Commercial Operator engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, electrical systems or instruments).
- C. Aircraft Rental Operator: An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the general public.
- D. Flight Training Operator: A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the general public.
 - 1. A person holding a current FAA flight instructor's certificate, who gives occasional flight instruction (does not make flight instruction available to the general public) to an owner of an Aircraft in the owner's Aircraft, shall not be deemed a Commercial Activity.

- E. Aircraft Charter Operator: An Aircraft Charter Operator is a Commercial Operator engaged in on-demand common carriage for persons or Property (as defined in 14 CFR Part 135) or operates in private carriage under 14 CFR Part 125.
- F. Aircraft Management Operator: An Aircraft Management Operator is a Commercial Operator engaged in the business of providing Aircraft management including, but not limited to, flight dispatch, flight crews or Aircraft Maintenance coordination to the general public.
- G. Aircraft Sales Operator: An Aircraft Sales Operator is a Commercial Operator engaged in the sale of three (3) or more new and/or used Aircraft during a 12-month period.
- H. Aircraft Storage Operator: An Aircraft Storage Operator is a Commercial Operator that develops, owns and/or leases facilities for the purpose of selling or Subleasing (to the general public) Aircraft storage facilities and/or associated office or shop space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.
- I. Non-Commercial Aircraft Storage Operator: A Non-Commercial Aircraft Storage Operator is an entity that develops, constructs and/or owns one (1) or more hangar structures for the primary purpose of storing Aircraft for Non-Commercial purposes only.
- J. Other Commercial Aeronautical Activities: Commercial Operators engaged in:
1. Limited Aircraft Services and Support Operator: defined as limited Aircraft, engine or accessory support (for example—washing, cleaning, painting, upholstery, propeller, etc.) or other miscellaneous Activities directly related to Aircraft services and support.
 2. Miscellaneous Commercial Services and Support: defined as ground schools, simulator training, charter flight coordinators, aircrew management or any other miscellaneous Activities directly related to supporting or providing support services for a Commercial Activity.
 3. Air Transportation Services for Hire: defined as non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within 25 statute mile radius of the Airport); flights for aerial photography or survey, fire fighting, power line, underground cable, or pipe line patrol; or any other miscellaneous Activities directly related to air transportation services for hire (e.g., helicopter operations in construction or repair work).
- K. Private Flying Club. A Private Flying Club is an entity that is legally formed as a non-profit entity with the state of California, operates on a non-profit basis (so as not to receive revenues greater than the costs to operate, maintain, acquire and/or replace Flying Club aircraft), and restricts membership from the general public (i.e., does not advertise or make its membership available to the general public).
1. Each Private Flying Club member (Owner) must have an ownership interest in Private Flying Club.

2. No member (Owner) of a Private Flying Club shall receive Compensation for services provided for such Private Flying Club or its members (owners) unless such member (owner) is an authorized Operator with the City.
3. Private Flying Club Aircraft shall not be used by other than members (owners).
4. No member (owner) shall use Private Flying Club Aircraft in exchange for Compensation.
5. Private Flying Clubs shall not be required to meet the minimum standards stipulated for Aircraft Rental or Flight Training Operators so long as the Private Flying Club's membership is not available to the general public.
6. Private Flying Club shall maintain on file, and provide the Airport Manager with, the following current information: a) a complete membership list and investment (ownership) share held by each member including a record of all members (past and present) with full names, addresses, pilots license numbers, ratings, and the dates the memberships began and ended; b) all aircraft owned, leased, or used by each Private Flying Club must be registered with the Airport Manager; c) copies of bylaws, articles of incorporation, operating rules, membership agreements, and the location and address of the club's registered office; d) roster of all officers and directors including home and business addresses and phone numbers; e) designee responsible for compliance with these Minimum Standards and other Regulatory Measures; f) required certificates of insurance (see Section 12.4.1 below). Thirty (30) days prior notice of notice of cancellation shall also be filed with the Airport Manager.

L. Non-Commercial Self-Fueling Permittee. All entities desirous of Self-Fueling shall be accorded a reasonable opportunity without unlawful discrimination, to qualify and receive a Non-Commercial Fueling Permit. Those entities that have Agreements granting them the rights to perform Commercial Fueling (e.g., FBO) are not required to apply for a Non-Commercial Self-Fueling Permit. (See Section 81.)

1. No entity shall engage in Self-Fueling activities unless a valid Non-Commercial Self-Fueling "Permit" authorizing such activity has been obtained from the Airport. Such entities shall be referred to as "Permittees".
2. The Permit shall not reduce or limit Permittee's obligations with respect to the Self-Service Fueling standards.
3. Prior to issuance and subsequently upon request by the Airport Manager, Permittee shall provide evidence that any Aircraft being operated under the full and exclusive control of Permittee is owned or leased by Permittee.

77. SPECIALIZED AVIATION SERVICE OPERATOR (“SASO”) – MINIMUM STANDARDS. Operators engaging in the Activity(s) defined in Section 76 [above] shall meet or exceed the following minimum standards which shall be reviewed and approved in advance by the Airport Manager:

- A. **Leased Premises:** SASOs shall have adequate land, facilities and Vehicle Parking to accommodate all Activities of the Operator and all approved Sublessees. All Improvements including Apron, facilities and Vehicle Parking, shall be located on Contiguous Land. City’s minimum Leased Premises requirements are set forth in Attachment A to these Minimum Standards.
- B. **Licenses and Certification:** Operators shall have and provide to the Airport evidence of all federal, state and local licenses, certificates and permits that are required to conduct the Activity. When required by any Agency, Operators’ relevant personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for the work being performed.
- C. **Personnel:** Operator shall provide a sufficient number of personnel to adequately and safely carry out their Activity in a courteous, prompt and efficient manner and meet the reasonable demands of the public for this Activity.
- D. **Equipment:** If applicable, Operators shall provide sufficient Equipment, supplies and availability of parts as required for certification as an FAA Repair Station and post such FAA certificate in public view. Operators shall have access to tugs, tow bars, jacks, dollies, and other equipment, supplies and parts required to adequately perform the Activity.
- E. **Hours of Activity:** Operators shall be open and services shall be available to meet reasonable demands of the public for the Activity, at least five (5) days a week, eight (8) hours a day and available after hours, on-call, with a response time not to exceed 60 minutes.
- F. **Insurance:** Operators shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment B – Minimum Insurance Requirements to these Minimum Standards.

78. BUSINESS QUALIFICATION APPLICATION and BUSINESS PLAN.

- A. **Business Qualification Application.** Any entity desiring to engage in a Commercial Aeronautical Activity at the Airport, shall submit a complete Business Qualification Application (“Application”) to the Airport Manager for consideration by City. The *Business Qualification Application* is Attachment C to these Minimum Standards. The prospective Operator shall submit all of the relevant information requested on the Application and thereafter shall submit any additional information that may be required or requested by the Airport Manager in order to properly evaluate the Application. The Airport Manager will evaluate the Application for analysis of the prospective operation including, but not limited to, verifiable history of experience, financial statements, references, etc. No Application will be deemed complete that does not provide the Airport Manager and City with the information necessary to

allow the Airport Manager and City to make a meaningful assessment of the Applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable Regulatory Measures and be compatible with the Airport's Master Plan, Airport Layout Plan, or Land Use Plan (if any).

- B. Business Plan. Prior to a prospective Operator electing to engage in any fueling activity, prospective Operators shall submit to the City Manager (in addition to the Application identified above) a detailed Business Plan that clearly demonstrates the economic viability of the proposed fueling activity, including any supporting information necessary to demonstrate that sale projections will be supported by incremental new business to the Airport, rather than a dilution of market share from existing approved fueling Operators. The Business Plan will be subject to the City Manager's approval, which will consider the economic vitality of existing Airport Operators, and the size of the existing aviation gasoline and jet fuel market at the Airport, in the context of the appropriate number of fueling Operators. Operators shall not engage in any fueling activity unless/until the City Manager approves (in writing) the Business Plan authorizing Operator to conduct fueling activities from the Operators leased premises.

79. COMMERCIAL OPERATOR PERMIT. Following approval by City of the prospective Commercial Operator's Business Qualification Application (above), Business Plan (if applicable) and execution of an Agreement with City, a Commercial Operator Permit will be issued. A sample Commercial Operator Permit is Attachment D to these Minimum Standards. A current and valid Commercial Operator Permit is required of all Commercial Operators, irrespective of any other Agreement with the City, in order to conduct business, or to continue conducting business, on the Airport. Should City revoke, suspend or terminate an Operator's *Commercial Operator Permit*, then said Operator shall cease and desist all form(s) and type(s) of operations at the Airport until the Commercial Operator Permit is reissued. The Commercial Operator Permit shall be appended to any Operator Agreement and become a material part thereof. The breach of any portion of the Commercial Operator Permit by Operator, including the application incorporated by reference thereto, shall be deemed a material breach of any associated Agreement allowing the City the option to terminate the Permit or the Agreement. The Commercial Operator Permit shall function as a method of requiring any Operator on the Airport to comply with the City's Rules and Regulation, and Minimum Standards.

- A. No Change in Scope of Activities. An existing Operator with an existing Agreement may engage in the Activities permitted under the Agreement without submitting an application for Commercial Operator Permit, provided that the Operator is in compliance with all applicable Regulatory Measures.
- B. Change in Scope of Activities. Prior to engaging in any Activity not permitted under the Agreement or changing or expanding the scope of the Activities permitted under the Agreement, the Operator shall submit an application and obtain a Commercial Operator Permit, or addendum to any existing Commercial Operator Permit, prior to engaging in the Activity.

80. AIRPORT BUSINESS TEMPORARY PERMIT. Any entity desiring to engage in a Commercial Aeronautical Activity at the Airport shall submit a complete Commercial Operator's Business Qualification Application (Attachment C to these Minimum Standards).

The City recognizes that not all entities desiring to engage in a Commercial Aeronautical Activity will be capable of entering into a direct Agreement with the City. When an entity desires to locate at the Airport and conduct a Commercial Aeronautical Activity through an existing Operator, the Airport Manager may allow that entity to Sublease a portion of an existing Operator's Leased Premises to conduct their Aeronautical Activity.

Following review and approval by the Airport Manager of the prospective Commercial Operator's Business Qualification Application an *Airport Business Temporary Permit* ("Permit") which is Attachment E to these Minimum Standards, will be issued for those SASOs who do not have a direct Commercial Operator Permit with the City (Attachment E to these Minimum Standards).

- A. The Airport Business Temporary Permit is valid for a term of twelve (12) months commencing July 1 and ending June 30 (unless revoked earlier by the Airport Manager) and may be renewed annually each July 1 as long as the Operator meets the following requirements:
 1. The information submitted on the Permit is current and all terms, conditions and covenants of the Permit are being kept. The Operator shall notify the Airport Manager in writing within 15 days of any change to the information submitted in the Application.
 2. The Operator is in compliance with all applicable Regulatory Measures.
- B. The Permit may not be assigned or transferred and shall be limited solely to the approved Activity.
- C. The Airport Business Temporary Permit may also be issued an interim or special use Permit that allows an entity to engage in specific Activities, in designated areas, and only for a specified period of time, not to exceed one (1) year.
- D. The Operator shall conduct their Activity on and from the Leased Premises of the Commercial Operator at the Airport and shall comply with all minimum standards as set forth in Attachment A and Attachment B to these Minimum Standards.
- E. Operator shall comply with all requirements for the permitted Activities and limit service provided to those strictly stated on the Permit.

81. NON-COMMERCIAL SELF-FUELING PERMITEE. All entities desirous of Self-Fueling shall be accorded a reasonable opportunity, without unlawful discrimination, to qualify and receive a Non-Commercial Self-Fueling Permit. Those entities that have Agreements granting them the rights to perform Commercial Fueling (e.g., FBO) are not required to apply for a Non-Commercial Self-Fueling Permit. This Section sets forth the standards prerequisite to an entity desirous of engaging in Non-Commercial Self-Fueling at the Airport. Any entity engaging in such activities shall also be required to comply with all applicable Regulatory Measures pertaining to such activities.

In addition to the applicable General Requirements set forth in Section 63, each entity conducting Non-Commercial Self-Fueling activities at the Airport shall comply with the following minimum standards set forth in this Section.

A. Permit/Approval:

1. No entity shall engage in Self-Fueling activities unless a valid Non-Commercial Self-Fueling Permit authorizing such activity has been obtained from the Airport Manager. Such entities shall herein be referred to as "Permittees".
2. The Permit shall not reduce or limit Permittee's obligations with respect to these Self-Service Fueling standards, which shall be included in the Permit by reference.
3. Prior to issuance and subsequently upon request by the Airport Manager, Permittee shall provide evidence that any Aircraft being operated under the full and exclusive control of Permittee is owned or leased by Permittee.

B. Reporting:

1. Permittee shall report all Fuel delivered to the approved Permittee's Fuel storage facility during each calendar month and submit a summary report along with appropriate fees and charges due the City on or before the 10th day of the subsequent month.
2. Permittee shall during the term of the Permit and for 3 years thereafter maintain records identifying the total number of aviation Fuel gallons purchased and delivered. Records (and meters) shall be made available for audit to the City or representatives of the City. In the case of discrepancy, Permittee shall promptly pay, in cash, all additional rates, fees, and charges due the City, plus annual interest on the unpaid balance at the lesser of 18% or the maximum rate allowable by law from the date originally due.

C. Fuel Storage:

1. Permittee shall arrange and demonstrate that satisfactory arrangements have been made for the storage of Fuel, as follows:
 - a. Through either an authorized FBO at the Airport; or
 - b. In a centrally-located Fuel storage area approved by the Airport Manager and the state's Fire Marshal.
 - i) Operators authorized by the City shall lease land and construct or install a Fuel storage facility in the centrally-located Fuel storage area.
 - ii) In no event shall the total storage capacity be less than 10,000 gallons for Jet Fuel or 10,000 gallons for Avgas.
2. Prior to transporting Fuel on the Airport, the Permittee shall provide the Airport Manager with a Spill Prevention Contingency and Control Plan (SPCC) that meets regulatory requirements for below ground Fuel storage facilities. An updated copy of such SPCC Plan shall be filed with the Airport Manager at least 10 business days prior to actual implementation.
3. Fuel suppliers utilized by Operator must have a current and executed non-exclusive revocable Fuel delivery permit on file with the Airport Manager.
4. Permittee shall be liable and indemnify the City for all leaks, spills, or other damage that may result through the handling and dispensing of Fuel.

5. Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the Fuel is the responsibility of Permittee.
- D. Fueling Equipment:
1. Permittee shall utilize a single Refueling Vehicle for each type of Fuel to be dispensed with a minimum capacity of 750 gallons. Avgas Refueling Vehicles shall have a maximum capacity of 3,000 gallons. All Refueling Vehicles shall be capable of bottom loading.
 2. Each Refueling Vehicle shall be equipped and maintained to comply at all times with all applicable safety and fire prevention requirements, standards, and Regulatory Measures including without limitation, those prescribed by:
 - a. State of California Fire Code and local fire district;
 - b. National Fire Protection Association (NFPA) codes;
 - c. California Department of Health and Environment Oil Inspection Regulatory Section;
 - d. Applicable FAA Advisory Circulars (AC) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".
- E. Standard Operating Procedures (SOP): In accordance with all applicable Regulatory Measures and appropriate industry practices, the Permittee shall develop and maintain Standard operating Procedures (SOP) for Fueling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing". The SOP shall include a training plan, Fuel quality assurance procedures, record keeping, and emergency response procedures for Fuel spills and fires. The SOP shall also address the following: (1) bonding and fire protection, (2) public protection, (3) control of access to Refueling Vehicle storage areas, and (4) marking and labeling of Refueling Vehicles. The SOP shall be submitted to the Director not later than ten (10) business days before the Permittee commences Self-Fueling at the Airport.
- F. Limitations: Permittees shall not sell and/or dispense Fuels to Based Aircraft or Transient Aircraft that are not owned, leased, and operated by (and under the full and exclusive control of) Permittee. Any such selling or dispensing shall be grounds for immediate revocation of the Permit by the Airport Manager.
1. Revocation of the Permit upon first violation will be for a period of one (1) year.
 2. Revocation of the Permit upon a second violation shall be permanent.
- G. Emergency Public Service:
1. Entities providing an Emergency Public Service are not required to meet the minimum standards identified in Section 81-B. Further, these entities are not required to meet the minimum standards identified in Sections 81-B and Section 83-D, unless Fuel is being delivered by Refueling Vehicles.
 2. Storage and delivery of Fuel for Aircraft operated by Emergency Public Service entities must be approved, in advance, by the Airport Manager.
 3. All other minimum standards identified in this Section 2-6.270 must be adhered to by the entity providing Emergency Public Service.

- H. Insurance: Permittee shall maintain, at a minimum, the coverages and policy limits set forth in Attachment B – Minimum Insurance Requirements, to these Minimum Standards.

82 - 89. **[RESERVED]**

ATTACHMENT A – MINIMUM LEASED PREMISES REQUIREMENTS
ATTACHMENT B – MINIMUM INSURANCE REQUIREMENTS
ATTACHMENT C – BUSINESS QUALIFICATION APPLICATION
ATTACHMENT D – COMMERCIAL OPERATOR PERMIT
ATTACHMENT E – AIRPORT BUSINESS TEMPORARY PERMIT

ATTACHMENT A (MINIMUM LEASED PREMISES REQUIREMENTS)

	Fixed Base Operator	Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Flight Training or Aircraft Rental Operator	Aircraft Charter or Aircraft Management Operator	Aircraft Sales Operator	Aircraft Storage Operator	Other Commercial Aeronautical Activities	Non-Commercial Hangar Operator
Contiguous Land (Entire Leasehold)	200,000 SF	N/A	N/A	21,780 SF / 10,890 SF	21,780 SF / 10,890 SF	21,780 SF / 10,890 SF	N/A	21,780 SF / 10,890 SF	N/A
<i>Group I Piston and Turboprop Aircraft</i>	N/A	21,780 SF	21,780 SF	N/A	N/A	N/A	16,666 SF	N/A	10,890 SF
<i>Group II Piston and Turboprop Aircraft</i>	N/A	23,000 SF	23,000 SF	N/A	N/A	N/A	25,000 SF	N/A	16,666 SF
<i>Group I Turbojet Aircraft</i>	N/A	26,500 SF	26,500 SF	N/A	N/A	N/A	33,333 SF	N/A	25,000 SF
<i>Group II Turbojet Aircraft</i>	N/A	35,000 SF	35,000 SF	N/A	N/A	N/A	41,666 SF	N/A	33,333 SF
<i>Group III Turbojet Aircraft</i>	N/A	51,000 SF	51,000 SF	N/A	N/A	N/A	50,000 SF	N/A	50,000 SF
Apron Area	130,680 SF			2 Aircraft	2 Aircraft	2 Aircraft		2 Aircraft	
Paved Tiedown (spaces)	10	N/A	N/A	2	2	2	N/A	N/A	N/A
Terminal Area (total)	2,000 SF	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<i>Customer Area</i>	1,000 SF	300 SF	300 SF	500 SF / 250SF	250 SF	250 SF	N/A	250 SF	N/A
<i>Administrative Area</i>	1,000 SF	300 SF	300 SF	250 SF	250 SF	250 SF	N/A	250 SF	N/A
<i>Rental Office Area</i>	As Needed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Hangar Area (Aircraft Maintenance & Storage)	20,000 SF	N/A	N/A	5,000 SF	5,000 SF	5,000 SF	N/A	5,000 SF	N/A
<i>Group I Piston and Turboprop Aircraft</i>	N/A	5,000 SF	5,000 SF	N/A	N/A	N/A	N/A	N/A	N/A
<i>Group II Piston and Turboprop Aircraft</i>	N/A	6,500 SF	6,500 SF	N/A	N/A	N/A	N/A	N/A	N/A
<i>Group I Turbojet Aircraft</i>	N/A	7,500 SF	7,500 SF	N/A	N/A	N/A	N/A	N/A	N/A
<i>Group II Turbojet Aircraft</i>	N/A	10,000 SF	10,000 SF	N/A	N/A	N/A	N/A	N/A	N/A
<i>Group III Turbojet Aircraft</i>	N/A	15,000 SF	15,000 SF	N/A	N/A	N/A	N/A	N/A	N/A

	Fixed Base Operator	Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Flight Training or Aircraft Rental Operator	Aircraft Charter or Aircraft Management Operator	Aircraft Sales Operator	Aircraft Storage Operator	Other Commercial Aeronautical Activities	Non-Commercial Hangar Operator
Hangar Area (Aircraft Maintenance & Storage) - Continued	20,000 SF (continued)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<i>Group I Piston and Turboprop Aircraft</i>	N/A	N/A	N/A	N/A	N/A	N/A	5,000 SF	N/A	2,500 SF
<i>Group II Piston and Turboprop Aircraft</i>	N/A	N/A	N/A	N/A	N/A	N/A	7,500 SF	N/A	5,000 SF
<i>Group I Turbojet Aircraft</i>	N/A	N/A	N/A	N/A	N/A	N/A	10,000 SF	N/A	7,500 SF
<i>Group II Turbojet Aircraft</i>	N/A	N/A	N/A	N/A	N/A	N/A	12,500 SF	N/A	10,000 SF
<i>Group III Turbojet Aircraft</i>	N/A	N/A	N/A	N/A	N/A	N/A	15,000 SF	N/A	15,000 SF
Maintenance (Shop and Parts Storage) Area	750 SF	N/A	N/A	500 SF	500 SF	500 SF	N/A	500 SF	N/A
<i>Group I Piston and Turboprop Aircraft</i>	N/A	500 SF	500 SF	N/A	N/A	N/A	N/A	N/A	N/A
<i>Group II Piston and Turboprop Aircraft</i>	N/A	750 SF	750 SF	N/A	N/A	N/A	N/A	N/A	N/A
<i>Group I Turbojet Aircraft</i>	N/A	750 SF	750 SF	N/A	N/A	N/A	N/A	N/A	N/A
<i>Group II Turbojet Aircraft</i>	N/A	1,250 SF	1,250 SF	N/A	N/A	N/A	N/A	N/A	N/A
<i>Group III Turbojet Aircraft</i>	N/A	1,500 SF	1,500 SF	N/A	N/A	N/A	N/A	N/A	N/A

ATTACHMENT B (MINIMUM INSURANCE REQUIREMENTS)

	Fixed Base Operator	Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Aircraft Rental or Flight Training Operator	Aircraft Charter or Aircraft Management Operator	Aircraft Sales Operator	Specialized Commercial Aeronautical Operator	Temporary Specialized Aviation Service Operator	Aircraft Storage Operator	Non-Commercial Hangar Operator	Non-Commercial Self-Fueling Permittee		
COMMERCIAL GENERAL LIABILITY (Combined Single Limit)													
Each Occurrence	\$25,000,000	\$5,000,000 Piston \$10,000,000 Turboprop/Turbine	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
VEHICULAR LIABILITY (Combined Single Limit, Each Occurrence)													
Non-Movement Area	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
Movement Area	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
HANGAR KEEPER'S LIABILITY (Largest Aircraft Accommodated)													
SE Piston Group I	Each Aircraft	\$15,000,000 Each Aircraft \$25,000,000 Each Occurrence	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000			
	Each Occurrence		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000		
ME Piston Group I	Each Aircraft		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000		
	Each Occurrence		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
Turboprop Group I	Each Aircraft		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
	Each Occurrence		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000		
Turboprop Group II	Each Aircraft		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000		
	Each Occurrence		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000		
Turbojet Group I	Each Aircraft		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000		
	Each Occurrence		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000		
Turbojet Group II	Each Aircraft		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000		
	Each Occurrence		\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000		
Turbojet Group III	Each Aircraft		\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000		
	Each Occurrence		\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000		
AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)													
SE Piston/Group I											\$1,000,000/\$100,000 sub limit per person		
ME Piston/Group I											\$1,000,000/\$100,000 sub limit per person		
Turboprop/Group I & II											\$5,000,000/\$250,000 sub limit per person		
Turbojet/Group I											\$5,000,000/\$250,000 sub limit per person		
Turbojet/Group II				\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000						
Turbojet/Group III				\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000						
Student and Renters				\$500,000									
ENVIRONMENTAL LIABILITY (Combined Single Limit, Each Occurrence)													
Each Occurrence	\$1,000,000											\$1,000,000	

Commercial General Liability to include bodily injury, personal injury, and Property damage for all premises, products and completed operations, unlicensed Vehicles, and contractual liability. Non-licensed Vehicles operated on the movement area will require coverage in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Vehicular Liability or Business Automobile Liability to include bodily injury and Property damage for all Vehicles (owned, non-owned, or hired).

Hangar Keeper's Liability to include Property damage for all non-owned Aircraft under the care, custody, and control of the Operator.

Aircraft and Passenger Liability to include bodily injury, Property damage, and passenger injury for all owned, leased, or operated Aircraft.

Student and Renter Liability to include bodily injury, personal injury, and Property damage (excluding aircraft hull) for students and renters of Aircraft.

Environmental Liability to include bodily injury, Property damage, and environmental cleanup costs.

SE = Single engine aircraft.

ME = Multi engine aircraft

CITY OF HAYWARD
Hayward Executive Airport

BUSINESS QUALIFICATION APPLICATION
City of Hayward Site/Building Lease or Sublease

Submitted By: _____ Date: _____
(Print First and Last Name of Applicant)

Doing Business As (dba): _____

Any entity desiring to engage in a Commercial Aeronautical Activity at the Hayward Executive Airport must complete this Business Qualification Form. The applicant must present evidence that they are fully competent and have the necessary facilities, experience and pecuniary resources to fulfill the conditions of the commercial operation privilege(s) they request. To provide the City of Hayward with this necessary information, please complete the following form and submit to Airport Administration:

Information to be Provided:

1. For exactly what purposes do you propose to operate on the Airport?

A. General statement and character of proposed operations:

B. Address of site and building facilities to be occupied on Airport:

Site / Building:

C. Amount of Office / Hangar / Ramp space to be leased or occupied:

Site: _____

Building: _____

Ramp: _____

D. Estimated business volume (if applicable):

2. What person/firm proposes to lease the land/building?

- Individual
- Partnership
- Corporation

Name: _____

Principal office address: _____

Official representative: _____

If a corporation:

When incorporated: _____

In what State: _____

President's name: _____

Vice President's name: _____

Treasurer's name: _____

Secretary's name: _____

If a partnership:

Date of organization: _____

General or limited partnership: _____

Agreement recorded: _____

(County, State, and Date)

Partner Name

Address

3. **What is your previous experience in these activities?**

A. _____

B. **Years of experience?**

C. **Locations of activities:** Please identify the names and locations of places at which you or your organization has operated above-mentioned businesses with dates of operation:

Type of operation	Name	Location	Date
_____	_____	_____	_____
_____	_____	_____	_____

D. **Dollar volume of business:** Please state the range of gross receipts you or your organization has realized from the operation of the above-mentioned facilities.

In any one year?	In most recent year?
\$ _____	\$ _____
_____	_____
Location	Location

4. **References:**

A. **Landlord(s):** Please furnish the names and addresses of your landlords for the operations noted above.

Operation	Landlord	Address
_____	_____	_____
_____	_____	_____

Have any leases for the operation of similar privileges held by you or your organization ever been cancelled? If so, please describe location, date and conditions, and the name.

B. Banks:

Bank

Address

5. **Financial Responsibility:** Please complete the following balance sheet, which need not be audited. Data should not be more than six (6) months prior to the current date. Alternatively, attach a recent financial statement and balance sheet prepared by your firm.

Balance Sheet

Date: As of _____

A. Cash	\$ _____
B. Accounts receivable	_____
C. Notes receivable	_____
D. Current assets other than cash and receivables (stocks, bonds and other securities)	_____
E. Real Estate, owned and registered in the name Of the applicant	\$ _____
_____	_____
_____	_____
F. Equipment, depreciated value	_____
G. Other assets	\$ _____
_____	_____
_____	_____
Total Assets	_____

Liabilities

A. Notes payable	\$ _____
B. Accounts payable	_____
C. Real Estate encumbrances	_____
D. Judgments	_____
E. Other liabilities	\$ _____
_____	_____
_____	_____
F. Surplus reserves	_____
G. Capital stock paid up	_____
H. Surplus (net worth)	_____
Total liabilities	\$ _____

6. **Letter of Intent/Authorization (from proposed Landlord if subleasing):**

7. **Representation by Realtor/Broker:** Are you being represented in this application by a Realtor/Broker? If so please identify.

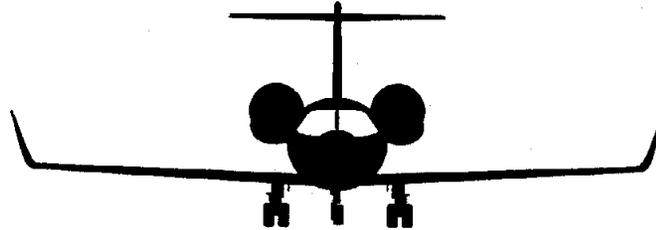
Realtor/Broker firm: _____

Name of representative: _____

Address: _____

Telephone/fax: _____

City of Hayward
HAYWARD EXECUTIVE AIRPORT



COMMERCIAL OPERATOR PERMIT

***Issued:** _____

Applicant(s): _____

Business Name: _____

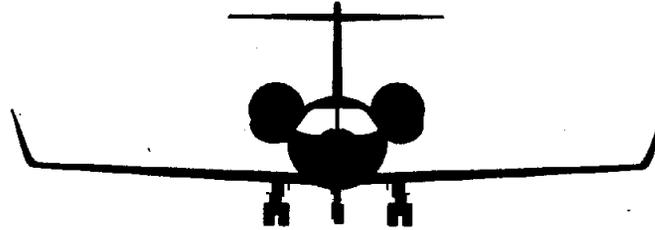
Approved: _____

Vacant, Airport Manager

Date: _____

***This permit may be revoked at anytime for non-compliance with the Airport's established Minimum Standards and Rules and Regulations.**

City of Hayward
HAYWARD EXECUTIVE AIRPORT



AIRPORT BUSINESS TEMPORARY PERMIT

***Issued:** July 1, 2007 through June 30, 2008

Applicant: _____

Business Name: _____

Approved: _____ **Date:** _____

Vacant, Airport Manager

***This permit may be revoked at anytime for non-compliance with the Airport's established Minimum Standards and Rules and Regulations.**



CITY OF HAYWARD
STAFF REPORT

AGENDA DATE 05/31/07
AGENDA ITEM 3

TO: Council Airport Committee
FROM: Director of Public Works
SUBJECT: Discussion of Market Rent Study

RECOMMENDATION:

It is recommended that the Council's Airport Committee review and comment on this report.

BACKGROUND:

The Master Fee Schedule covering hangar increases currently states:

- a. Beginning July 1, 1999 and continuing every other year (biennially) on odd numbered years (e.g. July 2001, July 2003, July 2005), all aircraft parking and storage charges, (excluding outside tiedowns), for the ensuing twenty-four (24) month period shall be adjusted proportionally upward seventy-five percent (75%) of the percentage increase in the All Urban Consumers Price Index (CPI) for the San Francisco-Oakland-San Jose area of the United States Department of Labor, Bureau of Labor Statistics, from December to two (2) years prior to December for the applicable year. The computed adjusted rates shall be rounded to the nearest dollar.
- b. Every four (4) years, staff will conduct a market analysis to ensure that rents are consistent with the prevailing market rates. If analysis demonstrates that hangar rents require modification, such shall be accomplished during the next hangar adjustment period. Such rates shall be charged unless otherwise directed by Council.

In July 2005, the Airport raised its Standard T-hangar fees from \$273 to \$281 per month. The previous \$8 rise per month reflected a 2.75% increase. As FY 2007-08 is the fourth (4th) year of the rent policy a market rent study was commissioned.

The City has entered into a professional services agreement with a consultant firm to insure that the required market analysis is unbiased and consistent with the appropriate market rates for the Bay Area. Aviation Management Consultant Group (AMCG) was selected as the most qualified consultant to perform those services based on their extensive experience, and knowledge of Hayward Executive Airport's facilities. AMCG has prepared a Market Study evaluating all City owned hangar facilities with comparable and competitive facilities at airports throughout northern California. Additionally, there are two (2) community hangars at the Hayward Executive Airport that revert to City ownership upon expiration of the Bendor

Ground Lease with the City at the end of September 2007. Based on the analysis of the data obtained AMCG has provided their opinion of the market rents for City owned T-hangars and two (2) community hangars at Hayward Executive Airport.

The result of the Market Rent Study recommends increases in City hangar rents based on analysis of current market conditions. The data obtained from the various airports for evaluating market rates varied considerably. Airports that most closely resemble Hayward's facilities and geographic location relative to metropolitan areas were weighted more heavily. AMCG's Market Rent Study is attached to this report. AMCG's recommended rates are shown in the table below as the "2007 MRS Rate"

HANGAR DESCRIPTION	CURRENT RATE	2007 MRS RATE	STAFF RECOMMENDED RATE
Small T-Hangar	\$200/month	\$225/month	\$248/month
Standard T-Hangar	\$281/month	\$345/month	\$332/month
Large T-Hangar	\$412/month	\$460/month	\$475/month
Executive Hangar	\$874/month	\$1200/month	\$1332/month

The methodology used by AMCG to formulate an opinion of the market rate for the various sizes of City owned hangars at the Hayward Executive Airport is consistent with industry standards. However, staff has decided to utilize an alternative methodology applying the data provided by AMCG that more appropriately considers only Competitive Airport rates rather than considering comparable, national, or regional data into the evaluation. Staff has therefore applied the consultants recommended rental discounts due to age and condition for each group of hangars to the average Competitive Airport hangar rental rates. By comparing the consultant's midpoint rate to the consultant's final market study opinion rate, staff was able to discern the discount due to age and condition that was applied to each hangar group. The resulting data used to determine the "Staff Recommended Rate" in the table above is summarized below.

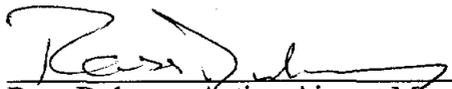
HANGAR DESCRIPTION	AVERAGE COMPETITIVE RATE	AGE/CONDITION DISCOUNT
Small T-Hangar	\$292/month	\$44/month
Standard T-Hangar	\$353/month	\$21/month
Large T-Hangar	\$478/month	\$3/month
Executive Hangar	\$1455/month	\$123/month

According to the City's Master Fee Schedule rent increases are due July 1, 2007 and are to be adjusted based on a market analysis unless otherwise directed by Council. However since applying either market analysis methodology would result in significant rate increases, staff proposes that the Master Fee Schedule incorporate the staff recommended rate phased over the next two years as shown below.

HANGAR DESCRIPTION	CURRENT RATE	JULY 2007 50% PHASE I INCREASE	JULY 2008 50% PHASE II INCREASE
Small T-Hangar	\$200/month	\$224/month	\$248/month
Standard T-Hangar	\$281/month	\$307/month	\$332/month
Large T-Hangar	\$412/month	\$444/month	\$475/month
Executive Hangar	\$874/month	\$1103/month	\$1332/month

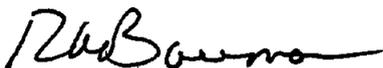
Career Aviation, Inc. (dba Hayward Jet Center) currently subleases the Bendor leasehold where the two (2) Community Hangars are located. Career Aviation Inc. has negotiated with the City for the first right of refusal on the Bendor leasehold as part of the recently executed Ground Lease with the City. AMCG's opinion of the market rates for the Community Hangars will be used as a baseline for negotiating a new lease for both Community Hangars. If the City and Career Aviation Inc. are unsuccessful in negotiating an agreement for leasing the Community Hangars, negotiations with other interested parties may be considered by the City.

Prepared by:



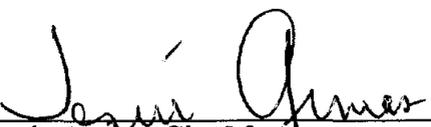
Ross Dubarry, Acting Airport Manager

Recommended by:



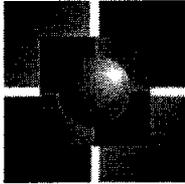
Robert Bauman, Director of Public Works

Approved by:



Jesús Armas, City Manager

Attachments: Exhibit A: Market Rent Study



Aviation
Management
Consulting
Group

Market Rent Study

City of Hayward

Hayward Executive Airport

MULTIPLE PROPERTIES

February 16, 2007

EXHIBIT A



Aviation Management Consulting Group

February 16, 2007

Mr. Brent S. Shiner, A.A.E.
Airport Manager
Hayward Executive Airport
20301 Skywest Drive
Hayward, CA 94541-4699

RE: Market Rent Study: Multiple Properties

Dear Mr. Shiner:

Pursuant to our engagement, this summary report will convey to you our opinion of the market rent of the City-owned T-Hangars, the City-owned Executive Hangars, and the Community Hangars owned by the Bendor Company which are scheduled to revert to the City of Hayward (City) in October 2007 concurrent with the expiration of the lease agreement between the City and Bendor Company, hereinafter collectively referred to as "subject properties," located at Hayward Executive Airport (Airport).

We are pleased to have been called upon to conduct this study and provide our opinion regarding the market rent for the subject properties. Please contact me if you have any questions about our analysis or the conclusions we have reached.

Sincerely,

Paul A. Meyers
Principal in Charge



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I. INTRODUCTION

A. Scope of Work

The City has engaged Aviation Management Consulting Group (AMCG) to provide an opinion of the market rent for the City-owned T-Hangars, the City-owned Executive Hangars, and the Community Hangars owned by the Bendor Company which are scheduled to revert to the City in October 2007 concurrent with the expiration of the lease agreement between the City and Bendor Company, hereinafter collectively referred to as the "subject properties", located at the Airport.

B. Market Rent Defined

Market rent is defined as the rent a property will most likely command in the open market.

C. Project Approach

To achieve the scope of work, AMCG completed the following work plan:

1. Developed a profile of the Airport
2. Identified comparable and competitive airports using the profile of the Airport
3. Obtained market rental rates (and related information) from the comparable and competitive airports identified
4. Analyzed the data obtained from the comparable and competitive airports identified
5. Analyzed national and regional data
6. Developed an opinion of market rent for the subject properties (based upon the analysis of comparable and competitive airports and national and regional data)

In estimating market rent for the subject properties, consideration has been given to those factors that typically affect on-airport (aeronautical) properties. Beyond this, it is significant to note that our opinion of market rental rates for the subject properties has been derived based upon a comparative analysis of market rental rates for on-airport (aeronautical) properties at comparable, competitive, regional, and national airports. Market rental rates for off-airport (non-aeronautical) properties were not utilized as this approach is highly problematic. It is very difficult, if not impossible, to make a judgment regarding the amount of discount that should be applied to unencumbered off-airport (non-aeronautical) rental rates given the constraints imposed by the FAA and/or the airport owner/operator pertaining to on-airport (aeronautical) properties. The discount would have to reflect the fact that on-airport (aeronautical) properties do not exhibit the same bundle of rights as off-

airport (non-aeronautical) properties. In addition, our opinion of market rental rates was not derived using a return-on-cost approach since the cost of a property (land and/or improvements) is seldomly used to establish rental rates for on-airport (aeronautical) properties. Therefore, it is our opinion that using a return-on-cost approach is not appropriate given the nature of the assignment.

The following report summarizes our findings and opinions.

II. COMMUNITY OVERVIEW

A. City and County

The City is located in the East Bay of the San Francisco Bay Area (Bay Area) in the heart of Alameda County (County). The City and County are located in the Oakland-Fremont-Hayward Metropolitan Division (MD), as defined by the United States Office of Management and Budget. The City, which currently encompasses approximately 62.55 square miles, has grown substantially since its official inception in 1928.

The County, which had a population of 1,443,741 in 2000 (based upon 2000 census data), is the 7th most populous county in the State of California. The County consists of 14 incorporated cities with the City of Oakland serving as the county seat.

B. Geographic Location

The Airport is located in the eastern portion of the City. The City is centrally located in the County. As a result, residents (and visitors to the area) have excellent access (via an extensive transportation network) to the Bay Area markets of San Francisco (25 miles northwest of the City), Oakland (14 miles north), and San Jose (26 miles south).

C. Demographics

According to 2000 census data, the population of the City and County has increased steadily over the previous decade (1990 – 2000). More specifically, the population of the City increased 25% while the population of the County increased 13% during this timeframe. The population of the City and County is expected to increase over the next decade as well although not at the rates experienced during the previous decade. Overall, the population of the Bay Area is forecast to increase from approximately 6.9 million residents (in 2000) to approximately 8.0 million residents (in 2020), which represents a growth rate of approximately 15.94% for the Bay Area.

The continued growth of the City has required the development of new housing. The Hayward Housing Activity Report indicated that 1,580 new housing units were constructed from 2000 – 2004 which represents a 3.30% increase.

On average, the per capita income level for the City and the County increased 12.56% from 2000 to 2005 (based upon 2000 census data). The average education level for the City's residents has been increasing as well. According to the 2000 census data, approximately 18% of the City's residents have obtained a bachelor's or graduate degree.

D. Business and Industry

Technical (sales and support) positions account for over 36% of all employment in the City. Other key employment sectors include administrative, managerial, and executive occupations, service occupations, and manufacturing (and production) occupations. Approximately 48% of total employment (as of 2000) occurs in the Industrial Corridor which includes the Airport. The Industrial Corridor is forecast to have the highest employment growth rate in the area.

E. Economic Factors

In general, the economy of the City, the County, and the MD has been expanding steadily. Employment has increased and unemployment has decreased in the MD. Employment increased from 1,179,308 (in June 2003) to 1,219,708 (in December 2005), an increase of 3.43%. Unemployment decreased from 7.2% to 4.1% during this timeframe, a decrease of 43.06%.

The City's total employment has grown from 76,400 jobs (in 1990) to 90,080 (in 2000), an increase of 18%. The Association of Bay Area Governments projects that the City will gain 22,000 jobs over the next 20 years, an increase of 24%. In comparison, the California Employment Development Department projects that the MD will gain 310,600 jobs from 2002 to 2020, an increase of 7.13%. Although the growth rates for the MD are lower than the City, it is expected that the City will continue to grow at an impressive rate. The Airport is ideally situated to realize the benefits of future growth.

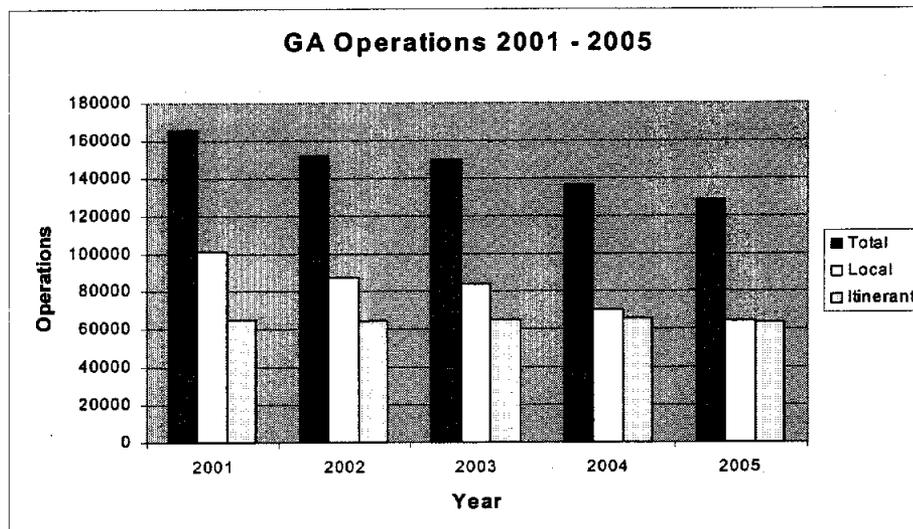
III. SUBJECT AIRPORT OVERVIEW

A. Airport Description

The Airport, which consists of approximately 543 acres, has two asphalt runways considered to be in good condition (Runway 10R/28L, which is 5,694 feet by 150 feet and Runway 10L/28R, which is 3,107 feet by 75 feet). The Airport is served by an Air Traffic Control Tower (which operates from 7:00 a.m. to 9:00 p.m. local time) and multiple non-precision approaches. The Airport is designated a General Aviation Reliever for all of the Bay Area's commercial service (air carrier) airports including San Francisco International Airport, Metropolitan Oakland International Airport, and Norman Y. Mineta San Jose International Airport.

B. Aircraft Operations

The following graphic depicts general aviation aircraft operations (by category – Total, Local, and Itinerant) at the Airport from 2001 to 2005.

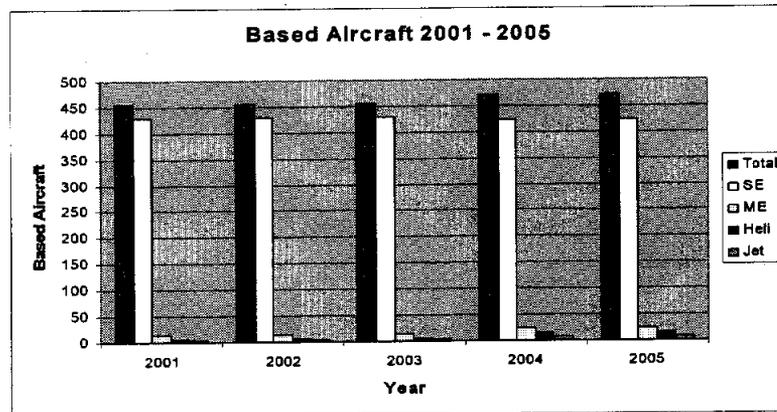


As indicated in the following table, over the past five calendar years, general aviation aircraft operations have declined steadily at the Airport, which can be attributed primarily to the decrease in Local operations. This is consistent with national trends during this same timeframe. The Airport caters almost exclusively to the general aviation segment of the market. According to the most recent (2005) FAA Master Record 5010, there were only 1,236 Air Taxi operations and 70 Military operations at the Airport.

General Aviation 2001 - 2005				
Year	Itinerant	Local	Total	% Change
2001	64,948	100,826	165,774	-
2002	64,552	87,760	152,312	(8.12%)
2003	65,617	84,225	149,842	(1.62%)
2004	65,977	70,250	136,227	(9.09%)
2005	63,703	64,618	128,321	(5.80%)

C. Based Aircraft

As is typically the case at most general aviation airports, the majority of aircraft based at the Airport are single-engine aircraft. The following graphic depicts the number of aircraft (Total, Single-Engine, Multi-Engine, Helicopter, and Jet) that were based at the Airport from 2001 to 2005.

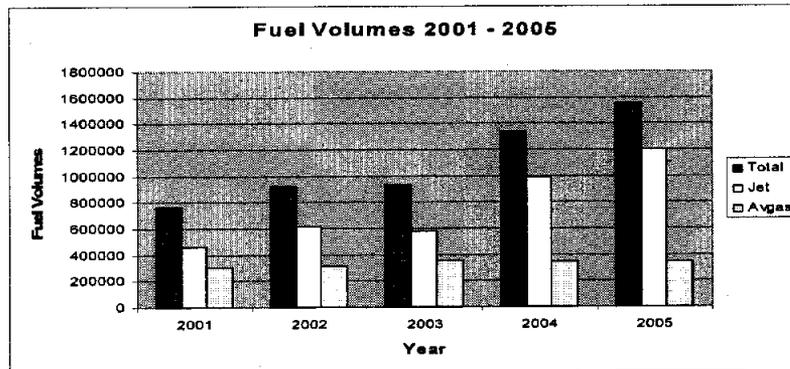


As indicated in the following table, 472 aircraft are currently based at the Airport, of which, 423 (or 90%) are single-engine aircraft. The number of based aircraft at the Airport has remained relatively constant over the 5-year period studied, with only a slight increase (3.51%) occurring from 2003 (456 total based aircraft) to 2004 (472 total based aircraft) based upon the Federal Aviation Administration's (FAA's) Terminal Area Forecast.

Based Aircraft 2001 - 2005							
Year	Single Engine	Twin Engine	Jet	Helicopter	Total	Difference	% Change
2001	430	15	5	6	456	-	-
2002	430	15	6	5	456	0	0
2003	430	15	6	5	456	0	0
2004	423	24	16	9	472	16	3.51%
2005	423	24	16	9	472	0	0

D. Fuel Volumes

As depicted in the following table, fuel volumes have increased steadily (and significantly) over the past five years at the Airport – driven primarily by the increase in Jet fuel volumes which can be attributed, in large part, to the development of additional facilities (at the Airport) that can accommodate turbine-powered aircraft.



As indicated in the following table, total fuel volumes exceeded 1 million gallons in 2004 and 2005 with Jet fuel comprising approximately 75% of the total. From 2001 to 2005, fuel volumes doubled increasing a total of 102.48%.

Fuel Volumes 2001 – 2005			
Year	Jet	Avgas	Total
2001	464,815	301,523	766,338
2002	615,264	309,497	924,761
2003	579,221	354,086	933,307
2004	988,899	350,330	1,339,229
2005	1,203,097	348,604	1,551,701

E. Commercial and Non-Commercial Aeronautical Operators

There are 27 commercial aeronautical operators at the Airport including 2 Fixed Base Operators (FBOs) – Hayward Jet Center and Atlantic Aviation – who provide aircraft fueling and line services, hangar and tiedown rental, aircraft maintenance, aircraft charter and management, and aircraft sales – and 25 Specialized Aviation Service Operators (SASOs) who provide hangar and tiedown rental, aircraft maintenance and repairs (all categories), avionics and instrument maintenance, aircraft charter and management, and aircraft sales, flight instruction, and aircraft rental. There is also one government (public service) non-commercial aeronautical operator located at the Airport (the East Bay Regional Police District).

IV. SUBJECT PROPERTIES OVERVIEW

A. Subject Properties

The subject properties consist of multiple City-owned T-Hangars, City-owned Executive Hangars, and two Community Hangars (owned by Bendor Company) that are scheduled to revert to the City upon expiration of the lease agreement between Bendor and the City.

For the purpose of this document, T-Hangars have been divided into three sizes (Small, Standard, and Large). A Small T-Hangar can accommodate most single-engine piston-powered aircraft. A Standard T-Hangar can accommodate most light multi-engine piston-powered aircraft. A Large T-Hangar can accommodate most multi-engine piston-powered aircraft and similarly sized turbine-powered aircraft.

The City owns a total of 192 T-Hangars including 10 Small, 170 Standard, and 12 Large T-Hangars. The 10 Small T-Hangars have a door width of approximately 40 feet and consist of approximately 792 square feet. The Small T-Hangars, which are approximately 56 years old (constructed in 1951), have a metal exterior, concrete internal structure, and a wood roof and are considered to be in good condition. The 170 Standard T-Hangars have a door width of approximately 41 feet and consist of approximately 1,000 square feet. These metal exterior and steel internal structures are considered to be in good condition. The age of Standard T-Hangars range from approximately 19 years old (constructed in 1988) to approximately 40 years old (constructed in 1967). The 12 Large T-Hangars have a door width of approximately 46 feet and consist of approximately 1,270 square feet. These metal exterior and steel internal structures are also considered to be in good condition. The age of Large T-Hangars range from approximately 19 years old (constructed in 1988) to approximately 23 years old (constructed in 1984).

The City also owns two Executive Hangars, which are located on the northeast portion of the Airport, in close proximity to the T-Hangars. Executive 1, which is how this building is identified by Airport management, consists of 6 Executive Hangars, 3,540 square feet each, for a total 21,240 square feet. Executive 1 is 24 feet in height. Executive 1 has a painted metal exterior, internal steel structure, and concrete floor and is considered to be in good condition. Executive 2, which is how this building is identified by Airport management, consists of 8 Executive Hangars, 3,872 square feet each, for a total of

30,976 square feet. Executive 2 is 20 feet in height. Executive 2 has a painted metal exterior, internal steel structure, and concrete floor and is considered to be in good condition.

The two Bendor Community Hangars are located on a 1.03 acre (45,000 square feet) parcel of land referred to as Hangar Lots 3 and 4. Hangar Building #1 (located on Lot 3), which is 6,178.07 square feet total (76.66 feet by 80.58 feet), consists of 5,993.88 square feet of hangar space and 184.19 square feet of storage space. The manual door for Hangar Building #1 has a primary height of 12.00 feet with a center section height of 18.17 feet. Hangar Building #1 has limited incandescent lighting and a concrete floor – both are considered to be in fair to good condition. The storage space, located within the overall structure, has a concrete floor (considered to be in good condition). The painted metal exterior and internal steel structure of the building appear to be in fair to good condition as well.

Hangar Building #2 (located on Lot 4), which is 4,553 square feet total (58.00 feet by 78.50 feet), consists of 4,175.25 square feet of hangar space and 377.75 square feet of storage space. The storage area is separated into two spaces. The first storage space is 320.00 square feet and the second storage space is 57.75 square feet. The manual door for Hangar Building #2 has a primary height of 12.00 feet with a center section height of 17.00 feet. The hangar has high pressure sodium lighting and a concrete floor – both of which are considered to be in good condition. The storage space, located within the overall structure, has a concrete floor (considered to be in fair to good condition). The painted metal exterior and internal steel structure of the building appear to be in fair to good condition as well.

V. STUDY FINDINGS

In order to derive the market rent for the subject properties, information/data from similar rental properties at national, regional, comparable, and competitive airports was analyzed. The results of the analysis are summarized in this section.

A. National Data

As a supplement to the comparable airport data, rents obtained from over 350 airports located throughout the United States were analyzed. A summary (and statistical analysis) of the findings for national airports is provided in the following table.

Data Points	Component	Min	Max	Mean	Standard Deviation	Median	Range
49	Small T-Hangar	50.000	363.000	187.720	76.882	195.500	313.000
39	Standard T-Hangar	55.000	405.000	212.998	79.577	235.000	350.000
25	Large T-Hangar	110.000	884.210	348.170	187.428	280.000	774.210
57	Executive Hangar	0.080	17.600	2.576	2.408	2.270	17.520
126	Community Hangar	0.100	17.600	2.186	2.579	1.460	17.500

Rental rates for T Hangars are "monthly"

Rental rates for Executive and Community Hangar are "per square foot per year" (psf/yr)

B. Regional Data (FAA Western-Pacific Region)

Also, as a supplement to the comparable airport data, rents obtained from 64 airports in the FAA Western-Pacific Region (consisting of Arizona, California, Hawaii, and Nevada) were analyzed. A summary (and statistical analysis) of the findings for regional airports is provided in the following table.

Data Points	Component	Min	Max	Mean	Standard Deviation	Median	Range
10	Small T-Hangar	160.000	363.000	233.840	62.941	222.500	203.000
27	Standard T-Hangar	90.000	405.000	254.277	70.176	250.000	315.000
17	Large T-Hangar	178.000	648.000	323.100	133.013	286.000	470.000
27	Executive Hangar	1.580	7.420	3.153	1.130	2.970	5.840
10	Community Hangar	1.210	7.420	3.184	1.887	2.460	6.210

Rental rates for T Hangars are "monthly"

Rental rates for Executive and Community Hangar are "per square foot per year" (psf/yr)

C. Comparable Airport Data

Rental rates and related information from 13 airports considered comparable to the subject airport were obtained and analyzed. A summary of the methodology and selection of the comparable airports is provided in the Addenda section of this report (page 19). The comparable airports from which relevant and useable data was collected are listed below.

- Aurora Municipal (ARR) – Chicago, IL
- Boire Field (ASH) – Nashua, NH
- Dutchess County (POU) – Poughkeepsie, NY
- Gwinnett County – Briscoe Field (LZU) – Lawrenceville, GA
- Rocky Mountain Metropolitan Airport (BJC) – Denver, CO
- Kissimmee Municipal (ISM) – Orlando, FL
- Martin State (MTN) – Baltimore, MD
- Ohio State University (OSU) – Columbus, OH
- Riverside Municipal (RAL) – Riverside, CA
- Sacramento Executive (SAC) – Sacramento, CA
- Sonoma County (STS) – Santa Rosa, CA
- Space Coast Regional (TIX) – Titusville, FL
- St. Louis Downtown – Parks (CPS) – Cahokia, IL

The following table provides a summary (and statistical analysis) of the findings for the comparable airports.

Data Points	Component	Min	Max	Mean	Standard Deviation	Median	Range
16	Small T-Hangar	134.000	450.000	245.563	92.302	232.500	316.000
8	Standard T-Hangar	191.000	516.000	378.375	126.075	405.000	325.000
6	Large T-Hangar	320.000	625.000	487.333	137.846	495.500	305.000
7	Executive Hangar	3.209	7.740	5.236	1.530	4.792	4.531
2	Community Hangar	6.000	8.000	7.000	1.414	7.000	2.000

Rental rates for T Hangars are "monthly"
Rental rates for Executive and Community Hangar are "per square foot per year" (psf/yr)

D. Competitive Airport Summary

Typically, an airport is considered competitive if it: (1) is located in relatively close proximity, (2) has similar infrastructure, (3) offers similar products, services, and facilities, and (4) has similar activity levels (i.e., aircraft operations, based aircraft, and fuel volumes).

For the purposes of this study, airports within 30 nautical miles (nm) of the subject airport were identified as potentially competitive airports. While there were a total of 10 airports identified (within 30 nm of the Airport), only 6 airports were considered competitive to the subject airport, as follows:

- Metropolitan Oakland International Airport (OAK) – Oakland, CA
- San Carlos (SQL) – San Carlos, CA
- Palo Alto Airport of Santa Clara County (PAO) – Palo Alto, CA
- Livermore Municipal (LVK) – Livermore, CA
- Buchanan Field (CCR) – Concord, CA
- Reid-Hillview of Santa Clara County (RHV) – San Jose, CA

The following table identifies some of the criteria used to make this determination.

	HWD	OAK	SQL	PAO	LVK	CCR	RHV
City	Hayward	Oakland	San Carlos	Palo Alto	Livermore	Concord	San Jose
Tower	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Acreage	543	2,900	110	102	643	495	179
Longest Runway	5,694	10,000	2,600	2,443	5,253	5,001	3,100
Local GA Operations	61,895	122,390	88,594	126,778	146,723	65,777	138,521
Itinerant GA Operations	61,409	102,875	78,209	86,212	86,568	87,823	91,479
Total Based Aircraft	472	358	497	524	601	580	690
Last Inspection Date (5010)	12/21/04	08/06/03	03/08/05	09/20/04	12/03/03	08/22/02	09/20/04

For the Airport and competitive airports, the data is depicted for the most recently reported 12 month cycle (as indicated in the above table) – not per calendar year (as reported to the FAA on the Airport’s Master Record – Form 5010). Total based aircraft for the Airport is depicted for the calendar year 2005 (reported by the FAA Terminal Area Forecast) as previously indicated in the Based Aircraft section.

Rental rates and related information was gathered and considered relevant and usable for this analysis from five of the six competitive airports (Metropolitan Oakland International, San Carlos, Palo Alto Airport of Santa Clara County, Livermore Municipal, and Buchanan Field). The following table provides a summary (and statistical analysis) of the findings for the competitive airports.

Data Points	Component	Min	Max	Mean	Standard Deviation	Median	Range
6	Small T-Hangar	242.000	800.000	376.667	211.591	305.000	558.000
5	Standard T-Hangar	292.000	503.000	353.200	86.042	321.000	211.000
3	Large T-Hangar	360.000	636.000	477.667	142.423	437.000	276.000
4	Executive Hangar	3.040	6.643	4.846	1.569	4.850	3.603
0	Community Hangar	N/A	N/A	N/A	N/A	N/A	N/A

Rental rates for T Hangars are "monthly"

Rental rates for Executive and Community Hangar are "per square foot per year" (psf/yr)

At the five competitive airports from which rates were gathered, relevant and usable rental rates for Community Hangar were not available.

VI. MARKET RENT SUMMARY

A. Market Rent Conclusions

The following table identifies the recommended market rent for the subject properties. This conclusion is based upon the analysis of the subject properties and the rents being charged for similar properties at national, regional, comparable, and competitive airports. The recommended market rental rates for T-Hangars (Small, Standard, and Large) are conveyed on a "monthly" basis. For the purpose of this study, an average age of 19 years old (constructed in 1988) was used as a basis for deriving our rental rate conclusions for T-Hangars. This is representative of the average age for T-Hangars nationally (as determined through analysis of the data contained in our proprietary database). The recommended market rental rates for Executive and Community Hangar are conveyed on a "per square foot per year" (psf/yr) basis. It is significant to note the concluded rental rates include the land under the footprint of the subject properties (i.e., hangars). These rental rates do not include any land outside the footprint of the subject properties.

Component	Market Rent
Subject Properties	
Small T-Hangars	\$225
Standard T-Hangars	\$325 - \$365
Large T-Hangars	\$480
Executive Hangar	\$4.00
Community Hangar	\$3.15

Rental rates for T Hangars are "monthly"
Rental rates for Executive and Community Hangar are "per square foot per year" (psf/yr)

The results of the study indicate that average rental rates for Small T-Hangars range from \$187.72 at national airports to \$376.67 at competitive airports. The comparable airports average rental rate was \$245.56. While national and regional rental rates were considered, more weight was placed on the comparable and competitive rental rates. It is significant to note that a rental rate at one of the competitive airports was considered an anomaly and it was not utilized in the determining market rental rates due to its excessively high rate (\$800) as compared with the data collected from national, regional, comparable, and competitive airports. The average rental rate for Small T-Hangars at competitive airports after eliminating the anomaly (\$800) was \$292.00. As such, a midpoint rate between the comparable and competitive average rental rates (after elimination of the anomaly) was

\$268.78. This midpoint rate was then discounted due to quality of construction (wood roof) and the age (and condition) of the facilities. The Small T-Hangar facilities, which are approximately 56 years old (constructed in 1951), are the oldest of all the T-Hangars located at the Airport. As such, the rental rate conclusion for Small T-Hangars at the Airport (\$225) falls below the average rental rate for comparable and competitive airports.

For Standard T-Hangars, average rental rates ranged from \$213.00 at national airports to \$378.38 at comparable airports. The competitive airports average rental rate was \$353.20. While national and regional rental rates were considered, more weight was placed on the comparable and competitive rental rates. A midpoint rate between the comparable and competitive average rental rates was established (\$365.79). Due to the varying ages (and conditions) of the Standard T-Hangar facilities (which ages range from 1967 – 40 years old to 1988 – nearly 20 years old), a range of rental rates is deemed more appropriate. As such, the low end of the concluded range (\$325) was discounted from the midpoint between the comparable and competitive average rental rates to account for the older of the Standard T-Hangars (constructed in 1967). The high end of the concluded range (\$365) is reflective of the midpoint between the comparable and competitive airports average rental rates to account for the newer of the Standard T-Hangars (constructed in 1988).

The results of the study indicate that average rental rates for Large T-Hangars range from \$323.10 at regional airports to \$487.33 at comparable airports. The competitive airports average rental rate was \$477.67. While national and regional rental rates were considered, more weight was placed on the comparable and competitive rental rates. A midpoint rate between the comparable and competitive average rental rates was established (\$482.50). This midpoint rate was then discounted slightly due to the age of the facilities (which range from approximately 20 years old – constructed in 1984 to approximately 23 years old – constructed in 1988). As such, the conclusion of \$480 falls slightly below the comparable average rental rates.

The results of the study indicate that the average rental rates for Executive Hangar range from \$2.58 at national airports to \$5.24 at comparable airports. While national rental rates were considered, more weight was placed on the regional, comparable, and competitive

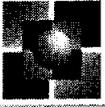
rental rates. A midpoint rate between the regional, comparable, and competitive rental rates was established (\$4.41). This midpoint rate was then discounted slightly due to the age (and condition) of the facilities, which are approximately 26 years old (constructed in 1981). As such, the conclusion of \$4.00 falls below the comparable and competitive average rental rates.

The results of the study indicate that the average rentals rates for Community Hangar range from \$2.19 at national airports to \$7.00 at comparable airports. It is significant to note that the rental rates obtained from comparable airports (\$6.00 and \$8.00) were not weighted heavily. These rental rates were for Community Hangars that are approximately twice the size and significantly newer than the Community Hangars at the Airport. In addition, relevant and useable data was not available from competitive airports. Due to these factors, the regional average rental rate was weighted most heavily. As such, the conclusion of \$3.15 falls slightly below the regional average rental rate due to the age (and condition) of the facilities.

It is significant to note that the current rentals rates being charged at the Airport (for T-Hangars and Executive Hangar) were not included in the comparable, competitive, regional, or national average market rental rates and as such, were not utilized to develop the midpoint rates. However, the current rental rates at the Airport were considered in reaching the rental rate conclusions. It is also significant to note that the market rent recommended in this study is based upon the tenant having full (unrestricted) and continued access (from the subject properties) to the Airport infrastructure.

In addition, rental rates for T-Hangars and Executive Hangars are "modified gross". The City is responsible for maintenance/repair of the improvements, insurance, and utilities. The tenant is responsible for any taxes or assessments levied or assessed on the premises, or the tenant's possessory interest in the premises. The City, as the owner of the improvements, is exempt from property tax.

Rental rates for Community Hangar are "net" meaning the tenant is responsible for all operating expenses relating to the subject properties (i.e. land and improvements) including



taxes (personal property, business, and/or property taxes), insurance, utilities, and maintenance/repair of the improvements.

It is our experience that Improved Land rental rates differ based on the use (commercial or non-commercial) and location (and restrictions) of the airport property. For example, it may be appropriate to charge a rental rate that is closer to the high end of the range for Improved Land being used for non-commercial purposes and/or having superior (better, easier, or more convenient) access to/from airport infrastructure.

While there may be some variances with regard to which party (the landlord or the tenant) is responsible for paying which expenses, the practice of "landlords" (airport owners and operators) establishing and charging "tenants" (aviation business owners and operators) "net" rental rates is consistent with industry standards and practices. If there is a deviation from this approach, an adjustment to the rental rate needs to be considered.

Further, the market rent conveyed in this summary report is based upon leasing the entire improvement (or unit) described in the "Subject Properties" section of this report to a single entity. If an amount less than the entire amount (or unit) is leased, if the subject properties are subdivided (into smaller units) and leased to different entities, or if the subject properties are leased for uses (purposes) other than commercial or non-commercial aeronautical use, an adjustment to the rental rate needs to be considered.

The market rental rates are driven by the amount a willing buyer (lessee) pays to a willing seller (lessor). To the extent that local economic factors affect rental rates at the comparable, regional, national, and competitive airports, these economic factors will be reflected in the market rental conclusions. To derive the market rent conclusions for the subject airport, we have identified and analyzed (on a comparative basis) the rents being charged (and paid) at the cross-section of airports (and markets) that are considered most comparable (similarly situated) to the Airport (and market). We recognize that there are differences between the subject airport and the comparable airports. Some of the comparable airports exhibit superior characteristics and some exhibit inferior characteristics. In an effort to identify airports that were considered most comparable to the subject airport and to draw conclusions that reflect the conditions at the subject airport, the



comparable airports were compared with the subject airport using a number of aeronautical activity and infrastructure indicators. Also, it is our experience that aeronautical activity and infrastructure indicators at general aviation airports typically run parallel to local market (economic) indicators. As such, a separate analysis of local market (economic) related activity indicators was not deemed necessary in this case.

VII. ADDENDA**A. Comparable Airport Methodology and Selection**

The first step to identify comparable airports was to develop an accurate profile of the Airport. Based upon the data collected from the Airport and the information available from various sources including the FAA, state, and local (community) agencies, a profile of the subject airport was developed. The Airport profile provides the basis for establishing the criteria and parameters for identifying comparable airports.

The selection of comparable airports was based upon a number of criteria including historic activity levels, the presence (or lack) of a control tower, runway length, and total airport acreage. Some criteria was considered more relevant (or more heavily weighted) than others. Parameters were then established in each of these areas to facilitate the selection process.

Since the Airport caters almost exclusively to the general aviation segment of the market, airports with air carrier operations were not considered. General aviation operations were divided into two categories – local and itinerant. The most recent FAA Terminal Area Forecast for the Airport reported 64,618 local and 63,703 itinerant general aviation operations. As such, the range (parameters) for local and itinerant general aviation operations was established at 35,000 to 89,000. The number of based aircraft at the Airport was reported as 472 on the most recent FAA Terminal Area Forecast. As such, the range (parameters) for based aircraft was set at 175 to 700.

The presence of a control tower, runway length, and total airport acreage were also considered. Airports without control towers were not considered comparable to the subject. Airports with at least one runway between 4,000 and 7,400 feet and airports having total acreage between 200 and 1,000 acres were considered most comparable to the subject.

This methodology resulted in 25 total identified comparable airports. Rental rates and related information from 13 comparable airports was obtained and analyzed to determine the market rent for the subject properties at the Airport. It is important to note, however, that relevant or useable information and/or data was not available for (or obtainable from) each of the comparable airports identified.



CITY OF HAYWARD
STAFF REPORT

AGENDA DATE 05/31/07

AGENDA ITEM 4

TO: Council Airport Committee

FROM: Director of Public Works

SUBJECT: Consideration of a Special Meeting for Discussion of FBO Development on Airport's South Side

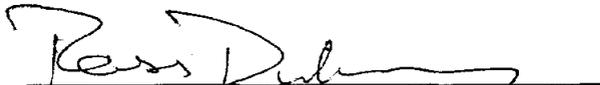
RECOMMENDATION:

It is recommended that the Airport Committee schedule a special meeting in June.

DISCUSSION:

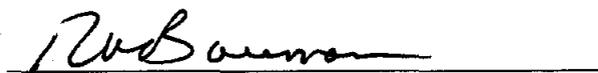
Consideration of the proposal by Bud Field to be able to dispense fuel as part of his FBO development on the Southside of the Airport was originally planned for tonight's meeting. However, due to the significance of the other items on the agenda and since staff has received a request by the Attorney representing the other two FBO's to provide more time for review of information on the proposal, it is recommend that this item be rescheduled for a special meeting in June. Committee members are asked to bring their calendars to confirm an appropriate date.

Prepared by:



Ross Dubarry, Acting Airport Manager

Recommended by:



Robert A. Bauman, Director of Public Works

Approved by:



Jesús Armas, City Manager