

**Title 11**

**AIRPORT**

**Chapters:**

**11.04 Airport Improvements and Revenue Financing**

**11.08 Airport Rules and Regulations**



## Chapter 11.04

### AIRPORT IMPROVEMENTS AND REVENUE FINANCING

#### Sections

- 11.04.010 Statement of policy.
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- 11.04.060 Use charges for airport services and facilities.
- 11.04.070 Financial accounting procedures.

#### **11.04.010 Statement of policy.**

It is the policy of the city to improve the Livermore Municipal Airport by the construction of capital improvements under the special circumstances set forth in Chapter 2.40 LMC and this title, and to limit the repayment of funds required for such capital improvements in the manner set out in this chapter. (1960 code § 3A.1)

#### **11.04.020 City council authority.**

A. The city council may, on behalf of the city:

1. Authorize capital improvements of the Livermore Municipal Airport;
2. Negotiate the advance of funds for the payment of the cost of such improvements and enter into contracts for the repayment of funds so advanced; and
3. Pledge to the punctual payment of funds so advanced all or any portion of the revenues derived from the Livermore Municipal Airport and its facilities and services which now exist or which may hereafter be constructed as provided.

B. The city council, in determining the cost of such capital improvements, may include any and all costs and estimated costs incurred or to be incurred in connection with the obtaining of such improvements, and all engineering, inspection, fiscal and legal expenses and interest which it is estimated will accrue during the construction period and for six months thereafter. (1960 code § 3A.2)

#### **11.04.030 Loan agreements for financing – Council authority.**

The city council may authorize the execution of a loan agreement to finance improvements at the

airport. The payment of interest at the rate allowed by state law and a term for repayment of the principal not to exceed 15 years from the date of the actual advance of funds shall be included among the terms and conditions of the loan agreement. Such contract shall provide the terms and conditions upon which the special loan herein authorized shall be subject to prior payment at the option of the city, and may contain other terms, covenants and conditions as the city council, in its discretion, may determine. The city council may authorize the execution and delivery of a revenue note to evidence the obligation to repay moneys advanced out of such revenues, which note shall state on its face that it is issued under and subject to the terms and conditions of the loan agreement. (1960 code § 3A.3)

#### **11.04.040 Loan agreements for financing – Covenants included.**

A. Any loan agreement executed for the purpose of obtaining the advancement of funds may contain appropriate covenants as to:

1. The purpose or purposes to which the proceeds of the loan shall be applied, and the use and disposition thereof;
2. The use and disposition of the revenues derived from rates, charges and fees for the use of the airport and its facilities and services pledged to the payment of the loan, including the creation and maintenance of reserve funds and operating funds;
3. The borrowing of additional moneys payable from revenues from the airport and its facilities and services;
4. The operation and maintenance of the airport and its facilities and services, the revenues from which are pledged to the payment of the loan;
5. The insurance to be carried on the airport facilities, the revenues of which are pledged to the payment of the loan, and the use and application of the proceeds of such insurance;
6. Books of account of the airport and the inspection and audit thereof.

B. The provisions of this section and of any contract or loan agreement shall be enforceable by mandamus or other appropriate suit action or proceeding in any court of competent jurisdiction. (1960 code § 3A.4)

## **11.04.050**

### **11.04.050 Contracts – City liability limitations.**

No contract providing for the advancement of funds or any note issued thereunder shall ever be or become a liability on the part of the city of Livermore, or an indebtedness of the city, and under no circumstances shall the repayment of any moneys advanced pursuant to such contract or note ever be or become a charge against or be payable out of the general funds of the city, and neither the city nor any officer thereof shall be beholden for the payment of any moneys advanced under any such contract, except solely from the revenues pledged to the repayment of such moneys; provided, however, that the city council, in its sole discretion, may apply to the payment at, or prior to the maturity of any loan, any funds of the city legally available for the payment of such loan. (1960 code § 3A.5)

### **11.04.060 Use charges for airport services and facilities.**

A. It shall be the duty of the city council to make certain that reasonable rates, fees and charges for the use of the airport and its facilities and services, the revenues of which are pledged to the payment of the loan, shall at all times, so long as any obligation under a loan agreement is outstanding, be fixed and established, so the airport and its facilities and services shall always remain self-supporting.

B. Such rates, fees or charges so prescribed shall be calculated to be at least sufficient to pay:

1. The principal and interest of all moneys advanced for such capital improvements; and
2. All expenses of operation and maintenance of the airport and its facilities and services, the revenues of which are pledged to the payment of the loan. (1960 code § 53A.6)

### **11.04.070 Financial accounting procedures.**

A. It shall be the duty of the administrative services director, the airport management, and all other officials of the city who have, directly or indirectly, charge of the finances of the Livermore Municipal Airport, to set up suitable accounts and to account for all revenues of the airport and its facilities and services pledged to the payment of the loan, and, at the direction of the city council, to establish a special fund for the purpose of accounting for such revenues. The city may agree in any loan agreement to accumulate, by deposits of such

revenues, a balance in the account equal to the amount of interest and installment(s) of principal becoming due in the next succeeding year on moneys advanced for such capital improvements. Any revenues in excess of the maximum so required to be accounted for through such account may be used by the city for any lawful purpose.

B. To further provide for the separation of revenues pledged to the payment of the loans, separate special funds shall be maintained in the city treasury. One fund, the airport operations fund, will be used for general airport purposes to account for the receipts and expenditures of all airport revenues. Airport revenues derived from all general aviation aircraft hangar facilities (T-hangars and shelters), either: (1) now existing, or (2) constructed from the proceeds of the loan, and which may be pledged toward the payment of the loan, shall be accounted for in the aircraft hangar facilities funds, and shall be deposited in the above special fund bank accounts, as may be required by the terms and conditions of the loan agreement.

C. In the event general airport revenues other than revenues derived from general aviation aircraft hangar facilities are pledged to the payment of a loan to finance other capital improvements at the airport, moneys in an amount equal to the annual amount needed for payment of principal and interest shall be separated annually from the airport operations fund and transferred into the airport capital projects fund, and the use of those moneys shall be restricted to the purpose of paying such annual principal and interest when due under the terms of the loan agreement. (Ord. 1908 § 25, 2010; 1960 code § 3A.7)

## Chapter 11.08

### AIRPORT RULES AND REGULATIONS

#### Sections:

- 11.08.010 Definitions.
- 11.08.020 Aircraft regulations.
- 11.08.030 Aircraft insurance requirements.
- 11.08.040 Rates and charges.
- 11.08.050 Conduct of business – Restrictions.
- 11.08.060 Commercial aviation permit (CAP).
- 11.08.070 Hangars.
- 11.08.080 Hangar waiting lists.
- 11.08.090 Tie-downs and shelters.
- 11.08.100 Flying clubs.
- 11.08.110 Aviation fueling operations.
- 11.08.120 Motor vehicle regulations.
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- 11.08.140 Fire, storage and disposal regulations.
- 11.08.150 Hazardous materials handling.
- 11.08.160 Special events.
- 11.08.170 Violations and enforcement.
- 11.08.180 Applicability of provisions.
- 11.08.190 Appeal process.

#### 11.08.010 Definitions.

For the purposes of this chapter, the following definitions shall apply:

“Abandoned or unclaimed aircraft” means an aircraft that has not been utilized, flown or worked on for a period of 13 consecutive months when stored inside a hangar or on a tie-down, and/or has not been maintained in flyable condition. Abandoned or unclaimed aircraft are aircraft which do not appear to cause or constitute an imminent or immediate danger to the health or safety of persons using the airport.

“Accident” means 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” means any activity that involves, makes possible, facilitates, is related to, assists in or is required for the operation of an aircraft or airport or which contributes to, or is required for, the safety of aircraft and/or airport operations.

“Agreement,” “license” or “permit” means a written contract, executed by both parties and enforceable by law, between the city and an individual or 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, the term of the agreement, rents, fees, and charges to be paid by the individual or entity; and the rights and obligations of the respective parties. Examples include, but are not limited to, commercial aviation permits and hangar lease agreements.

“Air traffic control” means the service, control and authority established by FAA or contract tower personnel to promote the safe, orderly, and expeditious flow of air traffic.

“Aircraft” means 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, ultralights, light sport and seaplanes.

“Aircraft maintenance” means the repair, maintenance, alteration, preservation, or inspection of aircraft including the replacement of parts and shall be considered either major repairs or minor repairs. “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” means 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 and P mechanic”) means a person who holds an aircraft mechanic certificate with both the airframe and powerplant ratings. This certification is issued by the Federal Aviation Administration (“FAA”) under the provisions of 14 CFR Part 65.

## 11.08.010

“Airplane” means, more specifically, an engine-driven, fixed-wing aircraft heavier than air that is supported in flight by the dynamic reaction of the air against its wings.

“Airport” means the Livermore municipal airport, located in the city of Livermore, state of California.

“Airport commission” means those persons appointed to that position by the city council.

“Airport manager” means the person appointed to this job classification by the city, or the city’s authorized representative.

“Airport operating area” or “AOA” means any area of the airport used or intended to be used for landing, taking off, or surface maneuvering of aircraft.

“Aviation-related activity” means any activity conducted on airport property that provides service and support to airport users. The following are examples of aviation-related activities; they include but are not limited to ground transportation, restaurants, auto parking lots, concessions, etc.

“Based aircraft” means any aircraft assigned a reserved tie-down, shelter or hangar space for the majority of the calendar year, whether or not such assignment is made under a written lease with the city.

“Commercial aviation permit” or “CAP” means the legal agreement between the airport and an individual or entity providing a commercial aeronautical activity which is consistent with the adopted minimum standards for commercial aeronautical activities and which grants permission to perform such activity on or from the airport property, whether directly or indirectly related to aviation activities or aeronautical activities, and with the intent to generate and/or secure earnings, income, compensation (including exchange or barter of goods and services), and/or profit, whether or not such objectives are accomplished.

“Derelict aircraft or vehicle” means any vehicle, aircraft or other property 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.

“FAA” means the Federal Aviation Administration, which is the agency of the United States government that has the responsibility of promoting safety in the air.

“Fixed base operator” or “FBO” means a person, partnership, corporation, unincorporated association, their assignees or sub-lessees which perform a commercial aeronautical activity upon the airport pursuant to an agreement between the city and the individual or entity.

“Fuel” means any substance (solid, liquid, or gaseous) used to operate any engine in aircraft, e.g., avgas, jet fuel, ethanol-free premium auto fuel, diesel, and biofuel. These fuels may also be used in vehicles or equipment, as appropriate and permitted.

“Fuel handling” means the transportation, delivering, fueling, or drainage of fuel or fuel waste products.

“Hangar” means a fully enclosed, lockable storage space for one or more aircraft, further defined by size and purpose as follows:

1. Commercial hangar: These hangar units encompass no less than 10,000 square feet of floor and office space and are generally intended to be occupied by one or more FBOs.

2. Corporate hangar: These square or rectangular hangars encompass more than 3,600 square feet and are generally intended to house larger corporate or business-type single- and twin-engine aircraft.

3. Executive hangar: These square or rectangular hangars encompass at least 2,500 square feet of floor space and are generally intended to house corporate or business-type single- and twin-engine airplanes.

4. Rectangular hangar: These hangar units encompass at least 1,800 square feet of floor space and are generally intended to accommodate large single- or twin-engine airplanes.

5. T-hangar: These hangar units are configured to accommodate an airplane’s “T” shape, encompass at least 900 square feet of floor space, and are generally intended to accommodate smaller single- and twin-engine airplanes. The T-hangars located at the end of each hangar building contain an additional half of the square footage of a T-hangar unit, and are referred to as “T-combo” units.

“Hazardous materials” means any oil, petroleum products, flammable substances, explosives, radioactive materials, wastes, or substances or any other wastes, material or pollutants which pose a hazard to the health and safety of any person on or

entering the airport property or which are classified as hazardous materials under applicable regulatory measures.

“Lessee” or “tenant” means an individual or 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.

“Long-term lease” means a ground lease with any initial term longer than five years.

“Medium-term lease” means a facility lease with any initial term longer than 30 days but no more than five years.

“Minimum standards” means those guidelines, qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition precedent to the right to engage in activities at the airport, adopted by the city council by resolution and as may be amended from time to time. These are also referred to as the minimum standards for commercial aeronautical activities.

“Movement areas” are those portions of the AOA that are under the control and jurisdiction of FAA air traffic control, primarily taxiways and runways.

“Operator” means an individual or entity that has entered into an agreement with the airport to engage in commercial aeronautical activities.

“Person” means an individual, firm, partnership, corporation, company, association, joint-stock association, or governmental entity.

“Preventive maintenance” means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations.

“Regulatory measures” means federal, state, county, and city laws, codes, ordinances, policies, rules and regulations, all as may be in existence, hereafter enacted, and amended from time to time.

“Rules and regulations” means the provisions contained in this title and adopted by ordinance by the city council and which pertain to the use and operations of the airport.

“Special event” means a specific occasion so arranged or planned for a particular purpose that is in addition to or more than the permitted activities engaged in by an individual (including an operator, lessee or third parties) or entity at the airport pursuant to an agreement.

“Specialized aviation service operator” (or “SASO”) means 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, as permitted. A SASO is not permitted to engage in aeronautical activities involving the sale of aviation fuel.

“SWPPP” means the current stormwater pollution and prevention program in place at the airport, as may be amended from time to time.

“Tie-down” means the area, paved or unpaved, suitable for parking and mooring of aircraft wherein suitable tie-down points have been located.

“Transient aircraft” means any aircraft which utilizes the airport for occasional temporary purposes, generally no longer than seven days, and which is based at another airport and is not assigned a reserved tie-down or hangar at the airport. (Ord. 1916 § 1(5), 2010; Ord. 1905 § 1, 2010)

#### **11.08.020 Aircraft regulations.**

A. All aeronautical activities at the airport shall conform to the current applicable provisions of the FAA regulations, orders and advisory circulars (ACs), standard operating procedures as outlined in the Aeronautical Information Manual (AIM), applicable state laws and regulations, and orders issued by the city and the air traffic control tower. All operators of aircraft are responsible for complete knowledge of all laws, rules and regulations relating to the operation of aircraft.

B. The city may deny the use of the airport to any person in violation of these regulations.

C. The city may prohibit aircraft operations when it is determined that conditions are such that continued operations would be unsafe. The city may issue a notice to airmen (NOTAM) to close any portion of the airport, or to terminate or restrict any activity thereon. Under no circumstances shall an authorized airport closure or restriction constitute grounds for reimbursement by the city of any expense, loss of revenue, or damage incurred by any operator, lessee, or any other individual or entity.

D. The use of any contrivance or device that could potentially interfere with safe aircraft operations, e.g., radio-controlled aircraft, go-carts, roller blades, roller skates, skateboards, etc., shall not operate on or from the airport operating area.

E. Operating an aircraft in a careless or negligent manner, or in disregard of the rights and safety of others, or without due caution, or at a speed or in a manner which does or is likely to endanger persons or property is prohibited. Only aircraft considered airworthy by the FAA per 14 CFR Part 91.7, FAA Order 8130.2, appropriate manufacturer's guidance, experimental aircraft operating limitations, and/or American Society for Testing and Materials (ASTM) standards, shall land or takeoff from the airport.

F. Aircraft shall be parked only in those areas designated for such purpose by the city and shall be positioned in such a manner so as not to block taxilanes or obstruct access to hangars, parked aircraft or vehicles. Unless provided for in an agreement with the city, no person shall use any area of the airport for the parking and storage of aircraft, other than for designated transient parking, without prior written permission of the airport manager.

G. Aircraft operators shall ensure that aircraft are properly tied down and chocked when left unattended. Upon 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 or is unable to move the aircraft, or is unavailable, the airport manager may cause the aircraft to be moved by a licensed and insured operator or FBO to the designated area. This relocation shall be performed at the risk and expense of the aircraft operator without liability for damage that may arise from or out of such movement.

H. 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 power plant mechanic, the holder of a light sport aircraft (LSA) repairman-maintenance rating certificate, 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.

I. Aircraft engines shall not be started within any structure on the airport. 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 incident to such operations.

J. Aircraft shall not be taxied until the aircraft operator has ascertained that there is no danger of collision with any person or object in the area. In the event of any accident, the aircraft operator will be solely responsible for his/her actions. Any and all property destroyed, injured, or damaged shall be paid for by the entity responsible for such destruction, injury, or damage thereto.

K. Run-up of jet, turboprop and piston engines shall be performed only in the areas designated for such purpose by the city. Aircraft may not be tied to any structure during aircraft engine run-up. The duration of run-up shall be kept to a minimum.

L. Aircraft shall not be taxied into, out of, or within any structure on the airport.

M. Aircraft operators shall familiarize themselves with local noise abatement procedures, as published by the city.

N. Leaving an aircraft unattended with an engine running is prohibited.

O. Derelict or damaged aircraft, vehicles and other property in obvious need of major repairs shall not be permitted within the tie-down or ramp areas and may be removed immediately (e.g., towed) by the airport manager. 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 known by city) shall be notified of the removal, towing and storage of said motor vehicle, aircraft, or other property by certified or registered mail, return receipt requested, sent to the owner's address (if known) by the airport manager, within three days of said removal, towing and storage.

P. Abandoning aircraft anywhere on the airport is prohibited. The airport manager may take whatever action is deemed appropriate to remove and/or dispose of any abandoned aircraft. Said owner (if known by city) shall be notified of the removal and/or disposal of any abandoned aircraft by certified or registered mail, return receipt requested, sent to the owner's address (if known) by the airport manager. Such action shall be at the risk and

expense of the owner of the aircraft, and without any liability to the city for damage that may result from such towing, removal and/or disposal.

Q. Cleaning of aircraft through the process of using water together with biodegradable detergent shall be performed only at designated aircraft wash racks and in the manner prescribed by the city.

R. The owner or operator of an aircraft involved in an accident involving substantial damage or serious injury on the airport resulting in injury to person or damage to property shall notify the city immediately and comply with all applicable provisions of the National Transportation Safety Board Regulations, Part 830.

S. An aircraft involved in an accident on the airport may not be removed from the scene of the accident until authorized by the city or FAA air traffic control personnel who shall receive removal authorization from the Oakland Flight Standards District Office or the National Transportation Safety Board. Once authorization to move the disabled aircraft has been issued, the owner or aircraft operator shall make immediate arrangements to have the aircraft moved. If removal is not initiated within a reasonable amount of time, the city may have the aircraft removed at the owner's risk and expense. The expenses of such removal and any storage fees shall become a lien secured by the title to said aircraft. The registered owner of the aircraft shall be notified of the removal and storage of said property by certified or registered mail, sent to the owner's address as known to the airport manager or his authorized representative, within three days of said removal and storage. (Ord. 1905 § 1, 2010)

#### **11.08.030 Aircraft insurance requirements.**

Except for transient aircraft, no person shall keep, maintain, or store aircraft, including project aircraft, at the airport, with or without an agreement between the individual and the city, unless such person shall maintain a certificate of public liability and property damage insurance executed by a company authorized to carry on insurance business in the state. Lessee's insurance shall include the city, its officers, officials, employees, agents and designated volunteers as additional insureds and lessee's insurance coverage shall be primary as respects the city, its officers, officials, employees, agents and designated volunteers. Min-

imum limits of liability and coverages shall be established and amended from time to time by the city's risk manager. (Ord. 1905 § 1, 2010)

#### **11.08.040 Rates and charges.**

The rates and charges for the use of the facilities of the airport, including but not limited to leases, overnight parking and landing fees, shall be those established from time to time by resolution of the city council. (Ord. 1905 § 1, 2010)

#### **11.08.050 Conduct of business – Restrictions.**

A. No person shall engage in any commercial aeronautical activity of any nature on the airport except in conformance with the airport's minimum standards for commercial aeronautical activities.

B. No person shall solicit for any purpose on the airport unless a solicitor's permit has been obtained pursuant to Chapter 5.36 LMC.

C. No person shall post, distribute or display signs, advertisements, circulars, printed or written matter at the airport except with the approval and in such a manner as may be prescribed by the airport manager.

D. Any person accessing or using the airport shall be responsible for their actions, and all actions of any of their invitees.

E. Any and all airport property destroyed, injured, or damaged shall be paid for by the individual or entity responsible for such destruction, injury, or damage thereto.

F. Commercial aircraft maintenance in hangars 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 of the Livermore-Pleasanton Fire Department. Such information is contained in the commercial aviation permit and leases issued.

G. 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 49 CFR Part 21 of the Regulations of the Office of the Secretary of Transportation and Title VI of the Civil Rights Act of 1964.

H. The airport manager has the authority to take any such action as may be necessary to enforce these rules and regulations.

## 11.08.060

I. In any contingencies not specifically covered by this chapter, the airport manager is authorized to implement actions and/or determinations in a manner not inconsistent with this chapter. (Ord. 1905 § 1, 2010)

### 11.08.060 Commercial aviation permit (CAP).

Specialized aviation service operators shall be required to obtain a CAP and to pay a commercial aviation fee. Tenants who hold a long-term or medium-term lease of a commercial hangar (as defined in LMC 11.08.010), including FBOs, shall not be required to obtain a CAP. The annual administration fee is established and amended from time to time by resolution of the city council.

A. Prior to engaging in a commercial aeronautical activity, an individual or entity must apply for and obtain a CAP from the airport manager describing the terms and conditions of said activity. Individuals or entities engaging in commercial aeronautical activities must also adhere to the airport's adopted minimum standards for commercial aeronautical activities. No person shall use the airport in any manner whatsoever for any commercial profit, gainful or revenue-producing purpose, regardless of the form of compensation, at or in assigned or unassigned spaces, unless such activities are pursuant to a CAP. One single CAP is assigned per tenant or entity, referencing the hangar unit(s) (or other approved space) and the permitted commercial activity(ies).

B. The airport manager shall determine whether or not an activity is deemed a commercial aeronautical activity. This exclusion shall not prohibit the incidental use of the aircraft in providing transportation in the course of tenant's business, profession or other commercial activity. An applicant disputing the airport manager's written determination of whether an activity constitutes a commercial aeronautical activity may appeal this determination to the airport commission. The commission's determination shall be final.

C. Requirements as set forth in the hangar lease agreement remain applicable and shall be in addition to the requirements of the CAP.

D. The applicant must possess a valid city business license and insurance as referenced in LMC 11.08.030.

E. The CAP must be posted in the permit holder's office so that it is clearly visible to patrons and city staff. The permit may be renewed and is valid for a one-year period from July 1st to June 30th of the following year.

F. Upon termination, cessation or dissolution of a commercial aeronautical activity, the former CAP holder reverts to the status of a tenant and must continue to meet the requirements of the city's hangar lease agreement.

G. This section excludes month-to-month hangar tenants who are not engaged in commercial aeronautical activities and work on their own aircraft as permitted in LMC 11.08.070. (Ord. 1916 § 1(6), 2010; Ord. 1905 § 1, 2010)

### 11.08.070 Hangars.

A tenant shall execute the hangar lease agreement and abide by this chapter, which is a part of the agreement, and which may be amended from time to time. All rights to the hangar remain with the individual executing the hangar lease agreement. With the exception of executive and corporate hangars that may be leased on a medium-term basis (defined as having any initial term longer than 30 days but no more than five years) or which may be leased on a long-term basis (any initial term longer than five years), the term of all hangar agreements shall be on a month-to-month basis until such time as the lessee or the city provides the other party written notice of termination of the agreement. Either the tenant or the city may, upon 30 days' written notice to the other party, terminate a hangar agreement, except in the case of a medium- or long-term lease which may have a longer notice of termination requirement. City's termination of the agreement shall be for cause. Termination of said agreement shall have no effect upon the lessee's obligations which may have accrued during the term of their hangar agreement prior to the date of termination by either the lessee or the city.

A. The city leases its hangars solely for the storage of aircraft owned or part owned by lessee unless otherwise permitted through a CAP. The lease agreement shall be executed by the person called from the hangar waiting list as described in LMC 11.08.080. Tenant shall indemnify, defend and hold harmless the city, 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 tenant, its officers, employees, agents or contractors. The tenant shall procure and maintain all applicable insurance in accordance with LMC 11.08.030.

1. Federal Aviation Administration records will be used to determine aircraft ownership. The name on the FAA aircraft registration for the primary aircraft intended to be stored at the airport must match the name on the hangar waiting list application and the hangar lease agreement at the time a storage space is assigned and for the duration of the agreement.

2. If the primary aircraft stored in city-owned hangars is registered in a corporate, partnership, trust, or other entity name, the entity's name and/or the name of the tenant must appear on the original aircraft registration certificate either as "registered owner" or as "other owner names," as verified by the airport manager through the FAA's official aircraft registration database. For city-owned T-hangars tenant must demonstrate a minimum 20 percent ownership of the aircraft. (For executive, rectangular, or corporate hangars refer to subsection (G) of this section.) In the event of any ambiguity relative to ownership of the aircraft, the airport manager may, at his/her discretion, request additional evidence of ownership status of the aircraft until satisfied with ownership status.

3. All rights to the hangar remain with the individual executing the hangar lease agreement. Tenant agrees to provide notice to the airport manager of any change in aircraft ownership within 30 days of such change. In the event of loss of tenant's ownership, the provisions of subsection (J) of this section become applicable and tenant will be required to produce evidence of ownership of another aircraft within 180 days, and place such aircraft in the hangar within the 180-day time period. During the 180-day period, the tenant will have the choice to leave the hangar unused, or enter into a temporary sublease agreement with the airport manager to permit a tenant-selected aircraft to occupy the hangar during the 180-day period. Temporary sublessees must provide insurance pursuant to LMC 11.08.030, and will not be permitted to occupy the hangar for more than one 180-day period within a 24-month period.

4. In the event of a tenant's death, the surviving spouse, domestic partner, trustee or executor/executrix shall vacate the hangar within 180-days of tenant's death unless the surviving spouse

or domestic partner is a co-owner of the aircraft, who shall then be required to execute and comply with a new hangar lease agreement within 90 days of the tenant's death.

B. Hangar rent payments will only be accepted from the tenant whose name appears on the hangar lease agreement and shall be made by cash, check, cashier's check or money order.

C. Each month's rent shall be due with or without notice or invoice from the city on the first day of each and every month during the term and the tenant shall be in default if rent payment has not been received by the city by the tenth day of each subsequent month.

D. Effective July 1, 2010, all new tenants who qualify to occupy any of the airport's 27 corporate and executive hangars shall either be commercial aviation permit (CAP) holders that provide necessary or desirable aeronautical services at the airport, or own at least one aircraft that is too large to fit in any of the airport's smaller hangars (an aircraft is determined to be too large if there are less than 12 inches of clearance in any critical aircraft dimension in relation to any of the airport's hangar unit). These hangars shall be leased through medium-term lease agreements.

E. By July 1, 2013, all existing tenants in the airport's 27 corporate and executive hangars who do not hold a CAP, and whose primary aircraft would fit into any of the airport's smaller hangars, will be required to store a large aircraft and enter into a medium-term lease, or vacate the unit by June 30, 2013. (At any time before the July 1, 2013 deadline, an existing tenant may request reassignment to a smaller rectangular or T-hangar unit, which the airport manager has the authority to grant.

F. Effective July 1, 2015, the number of corporate and executive hangars that any one entity and its affiliates may lease at the airport shall be limited to three units. If no additional suitable hangars available for lease by the public have been built by this time, a final five-year extension will be granted to the medium-term leases any entity and its affiliates have entered into with the city that lease more than three hangar units.

G. Except for T-hangars, if the tenant does not have a valid CAP, the tenant is required to store at least one flyable aircraft registered to the tenant in the hangar and provide insurance in accordance with the hangar lease agreement requirements. (For

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T-hangars only, refer to subsection N of this section.) Tenants leasing a city-owned rectangular hangar are required to store at least one solely tenant-owned and fully assembled aircraft, otherwise meeting the definition of FAA Order 8130.2, Airworthiness Certification of Aircraft and Related Products, Chapter 1 in the hangar, with the exception of when the aircraft is undergoing required maintenance, annual inspections, restoration, or to comply with airworthiness directives.

H. More than one aircraft will be allowed to share city-owned T-hangar space, at no additional cost; provided, that the hangar is large enough to accommodate the additional aircraft and proper insurance is provided pursuant to LMC 11.08.030 and written notification is provided to the airport manager.

I. Hangars shall not be assigned, sublet or otherwise transferred in whole or in part to any other person or entity. This is deemed to have occurred if: payment of the fee is made by any other person or entity, other than tenant, without prior written consent of the city, or the hangar contains aircraft not owned, or part owned, by the tenant as specified in subsection A of this section, or the hangar contains aircraft not properly registered and insured as specified in LMC 11.08.030.

J. If a tenant disposes of any aircraft listed on the hangar lease agreement, the tenant shall notify the airport manager in writing within 14 business days of the disposal. If the tenant sells, or otherwise disposes of, his/her aircraft, the tenant shall be allowed a period of 180 days to replace the aircraft. No interim tenancies or sublets will be permitted during this 180-day period unless a temporary sublease agreement is entered into pursuant to subsection (A)(3) of this section. If tenant has not replaced the aircraft at the end of the 180-day period, as evidenced by the presence of such aircraft in the hangar, he/she must vacate the hangar within 30 days' notice to vacate. Extensions to this 180-day time period may be approved in writing at the airport manager's discretion upon written request submitted by tenant.

K. The tenant shall immediately report to the airport manager any damage to, or defects in, the hangar.

L. The tenant shall pay, prior to delinquency, any taxes or assessments levied on the leased premises or tenant's possessory interest in the hangar premises.

M. Hangar inspections may be announced and conducted from time to time by airport staff and/or the fire marshal to assure compliance with the hangar lease agreement requirements and the International Fire Code, found at Chapter 15.06 LMC. Staff shall endeavor to provide tenants with at least 48 hours' notice of such scheduled inspections.

N. Any person renting a T-hangar to store an aircraft that is not airworthy or who intends to restore, construct or engage in the major repair of an aircraft must register the project with the airport manager and arrange a mutually agreeable work schedule to complete the project aircraft. Such work shall be allowed as long as discernible progress is made towards project completion on a continual basis. Any delays to the project shall be granted at the discretion of the airport manager. The amount of delay approved, if any, will consider the reason for the delay, unforeseen circumstances, progress to date, and probability of project completion. A periodic project status report demonstrating discernible progress pursuant to the agreed upon work schedule shall be filed upon request by the airport manager. Failure to provide evidence of discernible progress, or reasonable explanation for delay, will result in a 30-day notice to vacate the hangar.

O. Storage of any aircraft within the hangar that is not properly insured shall be deemed to be a breach of the hangar lease agreement and grounds for termination of such agreement.

P. Tenant shall not lock the city's hangar door(s) or permit same to be locked with any lock other than the lock supplied by the city.

Q. To promote proper use of the assigned space for the parking and storage of aircraft, any period of nonutilization of the space by the tenant, so assigned in the hangar lease agreement, for more than 180 consecutive days or if the tenant has not stored the primary aircraft in the assigned space for a minimum of 180 total days per calendar year shall indicate tenant's intent to vacate the assigned space and result in the termination of the hangar lease agreement. Notice of termination of the agreement shall be given as required herein. Extensions to this 180-day time period may be approved in writing at the airport manager's discretion upon written request submitted by tenant, but shall not exceed a cumulative total of 18 months.

R. By executing a hangar lease agreement, tenant acknowledges receipt of a current copy of this chapter, and agrees to abide by the provisions of this chapter as adopted and as may be amended from time to time by the city council. The city agrees to furnish tenant with an updated copy of this chapter whenever amended. (Ord. 1905 § 1, 2010)

#### **11.08.080 Hangar waiting lists.**

A. The airport maintains three waiting lists, one for T-hangars and one each for small and large box hangars (e.g., rectangular, executive and corporate hangars). These lists are derived from a hangar application form which is available at the airport office or online at [www.ci.livermore.ca.us/airport/hangars.html](http://www.ci.livermore.ca.us/airport/hangars.html). The application must be completed by the applicant and submitted to the airport office along with a required deposit. The applicants' names will be listed by date in chronological order with the earlier dates at the top of the list. When a T-hangar or small box hangar becomes available, the person on the top of that list will be contacted and offered that unit. After being contacted by staff, the person will have three business days to accept the unit for lease. If the person declines the unit because he or she does not currently own an aircraft, or is a tenant with one or more hangars and/or tie-downs not currently in compliance with lease terms or this chapter, he/she will remain on the top of the list as having "passed" until such time the tenant obtains an aircraft or is fully in compliance with the lease terms. After two passes the applicant will be moved to the bottom of the list.

B. The policy for administering the large box hangar waiting list for rectangular, executive and corporate hangars reflects the city's intention to use these hangars to store corporate or business-type aircraft and/or to accommodate entities seeking to conduct commercial aeronautical activities pursuant to the airport minimum standards and/or a CAP. The policy statement on waiting list for large (box) hangars is available at the airport office or online at [www.ci.livermore.ca.us/airport/hangars.html](http://www.ci.livermore.ca.us/airport/hangars.html). The policy is approved by the airport commission and may be amended from time to time.

C. Individuals on the list are responsible for keeping their contact information current at all times. If at any time an individual cannot be con-

tacted at the address provided, that individual's name will be removed from the list and their waiting list deposit forfeited. (Ord. 1916 § 1(7), 2010; Ord. 1905 § 1, 2010)

#### **11.08.090 Tie-downs and shelters.**

A. A tenant shall execute a tie-down lease agreement and agree to abide by the terms of the agreement and this chapter. The term of all tie-down agreements shall be on a month-to-month basis until such time as the tenant or the city provides the other party with written notice of termination of the agreement. Either the tenant or the city may, upon providing 30 days' written notice to the other party, terminate a tie-down agreement. City's termination of the agreement shall be for cause. Termination of said agreement shall have no effect upon the tenant's obligations which may have accrued during the term of their tie-down agreement prior to the date of termination by either the tenant or the city. The agreement may not be assigned or transferred to any other party.

B. Aircraft shall be 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.

C. Storage of materials or equipment shall not be permitted outdoors. Storage lockers not exceeding 10 cubic feet in volume are permitted if properly maintained and secured to the tie-down cable at the tail end of the tenant's aircraft.

D. Tie-down tenants may park their vehicles on tenant's city tie-down space when the aircraft has been removed for operational reasons as determined by the airport manager. Vehicles that are parked more than 30 consecutive days must be moved to long-term parking areas or tenants will forfeit their leasehold interest and the vehicles will be towed. All vehicles must be operated in conformance with LMC 11.08.120.

E. By executing a tie-down lease agreement, tenant acknowledges receipt of a current copy of this chapter, and agrees to abide by the provisions of this chapter as adopted and as may be amended from time to time by the city council. The city agrees to furnish tenant with an updated copy of this chapter whenever amended.

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F. Transient aircraft are permitted to use unsigned tie-down spaces for a period of no longer than seven days, or as otherwise permitted by the airport manager. A daily fee for such parking shall be assessed pursuant to the airport rates and charges schedule, as revised from time to time and approved by city council resolution. (Ord. 1905 § 1, 2010)

### 11.08.100 Flying clubs.

A. A flying club must be organized as a non-profit corporation under the laws of the state of California and operate on a nonprofit basis so as not to receive revenues greater than the costs to operate, maintain, acquire and/or replace flying club aircraft. All flying club aircraft must be registered in the name of the flying club, and be owned equally by its members.

B. A current roster of officers and directors of each flying club must be filed with the airport manager.

C. All aircraft owned, leased or used by the flying club must be registered with the airport manager. Club members cannot engage in, and club aircraft cannot be used for, commercial ventures, purposes or operations, and must comply with LMC 11.08.050. (Ord. 1905 § 1, 2010)

### 11.08.110 Aviation fueling operations.

A. Fueling, defueling, and fuel storage activities on the airport shall conform to the current applicable provisions of CFR Title 14, and guidelines; all appropriate National Fire Protection Act guidelines; FAA Advisory Circular 150/5230-4 (including updates or amendments); applicable provisions of the airport's SWPPP; and applicable provisions of the Environmental Protection Agency and the California Environmental Protection Agency relating to these activities.

B. Except for self-fueling, fuels shall only be dispensed on the airport by those FBOs and self-fueling entities that have a written agreement with the city granting such permission, and shall comply with all orders, procedures and minimum standards for commercial aeronautical activities set forth by the city and adopted by resolution of the city council.

C. A properly trained operator shall be present and responsive, remaining in direct view of all operating controls and equipment at all times while fuel delivery vehicles transfer fuel into or out of

any fuel storage facility. The operator shall not block open, disengage, and/or deactivate the "deadman" switch while fueling and/or transferring fuel.

D. Except for self-fueling and self-service fueling, no person shall fuel or defuel an aircraft until that person is properly trained. Records shall be kept by all fixed base operators documenting the training provided and qualifications of each person trained. Recurrent training shall be provided on a regularly scheduled basis, but not less than every year. All records shall be subject to review of and/or inspection by the airport manager or fire marshal.

E. No aircraft shall be fueled with an engine running (hot-fueling) unless prior authorization has been obtained from the airport manager and the fueling operator.

F. No aircraft shall be fueled or defueled unless the point of contact between the fuel transfer device (e.g., fuel nozzle) and the aircraft fuel tank is at least eight feet away from any hangar structure or enclosed space. Aircraft fuel handling shall be conducted outdoors and at least 50 feet from any combustion and ventilation air-intake to any boiler, heater, or incinerator room or as approved by the fire marshal.

G. Fueling hoses, funnels and apparatus shall be equipped with a bonding device to prevent ignition of volatile liquids. During any fueling process, the aircraft and the fueling apparatus shall both be bonded to equalize voltage potential.

H. Pouring or gravity transfer of fuel from containers larger than five gallons is prohibited. All containers shall be approved by the fire marshal and shall be an approved type pursuant to UFC Sec. 79.104 and legibly labeled. Capacity shall conform to UFC Table No. 79.104.

I. No person shall smoke or use any material or equipment which is likely to cause a spark or ignition within 100 feet of any fueling or defueling operations or use any material or equipment which is likely to cause a spark or ignition.

J. 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.

K. Care shall be exercised to prevent spillage of fuel. The airport manager shall be notified any time spillage in excess of five gallons occurs. Any fuel spilled during transfer shall be removed immedi-

ately. No engine of any aircraft shall be started when fuel is on the ground under such aircraft, except sump drain checks.

L. Each refueling vehicle shall have a minimum 15-gallon spill kit. Each fuel storage facility shall have a minimum 55-gallon spill kit.

M. Fuels not meeting motor vehicle fuels specifications, such as aviation gasoline, jet fuel and transmix, are prohibited from being supplied, sold or transported for use in motor vehicles (Title 13 California Code of Regulations, Sections 2250 et seq.). (Ord. 1905 § 1, 2010)

#### **11.08.120 Motor vehicle regulations.**

A. Any person operating a vehicle on the airport must have a valid state vehicle operator's license and evidence of insurance as required by the city. All vehicles shall meet proper state licensing, registration, and inspection requirements.

B. "Vehicle tailgating" is prohibited at all access gates. Each tenant shall utilize his/her assigned gate access card or remote control transmitter to access the airport premises.

C. No person shall operate a vehicle in a reckless or negligent manner, or in excess of the posted or designated speed limits, other than emergency vehicles. The speed limit in aircraft parking and hangar areas is 10 miles per hour.

D. Aircraft and pedestrians have the right-of-way over vehicular traffic at all times and in all locations. Vehicle operators shall observe the directions of traffic signs and any instructions posted by the city.

E. All vehicles shall pass to the rear of taxiing aircraft.

F. Vehicles are not permitted to enter the movement areas unless an appropriate clearance has been issued by FAA air traffic control, or city personnel are escorting the vehicle.

G. One vehicle may be parked directly on the tie-down space when the aircraft is being used, and only on the space leased by the vehicle owner, for a period not to exceed 30 consecutive days.

H. Vehicles shall not be parked or stopped 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. In order to keep the taxilanes clear, tenants are strongly encouraged to always park their vehicles inside the hangar while flying.

I. Parking is permitted in designated or assigned areas only. Extended vehicle parking is allowed only as approved in advance by the airport manager.

J. Private vehicles shall not be cleaned and/or maintained anywhere on the airport, except for minor repairs that are necessary to remove such vehicle(s) from the airport. Vehicles operated by commercial operators or tenants shall be cleaned and/or maintained in areas designated by the airport manager. (Ord. 1905 § 1, 2010)

#### **11.08.130 Airport user obligations.**

A. All tenants and permittees shall be fully responsible to the airport for all damage to facilities, equipment, real property, related appurtenances, and all other improvements in the ownership, care, custody, or control of the airport when such damage is caused by the negligence, abuse or carelessness on the part of the tenant, lessee, or permittee or their employees, agents, customers, visitors, suppliers or persons with whom they do business.

B. Tampering or interfering with or disabling a lock, security camera, vehicle gate, or breaching any other security or access control device at the airport is prohibited.

C. No person shall make, possess, use, offer for sale or deliver any forged or falsely altered pass, permit, identification, access card or device, card, sign, and/or other authorization purporting to be issued by or on behalf of the airport.

D. The city shall not be responsible for loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision damage, insurrection, war, terrorism, or other acts beyond the city's control, nor shall the city be liable for injury to persons while on the airport.

E. Tenants and permittees shall indemnify, defend and hold harmless the city, its officials, representatives, officers, employees and agents from any and all claims, demands, losses or liabilities arising out of the acts or omissions of the tenant or permittee, their officers, employees, agents or contractors.

F. The paying of fees or the taking off or landing of aircraft at the airport shall constitute an agreement by any person or entity to comply with this chapter.

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G. Tenants and permittees shall maintain their leased areas free from all fire hazards and maintain the same in a condition of repair, cleanliness, and general maintenance in a manner satisfactory to the airport manager, and in accordance with their individual lease, license, or permit agreements. Failure to adhere to these provisions may be grounds for termination of the lease agreement in part or in whole by the city.

H. Use of the public area of any facility or area of the airport, including hangars, for overnight sleeping or other purposes in lieu of a hotel, motel, or other public accommodation is prohibited.

I. Any construction or alteration of an improvement, including 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.

J. No person shall be or become intoxicated, commit any disorderly, indecent, lewd or unlawful act, or commit any act of nuisance, or conduct or engage in illegal gambling on the airport.

K. Garbage, empty boxes, crates, rubbish, trash, paint, tires, batteries and other hazardous materials, 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 and shall be restricted to that trash generated on the airport and not transported from off-airport locations.

L. Persons entering the airport operating area, movement area or any nonpublic area of the airport are required to produce identification when asked to do so by the city.

M. No person shall willfully and knowingly permit any animal owned, possessed or harbored by him/her to enter the airport unless the animal is leashed or restricted in such manner as to be under control of that person for the safety of animals and persons.

N. No person, except those authorized by the airport manager, shall intentionally hunt, pursue, trap, catch, injure, or kill any bird or animal on the airport.

O. Any person electing to base aircraft on the airport shall register the aircraft with the airport manager or the FBO with which the aircraft is based. Change of ownership or removal of the aircraft from the airport shall not relieve the registered owner from payment of applicable fees

unless prior notice is given to the airport manager or the FBO, whichever is appropriate. (Ord. 1905 § 1, 2010)

### 11.08.140 Fire, storage and disposal regulations.

A. All persons, companies and agencies engaged in any activity at the airport, whether occupying airport-owned buildings or otherwise, shall comply with the provisions of the International Fire Code and all applicable state and federal fire protection laws and regulations.

B. No objects may be hung from or attached to fire sprinkler supply pipes.

C. Welding, torch-cutting, doping processes, spray-painting, or paint stripping shall be performed only in those facilities approved for such activities and in compliance with the International Fire Code and the airport's SWPPP.

D. All directives issued by the Livermore-Pleasanton fire department, the airport manager or other authorized official regarding the removal of fire hazards, arrangement and modification of equipment, or altering operating procedures considered unsafe from a fire prevention standpoint shall be complied with.

E. No fuels, oils, dopes, paints, solvents, acids or any other hazardous liquids shall be disposed of or dumped in drains, on ramp areas, catch basins or ditches or elsewhere on the airport, unless into containers clearly identified for the recycling of such liquids.

F. Oily rags or other materials soiled with petroleum-based products may only be stored in metal containers with self-closing, tight-fitting lids. The use and storage of all flammable materials (solid and liquids) shall be in compliance with regulatory measures including the International Fire Code and the airport's SWPPP.

G. Hangars, including floors, shall be kept clean and clear of the accumulation of oil, grease, flammable liquids, rags or other waste materials. Storage in the hangar should be neat and minimal with unobstructed fire or emergency access to the rear of the hangar at all times.

H. Extension cords may not be used in lieu of permanent wiring. Installation of additional wiring for lighting and equipment requires pre-approval by the airport manager and a building permit.

Installation must be code-compliant and inspected by the city building inspector with the building permit prominently displayed in the hangar.

I. Space heaters used in any hangar shall be Underwriters Laboratory or Factory Mutual listed for hazardous locations. Open flame (propane, kerosene, etc.) space heaters are prohibited.

J. No furniture, appliances, green waste or other residential waste typically not generated on the airport, nor any tires, batteries, paint or any other hazardous materials, shall be disposed of at the airport-provided waste container sites. (Ord. 1905 § 1, 2010)

#### **11.08.150 Hazardous materials handling.**

A. No individual or entity shall store, keep, handle, use, dispense, discharge, or transport on the airport any hazardous material in contravention of Chapter 16.04 LMC.

1. Approved storage of hazardous waste on the airport must be placed in suitable receptacles with self-closing covers that are properly secured.

2. Material safety data sheets (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.

3. 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.

4. Storage of hazardous materials in any quantity requires the presence of strategically placed spill kits to be used for the immediate containment of any spills. A spill kit will include sufficient absorbents and spill containment capable of damming or diking a spill.

B. The state of California, the fire department and the airport require immediate reporting of any hazardous spill in excess of 25 gallons (calling 911 is deemed sufficient notification). Hazardous spills that require reporting include, but are not limited to, jet fuel, gasoline, fuel oil, hydraulic oil, motor oil, turbine oil, alcohol, glycol and all similar chemicals that could be considered hazardous.

C. In the event a hazardous spill of any magnitude occurs, the responsible party of such spill shall take immediate action in the containment, cleanup, and remediation of such hazardous spill. The following procedures shall be implemented in managing a hazardous spill:

1. Determine the threat to the immediate public.

2. Contain the spill with an absorbent.

3. Block all stormwater drains that could be impacted by such a spill.

4. Apply the proper absorbent from strategically placed spill kits. All liquids and/or absorbents shall be disposed of or reused per applicable regulatory measures.

5. Make a record of the spill at the facility.

6. Notify the airport manager who may have additional requirements based on the nature and quantity of the spill.

D. Should the airport manager determine that during the course of an environmental incident the responsible party is not capable of, has not, or refuses to take the appropriate action in a timely manner to mitigate the adverse environmental incident (in the sole discretion of the airport manager), 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. (Ord. 1905 § 1, 2010)

#### **11.08.160 Special events.**

Special events shall not be held unless written approval is first obtained from the airport manager and pursuant to Chapter 12.45 LMC. 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. (Ord. 1905 § 1, 2010)

#### **11.08.170 Violations and enforcement.**

A. Any person who violates any provision of these rules and regulations, or any provision of an ordinance of the city pertaining to the use of the airport, shall be subject to all legal, equitable, statutory, and contractual rights and remedies available to the city, including termination of the lease and/or commercial aviation permit. Said person shall pay all costs in connection therewith, including attorney's fees.

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B. 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 airport manager that such person or entity has not complied with this chapter, any applicable regulatory measure, any directives issued by 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.

C. The city shall be responsible for enforcement of these rules and regulations. The airport manager is empowered to require compliance with and enforce these rules and regulations. (Ord. 1905 § 1, 2010)

### **11.08.180 Applicability of provisions.**

Operators currently providing activities without an agreement or a commercial aviation permit with the city will have six months from the date of adoption of this chapter and the minimum standards for commercial aeronautical activities to comply with the standards and requirements set forth therein. These minimum standards shall apply to any new agreement or any amendment to an existing agreement relating to the occupancy or use of airport land or improvements for general aviation aeronautical activities. Any failure to bring such activities into compliance with the provisions set forth herein shall be deemed to violate this chapter. (Ord. 1905 § 1, 2010)

### **11.08.190 Appeal process.**

A person found in violation of the rules and regulations contained in this chapter or any order or directive of the airport manager related thereto, including a 30-day notice of termination of tenancy, may appeal such finding, order or directive by submitting a written request for appeal to the airport commission. A three-day notice to pay rent, cure default or quit is final and not subject to appeal. The request for appeal must be submitted to the airport manager within 10 days of being duly notified of such violation. The request for appeal shall contain (A) a statement specifying the grounds for the appeal together with all material facts in support of the appeal, and (B) the signature of the appellant and a verification as to the truth of the matter stated in the appeal. The airport manager shall, as soon as practicable, but no longer than 30

days after receipt of the appeal, schedule a hearing on the appeal with the airport commission at the next regularly scheduled meeting. The appellant shall receive at least five days' notice of the hearing date, time and location. Upon conclusion of the hearing, the airport commission shall either uphold or deny the appeal and shall issue a written notice setting forth the reasons for the decision. The decision shall be served upon the appellant by the public works director within seven days of the hearing, and shall be final. (Ord. 1916 § 1(8), 2010; Ord. 1905 § 1, 2010)