



Agenda

CITY CLERK'S OFFICE

DATE 4/22/2014 TIME 4:49 AM

SERVED BY Anita Medina

RECEIVED BY C. Crivell

AIRPORT ADVISORY BOARD
Santa Fe Municipal Airport
Building 3002 (Just North of Terminal Building)
Thursday, May 1, 2014
4:00 PM

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of March 6, 2014 Minutes
5. From the Airport Manager
 - a. Month in Review
 - b. Terminal Expansion
 - c. Construction Projects
6. Discussion Items:
 - a. Update on Tie Down Agreements
7. Action Items:
 - a. Action Item – Discussion & Vote
 - i. AAB Mission Statement
 - ii. AAB Ethics Summary
 - b. Action Item – Discussion & Vote
 - i. AAB Chair's Letter to the Editor
8. Items from the Board
9. Public Comment:

***REMINDER: ALL PUBLIC COMMENTS BE LIMITED TO 5 MINUTES**
10. Items to be Discussed at the June 5, 2014 Airport Advisory Board Meeting
11. Adjourn

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6520, five (5) working days prior to meeting date.

AIRPORT ADVISORY BOARD
INDEX
MAY 1, 2014

Cover Page		Page 1
Call to Order and Roll Call	<p>The Airport Advisory Board meeting was convened by the Chair at 4:00 pm, Santa Fe Airport, Building 3002, Santa Fe, New Mexico. A quorum was declared by roll call.</p> <p>It was noted that Mr. Bob Talarczyk has resigned from the Board.</p>	Page 2
Approval of Agenda	<p>STAFF CHANGES: 7a – Information not back from City Attorney, defer to next regular scheduled meeting.</p> <p>7b – Draft letter removed from Action Items, move to 6b, Discussion Items.</p> <p><i>Mr. Padilla moved to approve the agenda as amended, second by Mr. Miller, motion carried by unanimous voice vote.</i></p>	Page 2-3
Approval of March 6, 2014 Minutes	<p>Page 5 – 2nd paragraph. Mr. Ortega stated that he did not make the comment as noted in the minutes.</p> <p>Page 5 – 5th paragraph, last sentence, plan should be plane.</p> <p><i>Mr. Miller moved to approve the approve the minutes of March 6, 2014 minutes as amended, second by Mr. Ortega, motion carried by unanimous voice vote.</i></p>	Page 3
From the Airport Manager	<i>Informational</i>	Page 3-5
Discussion and Vote		
Update on Tie Down Agreements		Page 6-10
Action Items	<i>Informational</i>	Page 10
Item a. Deferred to June 2014 meeting	<i>No action taken on Item #2, for</i>	
b. AAB Chair’s Letter to the		

Editor	<i>discussion only.</i>	
Items from the Board	<i>Informational</i>	Page 11
Public Comment	<i>Informational</i>	Page 11
Items to be discussed at the June 5, 2014 meeting	<i>Draft Letter for the New Mexican</i>	Page 12
Adjournment/Signature Sheet	<i>There being no further business to come before the Airport Advisory Board, the meeting was adjourned at 5:45 pm</i>	Page 12

AIRPORT ADVISORY BOARD
Santa Fe Municipal Airport
Building 3002 (Just North of Terminal Building)
Thursday, May 1, 2014
4:00 PM – 5:45 pm

MINUTES

1. Call to Order

The Chair, Carolyn Cook at the Santa Fe Municipal Airport, Building 3002, Santa Fe, NM called the meeting to order at 4:00 pm. A quorum was declared by roll call.

2. Roll Call

Present:

Carolyn Cook, Chair
Bob Talarczyk, Resigned
Chris Ortega
Ron Krohn
Troy Padilla
Mark Miller

Not Present:

Elizabeth Hunke

Others Present:

Kent Freier, Molzen Corbin
James Gill

Staff Present:

Francey Jesson, Airport Manager
Anita Medina, Executive Assistant
Justin Lowe, Airport Intern

Others Present:

Anna Serrano for Fran Lucero, Stenographer

3. Approval of Agenda

STAFF CHANGES: 7a – Information not back from City Attorney, defer to next regular scheduled meeting.

7b – Draft letter removed from Action Items, move to 6b, Discussion Items.

Mr. Padilla moved to approve the agenda as amended, second by Mr. Miller, motion carried by unanimous voice vote.

4. Approval of March 6, 2014 Minutes

Page 5 – 2nd paragraph. Mr. Ortega stated that he did not make the comment as noted in the minutes.

Page 5 – 5th paragraph, last sentence, ~~plan~~ should be plane.

Mr. Miller moved to approve the approve the minutes of March 6, 2014 minutes as amended, second by Mr. Ortega, motion carried by unanimous voice vote.

5. From the Airport Manager

a. Month in Review – Francey Jesson, Airport Manager

- Monthly air service update was included in the packet.
- Month in review – Total operations are 5,700 up by 105 operations from last year.
- Enplanement: American Eagle & United Express – Total passengers for the 1st quarter (April numbers not included), 28,000, this time last year we were under 21,000 in enplanements. Increase from last year at 7, 326 passengers, 35% increase over last year at this time.

Updates:

- We had the airport emergency practice on Saturday; 50 volunteers, 48 played plane crash victims and 2 were family members of the plane crash victims. There were 26 different Agencies that were either there that day or participating in some way to learn about the exercise. They were also able to couple with both Christus St. Vincent's and the Indian Hospital because they have to do exercises as well. We had our assimilated plane crash, our 48 victims and local emergency responders triage them and sent them to the hospital to test the hospitals intake of a huge amount of medical patients at the same time. There were a few snags, mostly related to planning snags. We also started to find the problems that you need to fix before the real event actually happens. Ms. Jesson said she has done a lot of these exercises through the years and mostly always the problems are in communications. They are all things that can be fixed and most of it is how the emergency responders communicate back to the 911 center and how they communication with the Hospital and the National Guard.

Ms. Medina noted that most of the Santa Fe Police Department participants were new cadets. This was new training for them also.

Chair – What is used for communication?

Ms. Jesson responded that the fire department and the police department use radios to communicate with the 911-dispatch center. The problem was that they don't always have the same frequency. The 911 did not have the Santa Fe Police Department frequency on the counsel.

The Chair asked if they showed interest in fixing it? The answer was yes. Ms. Jesson is collecting feedback and evaluation forms from those who participated and she will draft an action report. In a few weeks she will have an after action review meeting with all that participated, go over all the feedback and come up with a final action report which outlines the things that went well and the things we need to do better and come up with an Action Plan to correct those items.

- In February the Airport had their annual FAA inspection. A letter of correction was received for some items; there were some markings that were faded and some other items that need to be addressed administratively. Ms. Jesson said that the painters have been out painting almost every painted marking on the runway and taxiways for the entire airfield. Some on the markings hadn't been painted for 10 years.

Mr. Padilla asked if the stripes from 10 years ago were there new updates and mandates that they needed to have block wise, so they weren't done previously, right?

Ms. Jesson said yes and no, some of the markings out there were wrong, 1533 was painted incorrectly 10 years ago and in addition to it being painted incorrectly 10 years ago, we brought everything up to standard and corrected the mistake from 10 years ago. She is hopeful that they caught all markings that were incorrect to start with and all the markings that were faded particularly at night.

Mr. Padilla asked if they were all done. Ms. Jesson said that they are near to be completed. Painters should be done today or tomorrow.

Ms. Jesson reported that they are doing minor repairs on runway 220 and Taxiway Delta. Runway 220 will be blocked the time in between commercial flights tomorrow so those repairs can get done. Taxiway Delta will be closed as of May 1, 2014 until Saturday in the event that don't get the work done as fast as they want to get done. On 220 there is some asphalt that is aging.

Mr. Ortega asked if this was a result from the 139 Inspection?

Ms. Jesson said they were noted on the 139 Inspection but they needed to be done anyway and they are paid for with grant money.

Runway 10/28, need to get the approval on runway edge lights flood checked before they can be commissioned with the FAA. It is sitting on City Manager's desk for signature. This was also completed with grant money.

b. Terminal Expansion

\$890,000 was received from State CIP money to do a temporary expansion on the terminal building. Bonds will sell end of June. Once the bonds have sold we wait for the state to release the money to Airport. The airport manager said that they are looking at possible ways of fronting some of that money through some City CIP funds and then paying it back in order to get the projects done sooner. This is all at Public Works for review. A conservative timeline of being able to drop bids is September/October bids; we could look at close to end of year before we see anything happening. A 2-month lead would be very beneficial.

Mr. Miller asked if the \$890,000 sufficient to do the project?

Ms. Jesson confirmed that this should be enough. We are still looking to have a boarding area for 150 people capacity and a baggage claim area that is connected to that.

Mr. Padilla asked if there will be restrooms and Ms. Jesson said, yes.

Ms. Jesson went before the Public Works Council this week and they received a State Grant, it needs to go through the Finance Committee and the City Council. It is a state grant that gets them going on the master plan update. Ms. Jesson also has the federal grant application on her desk that she needs to get through the process. The state is a grant and the federal grant is an application for the grant. The state grant is available a little bit sooner than the feds. The last word received from the Program Manager, FAA is that they should be ready to start awarding the grants fairly quickly.

c. Construction Projects

The interim schedule for the airport landing fees and the fire protection fees got approved through City Council. The landing fees are now approved by City Council and aligned with our leases.

Runway 220 one-way lighting project, hoping to get that started up again, waiting for some things from the Contractors. This should not be delayed any longer now that winter is over. Taxi Foxtrot project is back up and running again.

6. Discussion Items:

a. Update on Tie Down Agreements

The airport manager reported that they have been working on the tie-down agreements and included some examples from other airports. A lot of different airports were contacted, some relative to our size some bigger and smaller. As an example they include airworthiness requirements in the tie down agreements. (Exhibit A).

Mr. Krohn stated that he did look at this document and stated that he has some objection to the use of the word "*airworthiness*" in the document. According to the FAA an AFP with Inspector authority or the pilot at landing can make the only determination of airworthiness. So if we have a lease agreement that requires airworthiness, who is going to make the determination on whether an aircraft at tie down spot is airworthy or not? I understand we are trying to get rid of the abandoned aircraft and decrepit pieces of equipment that are out there, but use of the word airworthiness implies that if the compass is inoperative the aircraft is not airworthy. We have this nebulous term in the document, which could subject an aircraft with a malfunctioning compass to be impounded by the airport. This language that was here that you gave to us, Watsonville, they talk about derelict and dilapidated aircraft. I think that is more in line with the intent of what we are trying to accomplish, not demanding that every aircraft on the tie down have an operative compass, etc. I would think we would want to amend that, plus, who is going to make a determination and who is qualified to make a determination before you ask the FBO to tow away some of these aircraft without the owners consent.

The airport manager asked; do you not have to have an airworthy certificate in your aircraft? If an airworthiness certificate has been issued by the FAA (two people talking at one time.) I also would take objection; there are still a lot of airports that have been down this road before for a long time. If it works at other airports, it is a little far reaching to say that the airport is going to impound an aircraft. I will explain why this has come about. Airports have a federal obligation to make sure that airports are for aviation use and that we do not unfairly discriminate against anybody who wants to use the airport. The history is, we don't have a waiting list at this airport, and some airports do. If I can't get on to an airport because there is a waiting list and there are people who are taking up spots with non-airworthy aircraft, than I have a right to try to get on to that airport. It also comes from insuring that we make sure that anybody who had the ability to put an airworthy aircraft on the airport, that they do have that. This is an industry standard, it is used all over the country, and they don't seem to have the

problem with it. I don't see what the issue is with saying that you have to have airworthy aircraft.

Mr. Ortega said that every aircraft is issued a certificate, but the minute it is out of airworthiness is when an AFP doesn't sign off on an inspection. We need to be careful about calling an aircraft airworthy vs. having an airworthy certificate. I took like the Watsonville Airport statement, for that same reason I sent an email to Ms. Jesson providing feedback. Are we not using the FAA's part 91 Airworthy standards? My reasoning is that as long as the aircraft is on all its wheels and they are not flat, as long as the aircraft can be started and taxi and moved, it should be allowed to stay on the ramp. Someone else at the March meeting said, even though an aircraft like right now whose landing gear is collapsed, it still supposedly is paying \$30-\$40 a month as revenue to the airport. I think having a dilapidated or derelict aircraft as a standard kills two birds with one stone.

The airport manager said that there is also airports have a time limit for how long aircraft can be out of airworthiness or how long it can be. From a management standpoint I understand all your points, but from a management standpoint there has to be a way that we make sure that the airport is used for people who are flying aircraft. It is not just airport worthiness; we have a hangar right now that is empty, man doesn't have an airplane anymore and there are people who would very much like to have that space. But because we have nothing that says that if you have a hangar or a long term lease you have to have an airplane, that space is being tied up and we have someone who would like to take that space and it can't be given to them. The airport manager asked the board and reiterated that she understood their points; "if you tie my hands behind my back, then when someone has a real desire to be on the airport where there is not a tie down spot I can follow whether it is in a hangar and I don't have the ability to let that person in, we are violating our federal grant assurances to grant access to anybody who wants access." It is very important that you give the airport the opportunity to grant access to anybody who wants access who wants to fly a plane. That is what these are about.

Mr. Ortega asked the Chair, do you think the Watsonville example is inconsistent with FAA direction?

The airport manager said she knows about the Watsonville Airport, it is a very small general aviation airport and they probably do not even get federal funding. If they do, they don't get more than \$10,000 a year. They may not even be subject to the same grant requirements that the Santa Fe Airport is.

The Chair asked, who is going to say they are derelict or dilapidated.

The Airport Manager said if we had rules and regulations that define the definition of derelict aircraft than that transfers in to the lease. Ms. Jesson asked the Board members to look at this from a holistic standpoint not only what they are reading in the example. We need rules and regulations that have a set boundary with the city ordinance that define what derelict aircraft is, that defines what is an airworthy aircraft, and the term of the airworthy certificate that has to be current. We define that, that is what the rules and regulations do, they create the definition and then those definitions are carried in to the lease agreement and the tie down agreement and then we have some sense of order. None of these things should be arbitrary based on one person saying; I think that plane is derelict. That is not the intention here. This is a stepping point to get us where we need to be, we can define the definition of airworthy and the definition of derelict in the lease agreement or the tie down agreement upfront, but there needs to be something that insures that the airport is able to have access to aviation users.

The Chair reiterated to the board that there are no rules and regulations; this is the first step in trying to do something that we need to do right of way. The Chair asked if once we have rules and regulations could this be amended?

The airport manager said if there existed rules and regulations that defined what a derelict or dilapidated aircraft or non-worthy aircraft is, then the definition would not need to be in the tie down agreement. Without those rules and regulations they have to be defined in the tie down agreement.

Mr. Krohn asked, in terms of the rules and regulations could they be referred to in the document even though they don't exist right now and when they are in active, so we don't need to list those definitions here, now and then amend this document later. In terms of the tie downs, it came out in the last meeting that we have over 200 tie downs on the airport but we only have 30 monthlies; we have 15% occupancy rate. We are not pressed for space; your example of the hangar is very different than tie downs, so we can't use that as a comparison. We are looking at a document that is going to give aircraft owners a parking permit on the ramp. We have lots of room to accommodate anybody who wants to come in and part their airplane and we want to encourage them to do that.

The Chair stated, "Do we want to encourage people to leave their old airplanes around?"

Mr. Krohn corrected that he did not say that.

The Airport Manager clarified; we could legally be able to refer an agreement to a document that doesn't exist yet. She stated that she cannot refer to rules and regulations to a document that doesn't exist and she would not do that. Secondly, if she refers to a document that doesn't exist, how do you enforce it? You can't refer to a document that doesn't exist. The airport manager also said that they are getting ready to go in to a master plan and it is unknown what the layout is going to be in 5-years.

Mr. Kohn said that his objection to the term airworthiness because it is specifically defined by the FAA. Maybe what we are really talking about an aircrafts operation.

Mr. Padilla addressed the conversation on airworthy aircraft or airworthiness certificate; the FAA issues an airworthiness certificate to prove that the airplane meets the type design. If we are talking about airworthiness, I will have to agree with Mr. Krohn, the airplane can only be deemed airworthy by a certified APIA. The term used, is it operational is a good term. We all recognize that we don't have rules and regulations here and that we would use this format to start those rules and regulations and so when we are talking about these terms I believe these terms are important; this is the foundation of our rules and regulations. We should agree on the terms, I think operational is a good term, but I don't think we should go down on airworthiness or an airworthiness certificate issued by the FAA or the APIA. Derelict might not be a term that we utilize. We need to have regulations that are well described.

The Airport Manager said that today's discussion evolved over excerpts and examples, she can guarantee that all airports either had some of these definitions in their tie down documents or the rules and regulations. It could be operational, it would be airworthy certificate, and it could be whatever they defined it at. We all agree that we want to make sure planes that are actually flying use the airport and we have to come to a legal description of what the city of Santa Fe Municipal Airport defines as airworthy.

Mr. Krohn restated that Mr. Padilla had pointed out that an aircraft could have an airworthiness certificate but not even be operational. Mr. Padilla confirmed that is correct. Mr. Krohn asked why would we want to use that term.

The Chair accepted all suggestions and said that her support is for the Airport Manager to manage this.

Mr. Ortega asked if next month agenda item would be to define operational standards for that.

Ms. Jesson said that she can certainly research some definitions; she has other airport rules and regulations and how they define things and she will bring examples back to the board on how they define airworthy operational aircraft on an airport.

Mr. Padilla asked Ms. Jesson to bring forward a document that the board could review. Ms. Jesson said it could not be done by June; follow up will be done in July, 2014.

Mr. Ortega comments that outside of the lengthy discussion on the definition of airworthiness aircraft, the draft of the Tiedown Agreement is good.

7. Action Items – Deferred (7A) to next month meeting.

a. Action Item – Discussion and Vote

AAB Mission Statement – not back from City Attorney.

AAB Ethics Summary

b. Action Item – Discussion and Vote (*No action, discussion only*)

AAB Chair's Letter to the Editor – Draft was distributed to the board, not presented to the stenographer for the record.

The Chair reported that she was at the Santa Fe Convention Center and she asked many people if they knew who was flying in and out of Santa Fe and if they could project how many people fly out. The response was anywhere from 20 to 40. The Chair informed them of the total of 137,000 that flew in or out of Santa Fe in 2013 through commercial flights. There is a need to educate people and her hope is to do this thru an article in the New Mexican. The Chair asked for feedback from the board members on the wording, which is limited to 600 words.

Mr. Krohn asked if the number used includes private planes and the response was, no.

Ms. Jesson recommended to not include anything on noise pollution.

Mr. Krohn said it should be mentioned that there is also a restaurant at the airport.

Ms. Jesson said that there are 138 jobs directly supported at the airport.

The Chair asked that any other statistics or comments be sent to her by e-mail. Once the comments are provided to the Chair she will create the letter and would like it placed on next month agenda.

8. Items from the Board

Ms. Jesson said that she has a list of individuals who have showed interest to serve on the board. All candidates have aviation background. She will submit the names to the Mayor for his selection.

The Chair would like for a thank you to go out to Mr. Talarczyk for all of his unlimited dedication. The Chair shared some words of thanks and would like to present him with a plaque to recognize his contributions. The board members were all in agreement and the Chair will proceed.

The Chair said that she has been approached for distribution or placement of brochures and maps. The airport manager asked that they contact her directly to coordinate these types of request.

Ms. Medina said that she would work with the Arts Commission so they can come pick up their sculptures, which will open up more space for the airport office use.

9. Public Comments

Airport News will be e-mailed to the Board Members.

Compliments from the Aviation Association to the airport staff for a wonderful emergency procedure. It was incredibly well planned and executed.

The Aviation Association would like to add comments for the tie down agreement. They would like to see a communal area for resident aircraft for multi engine – single engine, perhaps with the owners providing their own ropes. That being said, the agreement should provide that the airport manager has the discretion to move those aircraft as necessary for an event on the airport, maintenance or other reasons like that and that be an issue decided by the airport manager. Also, derelict aircraft should be moved to some far corner of the airport.

There was an inquiry on the financial agreement with the Police Officer living on the grounds of the airport. As an administrative matter, Ms. Jesson will discuss this with the individual who inquired. Discussion included questions on security service provided by the officer, is there a lease signed for his mobile home and the violation of FAA requirements. The Airport is now in the city limits and public safety concerns can now be addressed through the Santa Fe Police Department. This agreement needs to be coordinated by the Land Use Department and the City Attorney will need to get involved in this matter.

10. Items to be Discussed at June 5, 2014 Airport Advisory Board Meeting

Letter for the New Mexican

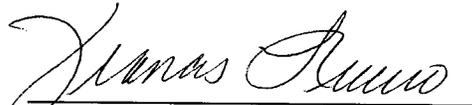
11. Adjourn

There being no further business to come before the Santa Fe Airport Advisory Board, the Chair called for adjournment at 6:10 pm.

Signature Sheet:



Carolyn Cook, Chair



Frances Lucero, Stenographer

Airport tie-down agreement Airworthiness Statements

A simple Google search of “airworthy + tie down agreement” yielded multiple results of airport tie-down agreements that contain aircraft airworthiness requirements. Below are some, copied and pasted, examples of the airworthy requirement language/statements seen in the tie down agreements.

City of Renton Airport – Renton, Washington

Use the Tie-down area only to store the aircraft listed above which is owned or leased by Tenant. Aircraft must be airworthy, and if temporarily undergoing repairs, tenant must provide the Airport Manager with a schedule showing when repairs will be performed. Whenever an aircraft is temporarily undergoing repairs, a red tag must be affixed to the aircraft stating the date repairs started, the date repairs will be completed, the date the repair schedule was furnished to the Airport Manager, and the name and phone number of the Tenant. If Tenant fails to adhere to an agreed upon repair schedule, or place and maintain the required red tag on the aircraft, the City of Renton may terminate this Agreement upon five (5) days written notice.

Craig – Moffat County Airport – Craig, Colorado

Abandoned or unairworthy aircraft shall not be permitted at the Airport. All aircraft stored on aircraft tie downs shall be maintained in airworthy condition. According to the FAA, the registered owner or the operator of an airplane is responsible for maintaining his/her airplane in an airworthy condition, including compliance with all applicable airworthiness directives (ADs), assuring that the maintenance is properly recorded and keeping abreast of current regulations concerning the operation and maintenance of his/her airplane. No aircraft can be parked under this Tie Down Policy for more than three (3) months without bringing the aircraft into airworthy condition, including a valid annual inspection. If the aircraft is not brought into airworthy condition within 3 months, the County/City may impound the aircraft.

Any aircraft parked or stored at the Craig-Moffat County Airport for longer than three (3) months without a valid annual inspection or otherwise parked in unairworthy condition will be deemed abandoned or unairworthy aircraft and subject to impoundment as illegally parked aircraft.

John Wayne (Orange County) – Santa Ana, California

LICENSEE’s aircraft must be in compliance with FAR Part 91 maintenance requirements to include annual, conditional or progressive inspections and LICENSEE’s aircraft airworthiness must be verified on an annual basis in the form of an Airworthiness Certificate.

Exhibit A

LICENSEE shall not store, keep or maintain aircraft not in compliance with an Airworthiness Certificate for a period greater than one hundred and eighty (180) consecutive days unless the owner demonstrates to COUNTY's satisfaction, that the owner is actively engaged in an effort to bring such aircraft into airworthy condition, and obtains the express written consent of Airport Director or designee to continue storage of such aircraft for an additional specified period of time in order to bring the aircraft into airworthy condition. COUNTY may upon written notice and after 180 days tow away, remove, or store any aircraft or components thereof not complying with these requirements, at the owner's sole cost and expense.

Juneau International Airport – Juneau, Alaska

The Tie Down may be used for the storage or parking of the Authorized Aircraft, as long as the Authorized Aircraft remains airworthy, or is made airworthy in a timely manner, as determined by the Airport Manager.

Los Alamos – Los Alamos, New Mexico

Licensee agrees that the use of the premises shall be limited to the Tie-Down of one specific airworthy aircraft (as specified or as may be replaced as provided in this License, the "aircraft") in accordance with the terms and conditions of this License and for related purposes specifically allowed by the Airport Rules and Regulations, and for no other purpose, including without limitation any business purpose. In the event the aircraft is in need of repair and is temporarily not airworthy, Licensee may use the premises for Tie-Down of the aircraft in a non-airworthy condition for a period not to exceed ninety (90) days. The aircraft must be removed from the premises on or before the expiration of the 90th day unless the Airport Manager has given written approval for good cause stated by Licensee for a specified additional period. If the aircraft is not removed on or before the expiration of the 90th day or such other period as has been authorized in writing by the Airport Manager as provided herein, the Airport Manager may immediately terminate this License for cause. Further, County may, at Licensee's sole cost and expense, have the aircraft removed and stored elsewhere without cost or liability of any kind to County. In such event, Licensee shall immediately pay County the cost of such removal and storage.

Metropolitan Oakland International Airport – Oakland, California

I represent and warrant to Port that the aircraft described above has a current certificate of airworthiness issued by the Federal Aviation Administration, and that a copy of such certificate and the log book entries of a current and passed annual inspection or progressive maintenance system were proved to Port prior to my execution of this agreement. I agree that any aircraft in the Assigned Space shall be maintained in airworthy condition and in compliance with all applicable Laws.

Port of Shelton, Sanderson Field – Shelton, Washington

Maintain the aircraft in an airworthy condition. Any aircraft left in an un-airworthy status for more than a period of six months shall be considered abandoned and may be administered according to RCW 14.08.122.

Rhode Island Airport Corporation – TF Green (KPVD), Block Island (KBID), Quonset (KOQU), Newport (KUUU), North Central (KSFZ), and Westerly (KWST)

Aircraft must be airworthy; if the aircraft is non-airworthy, upon request Tenant must provide the Airport Manager with a schedule showing when the aircraft will return to airworthy status. RIAC reserves the right to terminate this agreement if non-airworthy status extends beyond three (3) months and there is a waiting list for tie-down tenancy.

Santa Barbara – Santa Barbara, California

The Permitted Aircraft must maintain an airworthy status. The owner of such Permitted Aircraft must produce, at any time, upon the request of the Airport Director, current records documenting successful completion of a required annual airworthiness condition inspection conducted by an inspector certified by the FAA. Licensee must produce the required documentation within thirty (30) days of the date that the Airport Director requests such demonstration.

Storage at a City Tie-Down of an Aircraft that does not comply with the airworthy standard, or Licensee's failure to submit appropriate documentation when requested by the Airport Director may, in the sole discretion of the Airport Director, result in termination of the Tie-Down License.

Aircraft that are not airworthy shall be removed from the Tie-Down area within forty-eight (48) hours of the date of written notification by the Airport Director that the Aircraft must be removed. An Aircraft not timely removed from the City Tie-Down Area may be removed by the Airport Director and moved to any other place on the Airport without liability for damage to the Aircraft or other property that may result from such removal. All cost and expense of moving the Aircraft shall be paid by the Aircraft owner. Once moved to another location on the Airport, the Aircraft owner shall remove the Aircraft from the Airport within three (3) days of its removal from the City Tie-Down area. If, after such time, the Aircraft is not removed from the Airport, the Airport Director may commence lien sale proceedings as provided by law.

Watsonville Municipal Airport – Watsonville, California

Article VI. Derelict and Dilapidated Aircraft

Aircraft determined to be derelict, abandoned, dilapidated and not in operable conditions are permitted on the airport for a limited time. Derelict and dilapidated aircraft may be ordered removed from anywhere on the Airport upon being given certified mail notice by the Airport Manager.

Section 6. Hangar Storage, Unairworthy Aircraft and Aircraft under construction. A.

Aircraft not meeting the criteria for airworthiness shall be considered un-airworthy, and the Permittee's monthly hangar/tie-down rent shall be adjusted to the non-airworthy rate, which is a multiple of the regular airworthy rental as noted below:

Year(s) Unairworthy Rent Multiple

First year 1.5

Second year 2.0

Third year 2.5

Fourth year and beyond 3.0

B. No reduction in rent shall be considered until such time as the hangar Permittee's provides the required information to determine the aircraft is airworthy.

C. No rebate or reductions in rent will be given for fractions of months or for those months when the information was not provided.

D. Hangar Permittee's who are in the process of building, constructing or fabricating an aircraft shall be required to show documented progress proof that they:

1. Own the aircraft assembly or sub assembly
2. Are in possession of major components
3. Have made progress towards completion to satisfaction of Airport Manager

E. Permittee's with un-airworthy aircraft or aircraft under construction are not required to provide insurance coverage for "flight" or "passengers". All other insurance requirements are required.

F. Hangar Permittee's who are actively working towards bringing their aircraft into an airworthy condition may request an extension of the regular airworthy aircraft hangar rate for up to six (6) months by submitting a completed "***Request for Six-Month Extension of Airworthy Aircraft Hangar Rate for Un-Airworthy Aircraft***". Request will be granted provided the hangar Permittee demonstrates significant progress, to the satisfaction of the Airport Manager, in bringing their un-airworthy aircraft into an airworthy condition.

G. Hangar Permittee's also may request a special extension of the regular airworthy aircraft hangar rate by submitting a completed "***Special Request for Extension of Airworthy Aircraft Hangar Rate for Un-Airworthy Aircraft***" from the Airport Manager. An extension will be granted only in cases where the hangar Permittee can document that he/she has made every effort to complete the annual inspection, and that its completion, at no fault of their own, is delayed due to circumstances outside their control such as an FAA Airworthiness Directive, back order of parts, etc.

CITY OF SANTA FE
SANTA FE MUNICIPAL AIRPORT
AIRPLANE TIEDOWN AGREEMENT

The City of Santa Fe ("LESSOR") and _____
(LESSEE") hereby agree as follows:

1. LESSEE shall:

A. Pay LESSOR the rate of \$40.00 per month as rental fees for tie down space located at the Santa Fe Municipal Airport.

B. Use the space to park only the aircraft described below which is owned by LESSEE.

Number of Engines: Single Twin

Make/Model of Aircraft: _____

Registration Number: N _____

C. Not use the assigned tie down area for any aircraft mechanical work such as engine work, painting etc.

D. Keep the assigned area free of trash, refuse and debris.

E. Obey all laws, rules and regulations relating to the use of the airport as promulgated by the Airport Managers office.

F. Agree to defend, indemnify, hold harmless, release and forever discharge the City of Santa Fe, its employees, past and present charged or chargeable with responsibility of, or liability from, costs, expenses, services, demands, claims, actions, and causes of actions, including worker's compensation claims, arising in connection with, or incidental to terms of this agreement. The undersigned knowingly and voluntarily and willing does make this election to release the City of Santa Fe from liability under the terms as set forth above.

2. LESSOR shall:

A. Provide LESSEE with a right of access to the area, however LESSEE will abide by and accept the prescribed route of access as directed by Airport Management.

B. Reserve the right to enter upon the premises for inspection and repairs as necessary.

3. Should LESSEE default or break a provision herein contained, LESSOR shall have the right without notice or demand to re-enter and resume possession of the leased area and to remove LESSEE and his property therefrom without being guilty of any manner of trespass or conversion and without prejudice to any other remedies which might be used by LESSOR for possession or arrears in rent.

M. H. L. A. 7.

4. Rent shall be due on or before the 25th of each month following the billing. Rents that are overdue by 30 days or more will be considered to have placed LESSEE in default of this agreement. LESSOR shall have a lien as security for the prompt payment of rent upon all personal property which is or may be stored in the leased area. All exemptions of said property being hereby waived and upon LESSEE'S default, LESSOR shall be entitles to take and retain possession of such property until back rent is paid or until legal action for collection is taken by LESSOR.

Dated this 30th day of October 2002

City of Santa Fe:

By: _____

TITLE

I have read and understand the stated rental conditions and agree to the provisions contained herein. I will notify the Airport Managers office of any changes in the address or aircraft ownership.

By: _____

Home Address

Home and Business Telephone Numbers