

## Title 19

# AIRPORT RULES AND REGULATIONS<sup>1</sup>

Chapters:

### Chapter 19.02 AIRPORT RULES AND REGULATIONS

Sections:

#### 19.020.010 Enactment.

The following rules and regulations were adopted pursuant to the Authority expressly invested under Nevada Revised Statutes Chapter 496, the Municipal Airports Act.

( Ord. No. 2008-36, § I, 12-4-2008 )

#### 19.02.020 Text of rules and regulations

**"CARSON CITY  
RULES AND REGULATIONS FOR THE MANAGEMENT, GOVERNMENT AND USE OF THE CARSON CITY AIRPORT,  
CARSON CITY, NEVADA EFFECTIVE AS OF DECEMBER 8, 2008**

The Carson City Airport Authority at its regular meeting August 20, 2008, pursuant to the Authority expressly invested in said Authority under NRS Chapter 496, the Municipal Airports Act, upon motion made and duly seconded and unanimously carried, adopted the following rules and regulations for the management, government and use of the Carson City Airport, Carson City, Nevada effective from and after December 9, 2008.

#### TABLE OF CONTENTS

#### CHAPTER I GENERAL PROVISIONS

Section 19.02.020.010	Definitions
Section 19.02.020.020	Airport Manager
Section 19.02.020.030	Rules and Regulations
Section 19.02.020.040	Special Events
Section 19.02.020.050	Public Use
Section 19.02.020.060	Common Use Areas
Section 19.02.020.070	Vehicular Traffic
Section 19.02.020.080	Pedestrians, Animals and Pets
Section 19.02.020.090	Advertising

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<sup>1</sup>Editor's note(s)—Ord. No. 2008-36, § I, adopted December 4, 2008 Editor's note(s)—, amended Title 19Editor's note(s)—, in its entirety, to read as herein set out. Prior to inclusion of said ordinance, Title 19Editor's note(s)— pertained to similar subject matter. See also the Code Comparative Table and Disposition List.

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Section 19.02.020.100  
Section 19.02.020.110

Acceptance of Rules by Use  
Operators to Keep Rules Available

**CHAPTER II**  
**AIRCRAFT OPERATION**  
**AND AIRPORT TRAFFIC**

Section 19.02.020.200  
Section 19.02.020.210  
Section 19.02.020.220  
Section 19.02.020.230  
Section 19.02.020.240  
Section 19.02.020.250

General  
Ground Rules  
Taxiing  
Traffic Rules  
Landings  
Fire Regulations

**CHAPTER III**  
**AIRPORT OPERATORS, LEASES,**  
**AND CONCESSIONS**

Section 19.02.020.300  
Section 19.02.020.310  
Section 19.02.020.315  
Section 19.02.020.320  
Section 19.02.020.325  
Section 19.02.020.330  
Section 19.02.020.335  
Section 19.02.020.340  
Section 19.02.020.345  
Section 19.02.020.350  
Section 19.02.020.355  
  
Section 19.02.020.365  
Section 19.02.020.370

Business Activities  
Application  
Action on Application  
Supporting Documents  
Airport License and Leases Non-Transferable  
Tie-Down Rates  
Refuse  
Approval of Construction  
Operation Area  
Fixed Base Operators  
Waiver of Chapter III, Provisions Page Section  
19.02.020.360 Business Name  
Damage Repair by Airport Authority  
Aircraft Storage Hangar Use

**CHAPTER IV**  
**PENALTIES**

Section 19.02.020.400  
Section 19.02.020.410  
Section 19.02.020.420  
Section 19.02.020.430  
Section 19.02.020.440  
Section 19.02.020.450

Removal  
Vehicle Offense  
Penalties  
Late Payments  
Damage to Property  
Trespass

**CHAPTER V**  
**PROCEDURE AND POSTING OF RULES**

Section 19.02.020.500  
Section 19.02.020.510  
Section 19.02.020.520

Procedure  
Reimbursement  
Posting of Rules

**CHAPTER VI**  
**GOVERNMENT AGREEMENTS**

Section 19.02.020.600  
Section 19.02.020.610

National Emergency Use  
Governmental Assurances

**CHAPTER VII**  
**AIRPORT MASTER PLAN**

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Section 19.02.020.700

Master Plan

**CHAPTER VIII  
TITLE**

Section 19.02.020.700

Title of Rules

**CARSON CITY AIRPORT TRAFFIC  
PATTERN CHART**

**"CHAPTER I  
GENERAL PROVISIONS**

**19.02.020.010 DEFINITIONS.**

As used in these Rules and Regulations, unless the text otherwise requires:

1. Aeronautical Activity - Any activity conducted on the airport pertaining to the operation of aircraft or the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, pilot training, aircraft renting, sightseeing, aerial photography, aerial surveying, air carrier operations, ultra light operations, aircraft sales and service, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, and aircraft storage.
2. Aeronautical Service - Any service pertaining to the operation of aircraft or the safety of aircraft operations commonly conducted on the airport.
3. Airport - Carson City (KCXP) Airport Facility, owned by the City and County of Carson City and operated by the Carson City Airport Authority, including all improvements and equipment existing or to be developed.
4. Airport Manager - The person appointed by the Airport Authority to work in this capacity.
5. Airport Authority or Authority - The Airport Authority of Carson City as established and defined in NRS 844.
6. Commercial Activity - Includes all types of vocations, occupations, professions, enterprises, establishments, and all other types of activities and matters, together with all devices, machines, vehicles, and equipment used therein, any of which are conducted, used, or carried on for the purpose of earning compensation, in whole or in part, a profit or livelihood, whether or not a profit or livelihood actually is earned thereby. Business, professions, and trades shall include, without being limited thereto, trades and occupations of all and every type of calling carried on within the airport boundaries: salesmen, brokers, retailers, wholesalers, vendors, suppliers, peddlers, professions and any other type of endeavor within the airport boundaries for the purpose of earning a livelihood or profit in whole or in part whether paid for in money, goods, labor, or otherwise, and whether or not the business, profession or trade has a fixed place of business on the airport.
7. County - Carson City, Nevada.
8. FAA - The Federal Aviation Administration.
9. Fixed Base Operator (FBO) - Any person or any legal entity, duly licensed and authorized in writing by the Airport Authority to provide specific aeronautical services at the Airport.
10. Flying Club - A nonprofit organization established to enable and promote flying amongst its collective membership, and develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.
11. Fuel - Aviation fuels and petroleum products.
12. Large Aircraft - An aircraft of twelve thousand five hundred (12,500) pounds or more maximum certified takeoff weight.

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(Supp. No. 56, 2-21)

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13. Person - Any individual, firm, partnership, corporation, company, association, joint-stock association or body politic, and includes any trustee, receiver, assignee or other similar representative thereof.
  14. Small Aircraft - An aircraft less than twelve thousand five hundred (12,500) pounds maximum certified take-off weight.
  15. Unicom - A non-governmental communication facility which provides airport advisory information.

#### **19.02.020.020 AIRPORT MANAGER.**

The person appointed as such by the Airport Authority shall be the Airport Manager. The Airport Manager shall at all times have authority to take such action as may be necessary for the handling, policing, protection and safeguarding the public while present at the Airport and to regulate vehicular traffic on the Airport. The Airport Manager may suspend or restrict any or all operations without regard to weather conditions whenever such action is deemed necessary in the interests of safety, subject to review of such action by the Airport Authority. In the event the Airport Manager is not available, the chain of command for addressing issues of immediate need shall be:

- 1) Chairman of the Airport Authority;
- 2) Vice-Chairman of the Airport Authority;
- 3) Secretary/Treasurer of the Airport Authority;
- 4) Any active Airport Authority Member.

#### **19.02.020.030. RULES AND REGULATIONS.**

All aeronautical activities and commercial activities at the Airport, all operation and flying of air-craft at the Airport and all business and other activities on the Airport shall be conducted in conformity with these rules and regulations, and all amendments, supplements, changes and additions hereto which may hereafter be adopted by the Airport Authority, and further in conformity with the Carson City Municipal Code and all pertinent rules, regulations, orders and rulings of the FAA, and the Nevada Revised Statutes, Chapters 108, 493 and 495 of the State of Nevada Aeronautics Law, which are made a part of these rules by this reference. Provided, however, nothing herein contained shall affect or impair any existing agreements. In the event of any conflict between these rules and regulations and any law, rule, regulation or order of the FAA or other governmental agency exercising the same or similar jurisdiction, the latter shall prevail. All other chapters of the Carson City Municipal Code which are not in conflict with this chapter apply at the airport and are enforceable by the department, agency or official of Carson City government usually responsible for the enforcement of such provisions.

#### **19.02.020.040 SPECIAL EVENTS.**

Special events such as air shows, air races, fly-ins, sky diving and all events requiring the general use of the Airport, other than normal or routine airport traffic, shall be held only upon the prior approval of the Airport Manager or Airport Authority subject to all applicable FAA regulations and on such dates, in such areas and upon such terms and conditions as shall be specified by the Airport Authority. The sponsor shall also be responsible for obtaining all necessary city permits.

1. An airport use fee and cleaning deposit will be determined by the Airport Manager for the requested event.
2. The permittee must hold harmless and name as additionally insured by endorsement the Airport Authority and City of Carson City and deposit with the Airport Authority policies or evidence of insurance in the amount of \$2 million or as directed by the Airport Manager.

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### **19.02.020.050 PUBLIC USE.**

The Airport shall be open for public use at all hours of the day, subject to regulation or restriction due to weather, the conditions of the landing area, the presentation of special events and like causes, as may be determined by the Airport Manager or Airport Authority and revocation of the right to use for violation of these rules and regulations as herein provided.

### **19.02.020.060 COMMON USE AREAS.**

All runways for landing and take-off; all runway, marker, guidance, signal and beacon lights used to guide operating aircraft; all apparatus or equipment for disseminating weather and wind information, for signaling, for radio-directional finding, or for radio or other electrical communication, and any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and take-off of aircraft; and together with such aprons, ramps, turnoffs, tie-down areas, taxi-ways and other areas of the Airport as the Airport Authority shall specify or designate as common use areas shall be considered common use areas available for use by all persons flying or operating aircraft on the Airport and shall be kept clear and available for aircraft traffic. No fixed base operator or other person shall use any common use areas for the parking or storing of aircraft, the repair, servicing or fueling of aircraft or for any other purpose other than the flying and operation of aircraft without the prior consent or authorization of the Airport Manager or Airport Authority. Common use areas are subject to change.

### **19.02.020.070 VEHICULAR TRAFFIC.**

The traffic laws of Carson City and the Airport Driving Rules and Regulations shall apply to the vehicle access areas on the Airport. The Airport Manager, through the Sheriff's Office, will enforce the traffic laws on the airport. Except for fire fighting equipment, ambulances and emergency vehicles, no person shall take or drive any vehicle on the Airport, other than on designated access areas and automobile parking facilities as established by the Airport Authority, unless permission has been first obtained from the Airport Manager. The Airport Authority shall have the authority to modify the Airport Driving Rules and Regulations as necessary. The Airport Authority may institute a gate card control on vehicle access to the airport with fees to cover the costs of operation.

### **19.02.020.080 PEDESTRIANS, ANIMALS AND PETS.**

Pedestrians may not enter any taxiway, runway, obstacle free zone, runway protection zone, restricted area or area closed to the public, except as authorized by the Airport Manager or Airport Authority or where designated by the Authority as an accessway to hangar areas. Aircraft have the right-of-way over all pedestrians and pedestrian activities. Any animal brought into airport property must be on a leash, in a cage, or otherwise under the direct control of a responsible party. Any children brought onto the airport property must be supervised by a responsible adult.

### **19.02.020.090 ADVERTISING.**

No signs or other advertising shall be placed or constructed upon the Airport, or any building or structure or improvement thereon without the prior approval of the Airport Authority. No signs or advertising shall be permitted if in the Airport Manager or Airport Authority's opinion it concerns an illegal activity, is misleading, is unnecessary or in any way creates a safety hazard. In addition, where the Authority has a substantial interest, the Authority may narrowly limit the advertising in a manner that directly advances Airport interests. All signs shall comply with the City requirements on signage and shall obtain, within thirty (30) days of Airport Authority approval, Carson City's approval of signs.

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### **19.02.020.100 ACCEPTANCE OF RULES BY USE.**

The use of the Airport or any of its facilities in any manner shall constitute an assumption by the user of these rules and regulations and shall create an obligation on the part of the user to abide by and obey these rules and regulations.

### **19.02.020.110 AVAILABILITY OF RULES.**

A current copy of Title 19 shall be available at the Airport Manager's office, Airport website and all Class 1 FBO offices.

## **CHAPTER II AIRCRAFT OPERATION AND AIRPORT TRAFFIC**

### **19.02.020.200 GENERAL.**

1. Every person operating an aircraft shall comply with and operate such aircraft in conformity with these rules and regulations, and all pertinent rules, regulations, orders and rulings of the FAA and Department of Homeland Security.
2. So long as the Airport is an uncontrolled airport, all pilots of arriving and departing aircraft having radio equipment permitting two-way communications should monitor the AWOS frequency (119.925) to obtain current weather information and airport advisories, monitor UNICOM (123.00) for traffic advisories and broadcast position reports upon entering the airport traffic area.
3. A traffic pattern chart may be posted on the Airport webpage, [www.flycarsoncity.com](http://www.flycarsoncity.com), to provide additional information to pilots.
4. The taxiing, traffic and landing rules of this chapter may be deviated from upon the authorization of a control tower when established on the Airport.
5. In the event any aircraft is wrecked or damaged to the extent that it cannot be moved under its own power, the Airport Manager shall be immediately notified. Subject to governmental investigations and inspections of the wreckage, the owner or pilot of the wrecked or damaged aircraft, or the owner's agent or legal representative shall, as soon as reasonably possible, obtain the necessary permission for removal of the aircraft and thereupon shall promptly remove such aircraft from all landing areas, taxiways, ramps, tie-down areas, and all other traffic areas and placed or stored where designated by the Airport Manager. No such wrecked or damaged aircraft shall be permitted to remain exposed to the general public of the Airport. In the event the owner of the aircraft fails for any reason to remove the wrecked or damaged aircraft from the Airport as may be requested by the Airport Manager, or to remove it from the traffic areas as herein indicated, the Airport Manager may cause the removal and storage, or disposal of such wrecked or damaged aircraft at the expense of the aircraft owner.

( Ord. No. 2016-14, § 2, 10-6-2016 )

### **19.02.020.210 GROUND RULES.**

1. No person shall park, store, tie down, or leave any aircraft on any areas of the Airport other than that prescribed by FBO lease or by the Airport Manger.
2. No aircraft shall be parked or stored on the Airport unless it is properly tied down or secured. It shall be the responsibility of the owner or pilot of such aircraft to tie down or secure the aircraft at all times required by

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these rules and regulations or by weather or other conditions on the Airport. In the case of large aircraft it shall be the responsibility of the owner or pilot of the aircraft to secure the aircraft in the best manner and to avoid parking the aircraft in such an area or position as to cause damage to other aircraft or buildings on the Airport in the event of winds or weather. Owners of all aircraft shall be held responsible for any damage or loss resulting from the failure of such owner or the pilot of such aircraft to comply with this rule.

3. No person shall take or use any aircraft anchoring or tie-down facilities when such facilities are already in actual use by another person.
4. All major repairs to aircraft or engines as defined in Part 43 of the Federal Aviation Regulations (FARs) shall be made in the space or areas designated for this purpose by the FBO lease or the Airport Manager and not on any part of the landing area, taxiways, ramps or gassing or service areas of a fixed base operator, unless such fixed base operator consents to such use for repairs.
5. No aircraft engine shall be started on an aircraft unless a competent operator is in control of the aircraft and parking brakes have been set or the wheels have been set with blocks that are equipped with ropes or other suitable means for removing such blocks.
6. The engine shall be started, warmed up and run up only in the places designated for such purposes. No aircraft engine shall be started, run or run up unless the aircraft is in such a position that the propeller blast is clear of all hangars, shops, other buildings, persons, other aircraft and automobiles or vehicles in the area, and the flight path of landing aircraft.

#### **19.02.020.220 TAXIING.**

1. All aircraft shall be taxied at a low and reasonable speed and when not equipped with adequate brakes, shall have an attendant beside a wing when the aircraft is taxied near buildings or other aircraft.
2. Aircraft awaiting take-off shall hold short of the runway in use and in a position so as to have a direct view of aircraft approaching for a landing.
3. No person shall taxi an aircraft until he has ascertained that there will be no danger of collision with any person or object in the immediate area by visual inspection of the area.

#### **19.02.020.230 TRAFFIC RULES.**

1. Runway 27 is designated as the calm wind (five (5) knots or less) runway and should be used for take-off and landing, until the wind-tee, AWOS or the Airport Unicom clearly indicates the use of a different runway, in which case landings and take-offs should be made directly into the wind or on the runway most nearly aligned into the wind. In case of light shifting winds, runway 27 shall be preferred unless its use presents a safety hazard. This rule is not intended to overrule the decision of the pilot in command of the aircraft as to the safest practice.
2. All pre-take-off checks must be completed before taxiing to take-off position. Take-off will be made immediately after taxiing onto the runway.
3. When using runway 27, except as safety dictates otherwise, all aircraft taking off must proceed straight ahead until reaching the end of the runway and execute a left turn to a heading of two hundred thirty (230) degrees as soon as safely possible. After attaining a minimum altitude of seven hundred (700) feet AGL (five thousand four hundred (5,400) feet MSL) and ascertaining there is no danger of collision with other aircraft, the pilot may execute a left or right cross-wind turn as appropriate. The pilot should be noise sensitive to surrounding neighborhoods, and if possible when departing the pattern, delay making the crosswind turn until west of U.S. Business 395 (Carson Street) and resume normal navigation procedures.

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4. When using runway 9, except as safety dictates otherwise, all aircraft taking off must proceed straight ahead until reaching the end of the runway and execute a slight left turn to eighty-five (85) degrees. After attaining a minimum altitude of seven hundred (700) feet AGL (five thousand four hundred (5,400) feet MSL) and ascertaining there is no danger of collision with other aircraft, resume normal navigational procedures.
  5. Aircraft intending to remain in the traffic pattern shall continue to climb to the traffic altitude of one thousand (1,000) feet AGL (5700 MSL) after the cross-wind turn from runway heading, and shall thereafter follow the pattern as set forth on the attached charts.
  6. The published traffic pattern altitude is one thousand (1,000) feet AGL. Aircraft having flight characteristics which make the above procedure impractical shall be flown at appropriate altitudes for type of aircraft, but shall conform to the pattern shown as nearly as possible.
  7. Aircraft violating the traffic rules shall be reported to the FAA by the Airport Manager for investigation.

### **19.02.020.240 LANDINGS.**

1. Approach and landings shall be left-hand pattern Runway 27 and a right-hand pattern for Runway 9. The designated Airport calm wind runway (below 5 knots) is Runway 27.
2. Aircraft entering the traffic pattern, within a five-mile radius of the Airport, should do so at an angle of forty-five (45) degrees on the downwind leg and at a minimum altitude of one thousand (1,000) feet above the surface, or as prescribed in the FAA Aeronautical Information Manual as updated by the FAA.[http://www.faa.gov/airports\\_airtraffic/air\\_traffic/publications/ATpubs/AIM](http://www.faa.gov/airports_airtraffic/air_traffic/publications/ATpubs/AIM)
3. Except in cases of touch-and-go landings and take-offs, all aircraft shall turn off the runway as soon as reasonably possible after landing and taxi only on designated taxiways unless the condition of the taxiway makes it advisable to use the runway for taxiing.
4. A landing pattern diagram shall be made available by the Authority.

### **19.02.020.250 FIRE REGULATIONS.**

1. All activities at the Carson City Airport are subject to the Fire Code of Carson City, Title 14, CCMC, as amended. In the event of conflict, the Fire Code of Carson City shall prevail over Title 19. (Editors note: At the time of this revision, Carson City has adopted the 2006 International Fire Code. It is anticipated that updates will occur from time to time and may involve adoption of additional or other codes.)
2. No aircraft may be fueled or de-fueled while its engine is running, or while in a hangar or other enclosed place. Fueling shall be accomplished with equipment that provides adequate connections for continuous grounding of static electricity.
3. Storage, transportation and transfer of fuel and other flammable or combustible liquids shall comply with the Fire Code of Carson City, including conformance to Maximum Allowable Quantities and use of approved containers or tanks.
4. The cleaning of motors or other parts of aircraft using flammable or combustible cleaning materials shall be subject to applicable fire and safety codes.
5. All persons using in any way the Airport area or the facilities of the Airport shall exercise the utmost care to guard against fire and injury to persons or property.
6. All hangar and shop floors shall be kept clean and free from oil, fuel and other flammable and combustible substances. No volatile flammable or combustible solvent shall be used for cleaning floors except as permitted by the fire code. No rags soiled with flammable substances shall be kept or stored in any building on the Airport in such a manner as to create any fire hazard.



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7. No person shall weld, smoke or ignite any matches, flares, lighters or other objects which produce an open flame, produce sparks, or other sources of ignition anywhere within a hangar, shop, building or structure in which any fuel, oil or flammable substance is stored or within fifty (50) feet of any gassing fueling facility.
  8. Periodic inspections of buildings on the Airport may be conducted by the Carson City Fire Department or the Airport Manager to check for compliance of fire and safety issues. Such inspections are for the purpose of assisting in meeting codes and safety requirements. No such inspection shall be used by the hangar owner to replace the hangar owner's obligations to comply with all codes and safety requirements.

**CHAPTER III**  
**AIRPORT OPERATORS, LEASES,**  
**AND CONCESSIONS**

**19.02.020.300 BUSINESS ACTIVITIES.**

Subject to all applicable orders, certificates or permits of the FAA, or their successors, no person shall use the Airport, or any portion thereof, or any of its improvements or facilities for revenue producing, commercial, business or aeronautical activities, unless he shall have first complied with the following:

1. Complied with the provisions of these Airport Rules.
2. Obtained all appropriate permits and licenses for activities required by the Airport Authority and Carson City.
3. Entered into any required written leases and other agreements required by the Airport Authority, or agreed upon by the Airport Authority and such person.
  - A. Revenue producing, commercial, business and aeronautical activities include but are not limited to the following:
    - a. Any person whose aircraft are based at Carson City Municipal Airport and who conducts from such Airport any activities listed in 19.02.020.350.
    - b. Any person who solicits and obtains business in any activities listed in 19.02.020.350 and such solicitation and subsequent activities result in the person's base of operations being the Carson City Airport.
  - B. Any person who applies to the Authority to operate on the Airport shall reimburse the Authority for the costs of the engineering review and legal review performed in conjunction with the application and any amendment thereof.
4. The requirements of this section shall not apply to activities performed by, or for the benefit of, persons who own or rent a hangar on the Airport, and are in good standing, so long as the subject activity is not a primary use of the premises on the Airport, the subject activity is in compliance with applicable Airport and Carson City regulations, and the subject activity does not interfere with airport operations. Challenges to this exemption shall be decided by the Airport Authority at a public hearing.

**19.02.020.310 APPLICATION.**

Applications for ground leases on the Airport to carry on any commercial, business or aeronautical activity, with the necessary permits and licenses, shall be made to the Airport Authority on forms prescribed by the Airport Authority. The Carson City Treasurer's office shall not approve any application unless previously approved by the Airport Authority. The Airport Authority shall conduct a public hearing upon the application. The applicant shall submit all information and material necessary, or requested by the Airport Authority to establish that the applicant can qualify and will comply with these rules and regulations. The application shall be signed and submitted by

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those who will be managing the business, every partner of a partnership, and each director, and officer of a corporation.

### **19.02.020.315 ACTION ON APPLICATION.**

The Airport Authority may deny any application if, in its opinion, it finds any one (1) or more of the following:

1. The applicant for any reason does not meet the qualification, standards and requirements established by these rules and regulations; or
2. The applicant's proposed operations or construction will create a safety hazard on the Airport; or
3. The granting of the application will require the Airport Authority to spend Airport Authority funds, or to supply labor or materials in connection with the proposed operations to an extent which or at a time when the Airport Authority is unwilling to enter into such arrangement; or the operation will result in a financial loss to the Airport Authority; or
4. There is no appropriate, adequate or available space or building on the Airport to accommodate the activity of the applicant at the time of the application; or
5. The proposed operation or airport development or construction does not comply with the master plan of the Airport; or
6. The development or use of the area requested by the applicant will result in depriving existing fixed base operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings, or will result in unduly interfering with the operations of any present fixed base operator on the Airport through problems in connection with aircraft traffic or service, or preventing free access to the fixed base operator's area; or
7. Any party applying, or interested in the business has supplied the Airport Authority with any false information or has misrepresented any material fact in his application or in supporting documents; or has failed to make full disclosure on his application or in supporting documents; or
8. Any party applying, or interested in the business has a record of violating these rules and regulations, or the rules and regulations of any other airport, the Federal Aviation Regulations or any other rules and regulations applicable to the Airport; or
9. Any party applying, or interested in the business has defaulted in the performance of any lease or other agreement with the Airport Authority or Carson City; or
10. Any party applying, or interested in the business has a credit report which contains derogatory information and does not appear to be a person of satisfactory business responsibility and reputation; or
11. The applicant does not appear to have, or have access to, finances necessary to conduct the proposed operation for a minimum period of six (6) months; or
12. Any party applying, or interested in the business has been convicted of any crime or violation of any ordinance of such a nature that it indicates to the Airport Authority that the applicant would not be a desirable operator at the Airport;
13. The protection of the health, welfare, safety of the inhabitants of Carson City require such denial.
14. Nothing contained herein shall be construed to prohibit the Airport Authority from granting or denying, for any reason it deems sufficient, an application to do business on the Airport for the purpose of selling, furnishing or of establishing non-aviation products and supplies of any service or business of a non-aeronautical nature, or the application by a person for an area on the Airport for the personal nonprofit use of such person.

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15. Failure to divulge requested information in section 3 of this chapter on an application may be cause for review and possible revocation of an applicant's prior approval.

#### **19.02.020.320 SUPPORTING DOCUMENTS.**

The applicant shall submit the following supporting documents to the Airport Authority together with such other documents and information as may be requested by the Airport Authority:

1. A current financial statement prepared or certified by a Certified Public Accountant.
2. A proforma statement showing the expected revenues and expenses of the proposed business, as well as the financial ability to support those expenses for at least a six-month period.
3. A written listing of the assets owned or being purchased which will be used in the business on the Airport.
4. A current credit report covering all areas in which the applicant has done business during the past three (3) years.
5. Copies of all FAA licenses or certifications required to operate the business to be conducted.
6. Evidence that the operator can obtain adequate insurance coverage naming the Airport Authority and Carson City as additional insureds.
7. Evidence that the operator has or will provide adequate facilities to serve the general public and customers appropriate to the size of the business, including but not limited to, motor vehicle parking, restrooms, aircraft parking, office space and security measures.
8. Full disclosure of any criminal record of the Applicant or its principals as to gross misdemeanors and felonies.

#### **19.02.020.325 AIRPORT LEASES NON-TRANSFERABLE.**

No right, privilege, permit or license to do business on the Airport, or any lease of any area of the Airport shall be assigned, sold or otherwise transferred or conveyed in whole or in part without the prior express consent of the Airport Authority and Carson City.

#### **19.02.020.330 TIE-DOWN RATES.**

Rates charged for hangar space, T-Hangar rentals, tie-downs and service charges in connection with aircraft shall be established by the FBO leaseholder.

#### **19.02.020.335 REFUSE.**

No person shall throw, dump or deposit any waste, refuse or garbage on the Airport. All waste, refuse or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such a manner as to minimize any hazards.

#### **19.02.020.340 APPROVAL OF CONSTRUCTION.**

No buildings, structures, tie-downs, ramps, paving, taxi areas, or any other improvement or addition on the Airport, shall be placed or constructed on the Airport, or altered or removed without the prior approval of the Airport Authority. In the event of any construction, the Airport Authority may, in its discretion, require an appropriate bond to guarantee the completion of the construction in accordance with the Airport Authority

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approval. All construction plans shall be submitted for Carson City approval within 60 days of Airport Authority approval. Without Airport Authority approval no Carson City permits will be issued, except that permits to be issued under the Carson City over-the-counter permit criteria shall not require prior approval by the Airport Authority. All construction shall be completed within the schedule set forth in the lease. In the absence of lease requirements, all construction shall be completed within 6 months. Any modification that would require a Carson City building permit off the Airport shall require one on the Airport. Prior to any such modifications, two sets of plans must be submitted to the Airport Manager to be reviewed by the Airport Manager and Airport Engineer, and any requesting Authority member. Responses to questions or requests for additional information shall be provided to the Airport Manager within 10 calendar days. Except as noted above, all plans must be stamped or signed by the Airport Manager or Airport Engineer prior to commencement of the modifications. The Airport Authority will maintain one copy for its files and any future inspections

( Ord. No. 2016-14, § 1, 10-6-2016 )

### **19.02.020.345 OPERATION AREA.**

No person authorized to operate on or conduct business activities on the Airport shall conduct any of its business or activities on any area except those specified by the Airport Authority, or the Airport Manager, and the leased areas.

### **19.02.020.350 FIXED BASE OPERATORS.**

1. No person shall use the Airport as a fixed base until such person has applied for and received approval from the Airport Authority as a fixed base operator and has met the qualifications, standards and requirements of these rules and regulations. Fixed base operators shall be classified as Class 1, Class 2, Class 3, Class 4 or Class 5 fixed base operators.
  - A. Class 1 fixed base operators are those who operate from areas on the airport that are leased directly from the Airport Authority and approved by Carson City.
  - B. Class 2 fixed base operators will operate from authorized areas on the Airport through a sublease with a Class 1 fixed base operator or by agreement with the Airport Authority.
  - C. Class 3 fixed base operators are those who lease aircraft storage space to themselves or the public and do not have a lease with the Airport Authority.
  - D. Class 4 fixed base operators are those who lease areas of land within the confines of the Carson City Airport for commercial and/or industrial business purposes.
  - E. Class 5 fixed base operators are those who use areas of land not otherwise included under Class 1—4.
  - F. Class 1, Class 2, Class 3, Class 4 and Class 5 fixed based operators are subject to all applicable requirements of Title 19 specifically, or Chapter III, Airport Operators, Lease and Concessions.
2. For Class 1 FBO's operating as a Condominium Association or LLC, all members of the Condominium Association or LLC will be afforded the same rights and responsibilities provided to the Condominium Association or LLC, if approved by both the Condominium Association/LLC and the Airport Manager.
3. Fees for Class 1,3 and 4 fixed base operators shall be determined by the lease agreement with the Airport Authority. Fees for Class 2 and 5 fixed base operators shall be established from time to time by the Airport Authority by resolution. Beginning 1 January, 1991, all Class 2 and 5 fixed base operators will be required to pay an annual fee of one thousand two hundred dollars (\$1,200.00), or six percent (6%) of gross revenues, whichever is less. The Class 2 and 5 fee shall be payable quarterly, in arrears. At the end of each calendar

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year each Class 2 and 5 fixed base operator, paying less than one thousand two hundred dollars (\$1,200.00) per year, shall submit satisfactory proof of gross revenues to the Airport Authority.

4. Residential uses are not allowed on the airport property. Pilot lounges or crew rest areas may be allowed with prior approval of the Airport Authority and Carson City, but shall not be used as permanent living facilities. Temporary housing accommodations may be permitted with emergency operations and with the approval of the Airport Manager.
5. A fixed base operator shall be a person who carries on one (1) or more of the following services intended to be for profit on the Airport:
  - A. Aircraft sales.
  - B. Parts and accessories sales.
  - C. Charter operations which include, without limitation, passenger or "airtaxi"; freight or delivery; photography; aerial survey; agricultural spraying; individual or group rides; piloting sky divers, etc.
  - D. Aircraft rental.
  - E. Flight instruction or ground school. (Except an airplane owner may choose any qualified instructor.)
  - F. Maintenance services which shall include services in one (1) or more of the following:
    1. Airframe, and/or propeller, overhaul and repair;
    2. Engine overhaul and repair;
    3. Radio and electrical shop;
    4. Instrument shop;
    5. Aircraft interior work;
    6. Refinishing and painting.
  - G. Line service which shall include one (1) or more of the following:
    1. Supplying the fuel, oil and other fluids;
    2. De-icing fluid;
    3. Exterior and/or Interior cleaning;
    4. In-flight food service.
    5. Turbine starting
  - H. Aircraft storage:
    1. Outside storage;
    2. Inside storage:
      - a. Single aircraft modular hangar units, and
      - b. Multiple aircraft storage hangars;
    3. All aircraft storage.
  - I. Other special contractual services.
6. An applicant for a fixed base operator's license shall specify all services mentioned in paragraph 3 of this section which the applicant desires to conduct on the Airport. A fixed base operator shall carry on or conduct

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only those services for which he qualifies and which are specified in the license granted by the Airport Authority.

7. In order to qualify for the respective services mentioned in paragraph 5 of this section, the fixed base operator shall, in addition to meeting all other requirements and qualifications set out in the rules and regulations, meet the following minimum qualifications:
- A. AIRCRAFT SALES. The fixed base operator shall provide the office required by these rules, and shall lease from the Airport Authority, or a Class 1 FBO, on the Airport an area of sufficient size to permit the storage and/or display of all aircraft for sale or used in the aircraft sales business. Lease terms and rentals shall be set by the Airport Authority and/or a Class 1 FBO.
  - B. PARTS AND ACCESSORIES SALES. A fixed base operator shall provide suitable space for the display and sale of such items. Lease terms and rentals shall be set by the Airport Authority and/or a Class 1 FBO.
  - C. CHARTER OPERATIONS. A fixed base operator shall own at least one (1) aircraft based on the Airport and listed on the Carson City tax roll, which is so equipped and maintained as to comply with the applicable rules and regulations of the FAA; and shall lease from the Airport Authority, and/or a Class 1 FBO, an area on the Airport of sufficient size to accommodate all such buildings, and all aircraft that will be used in such charter operations. Lease terms and rentals shall be set by the Airport Authority and/or a Class 1 FBO.
  - D. AIRCRAFT RENTAL. A fixed base operator shall own at least one (1) aircraft based on the Airport and listed on the Carson City tax roll, which is so equipped and maintained as to comply with the applicable rules and regulations of the FAA; and shall lease from the Airport Authority, and/or a Class 1 FBO, an area on the Airport of sufficient size to accommodate all such buildings, and all aircraft that will be used in such charter operations. Lease terms and rentals shall be set by the Airport Authority and/or a Class 1 FBO.
  - E. FLIGHT INSTRUCTION OR GROUND SCHOOL. A fixed base operator shall lease from the Airport Authority and/or a Class 1 FBO, an area on the Airport of sufficient size to accommodate any office or classroom required and all aircraft that will be used by the fixed base operator; and shall own and have based upon the Airport and listed on the Carson City tax roll, one (1) or more aircraft suitable for flight instruction which comply with the rules and regulations of the FAA. Lease terms and rental rates shall be set by the Airport Authority or the Class 1 FBO.
  - F. MAINTENANCE SERVICES. A fixed base operator shall provide a shop building of sufficient size to accommodate at least one (1) twin-engine private aircraft together with all tools and equipment, which building shall contain at least one thousand six hundred (1,600) square feet of inside floor space, less inside partitions. In addition the fixed base operator shall equip the shop with such tools, machinery, equipment, parts and supplies normally necessary to conduct a full time business operation in connection with the maintenance service being offered. Such shop shall be staffed by mechanics and personnel who are qualified and competent and who hold any and all certificates necessary from the FAA. Such shop shall be conducted on a regular business basis and shall be open for repairs daily during normal business days and hours with competent personnel on duty. In addition he shall lease from the Airport Authority or a Class 1 FBO, an area on the Airport of sufficient size to accommodate such buildings and to provide an access area and storage area to accommodate aircraft used by the fixed base operator, or which are placed with him for repairs. Aircraft may be stored in the shop building.
  - G. LINE SERVICES. The fixed base operator shall provide and maintain all necessary pumps, tanks, and/or mobile gas trucks, gassing islands and areas, ramps and other facilities that may be necessary. The fixed base operator shall not place or maintain any facilities on the Airport, mobile or fixed, which is not previously approved by the Airport Authority. The fixed base operator shall not deliver fuel into any aircraft unless the fuel has first been placed in a suitable and approved filtration tank. There shall be no fueling direct from a common carrier transport truck into refueler without filtration. The fixed base

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operator shall keep a current, complete and accurate record of all fuel, oil and other products sold in connection with his line services and shall, at the request of the Airport Authority, make available all invoices and records of purchases and sales by the fixed base operator of fuel, oils and products sold in connection with the line services, for up to one (1) year prior to the request. Failure to keep an accurate record of all purchases and sales of line service products by the fixed base operator shall be reason for the Airport Authority to revoke the fixed base operator's license and authority to do business on the Airport in connection with all services. Each fixed base operator offering line services shall maintain enough attendants on duty to service aircraft as necessary. The fixed base operator shall offer night service by having an attendant available who will respond by a telephone call to a telephone number conspicuously posted at the facility. The fixed base operator with fueling facilities shall at all times maintain an adequate supply of fuels, oils, and fluids normally called for on a facility such as Carson City Airport. Lease terms and rentals shall be set by the Airport Authority or Class 1 FBO.

H. AIRCRAFT STORAGE.

1. Outside Storage: Fixed base operators desiring to provide outside aircraft storage must have a paved tie down area sufficient in size to accommodate all aircraft used by the fixed base operator in his operation and all aircraft that will be parked or stored by the operator.
  - a. Outside storage of derelict aircraft shall not be allowed. Derelict aircraft are defined as aircraft without a current airworthiness certificate, in an appearance of state of disrepair, one that creates a safety hazard, or is considered a nuisance as determined by the Airport Authority.
2. Inside Storage:
  - a. Storage Hangars: Fixed base operators desiring to provide aircraft storage hangars shall lease sufficient property to accommodate the development proposed. The initial construction shall be approved for construction within one (1) year of the lease agreement date, permits obtained within six (6) months of approval, and construction completed within one (1) year of receipt of permits. Extensions of time for any phase of construction may be approved by the Airport Authority provided continued progress is documented by the Fixed Base Operator. All units shall be constructed on sites designated on the Airport Layout Plan as aircraft storage hangar sites. Plans and specifications for all improvements shall be in conformance with established and customary standards for aircraft hangar development on the Carson City Airport, and in conformance with zoning, sign and building ordinances and design standards of Carson City. Portable units shall require the approval of the Airport Authority and shall not be provided with electrical or sewer service. A taxiway or taxilane of at least sixty (60) feet in width shall be improved to provide access to all units. The taxiway or taxilane width will be per FAA guidelines based on hangar door widths being provided. Title to all fixed improvements shall become the property of the Airport Authority upon expiration or termination of the hangar property lease. Use of the hangar space shall be subject to written agreement between the user and the fixed base operator. The fixed base operator shall insure that the following conditions are met:
    - 1) That the premises are to be used and occupied primarily for aircraft storage and at least one (1) aircraft will be housed in each occupied hangar. Aircraft housed in a hangar will be listed as personal property with the Carson City Assessor's office, or, if domiciled at another location, documentation provided to support such classification. Each hangar owner shall notify the Airport Manager of the aircraft stored in such hangar(s) including FAA N-number, Manufacturer, year and model. Users of all hangars shall comply with all applicable Carson City fire and safety codes. Fire suppression shall be provided in each hangar as required by the Fire Code of Carson City.

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- 2) The premises shall be maintained in a neat, attractive condition, free of ice, snow, weeds and litter. Any damage to the improvements shall be repaired as soon as possible, but in no event later than ninety (90) days after damage occurred.
  3. All Aircraft Storage: Fixed base operators not maintaining a full-time office operation shall post on an approved sign located in a conspicuous place the name, address and telephone number of the responsible fixed base operator and the operator's company name for all inside or outside storage facilities. All aircraft facilities constructed shall maintain, for the use of the general public, the right to pass over or use aiseways between hangars and tie down aircraft for aviation purposes. All leases, terms, and rental rates established for fixed base operators of aircraft storage shall be set by the Airport Authority or Class 1 FBO's for subleases, in compliance with the terms and conditions of the lease with the Airport Authority.
  4. AIRLINE SERVICES. A fixed base operator shall be licensed to provide at least one other fixed base operator service, shall maintain on hand and available all equipment, tools, parts, and inventory necessary to properly conduct the service and shall conduct this service in only those areas specified or authorized by the Airport Authority or Class 1 FBO as determined by the Authority.
  5. Each fixed base operator approved shall accept, be bound by, comply with and conduct his business operations in accordance with these rules and regulations and to agree that his license and authority to carry on business on the Airport shall be subject to the terms and conditions set out in these rules and regulations and the revocation or termination thereof as herein provided.
  6. Unless otherwise agreed to by the Airport Authority or Class 1 FBO, the fixed base operator shall, at his own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, ramps, tie-down areas, taxi-ways, fences and all other facilities and improvements requested or approved as being advisable and necessary for the fixed base operator to carry on the activities or services authorized. The Airport Authority, or Class 1 FBO, may in its discretion, provide assistance in the development of the operation area.
  7. The fixed base operator shall promptly pay when due, all charges for sewer, water, power, telephone service and all other utilities and services supplied to his operation on the Airport, all wages or salaries and all rentals, fees and payments payable to the Airport Authority.
  8. Absent specific time periods in an approved lease, Plans and specifications for all construction shall be submitted to the Airport Authority for its approval within one (1) year after conceptual approval of the project and construction thereon shall commence within one hundred eighty (180) days. All construction shall be completed by the fixed base operator within six (6) months from the start of construction or as specified in the lease. These times may be extended by the Airport Authority upon good cause shown by the fixed base operator. All construction shall comply with all applicable building codes and Carson City ordinances.
  9. Unless otherwise provided by the Airport Authority, all operations of the fixed base operator shall be conducted on one (1) area of sufficient size to accommodate all services for which the operator is licensed, allowing for future growth and additional services as contemplated by the Airport Authority or the applicant, at the time of application, to the extent however, that space is available on the Airport. The fixed base operator shall carry on his business operations strictly within the areas assigned him by the Airport Authority and his operations shall not in any way interfere with the operations of other fixed base operators; agencies or other businesses operating on the Airport; the use of the Airport by the general public; or with any common use areas. The fixed base operator shall not use any common use areas except as authorized by these rules.



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10. For approval as a fixed base operator, the applicant must have available sufficient operating funds to conduct the proposed business for a period of at least six (6) months.
  11. A fixed base operator shall cooperate with the Airport Manager in operation, management and control of the Airport and shall do all things reasonable to advance or promote the Airport and aeronautical activities thereon and to develop the Airport into an attractive, efficient, modern and safe airport.
  12. All complaints against any fixed base operator for violation of these rules shall be made in writing signed by the party submitting the complaint and shall specify dates, times and witnesses, if any.
  13. The fixed base operator agrees to indemnify, defend, and hold the Airport Authority, its authorized agents, officers, representatives and employees harmless from and against any and all actions, penalties, liability, claims, demands, damages, or loss resulting from claims or court actions, whether civil, criminal or in equity, and arising directly or indirectly out of acts or omissions of the fixed base operator, his (its) agents, employees, servants, guests, or business visitors.
  14. To guarantee performance of paragraph 13 above the fixed base operator shall secure public liability and property damage insurance on which the Airport Authority shall be named as an additional insured with the fixed base operator. Such policies of insurance shall be maintained in full force and effect during all terms of existing leases, agreements, or business licenses or renewals or extensions thereof. Such policy amounts shall be set in the lease, or as set by periodic determination by the Airport Authority. Copies of all such policies of insurance shall be delivered to the Airport Manager and shall be held for the benefit of the parties as their respective interests may appear. The amounts of said insurance shall not be deemed a limitation on the fixed base operator's liability to the Airport Authority and if the Airport Authority or any of its authorized agents, officers, representatives or employees become liable for an amount in excess of the insurance the fixed base operator will save and hold them harmless for the whole thereof.
  15. The fixed base operator shall furnish all services authorized by the Airport Authority on a fair, equal, and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the fixed base operator may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.
  16. The Airport Authority shall have the right in its discretion to terminate any lease or other agreement authorizing the fixed base operator to conduct any services or business on the Airport and to revoke any fixed base operator's authority or permit to do business upon the Airport for any cause or reason provided in these rules, or by law and in addition thereto, upon the happening of any one (1) or more of the following:
    - A. Filing of a petition voluntarily or involuntarily for the adjudication of the fixed base operator as a bankrupt;
    - B. The making by the fixed base operator of any general assignment for the benefit of creditors;
    - C. The abandonment or discontinuance of any permitted operation at the Airport by the fixed base operator or the failure to conduct them on a full-time basis without the prior approval of the Airport Authority;
    - D. The failure of the fixed base operator to remedy any default or breach or violations by him, or his personnel in keeping, observing, performing, and complying with Title 19, the rules and regulations, and the terms, covenants and conditions in any lease or agreement

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entered into pursuant hereto on the part of the fixed base operator to be performed, kept or preserved, within thirty (30) days from the date written notice from the Airport Authority has been mailed or delivered to the place of business of the fixed base operator at the Airport;

- E. The failure to promptly pay to the Airport Authority when due, all rents, charges, fees and other payments which are payable to the Airport Authority by the fixed base operator.
  - F. The fixed base operator, or any partner, officer, director, employee or agent thereof commits any of the following:
    - 1) Violates any of the rules of Title 19; or
    - 2) Engages in unsafe or abnormal or reckless practices in the operation of an aircraft on or in the vicinity of the Airport, which creates a hazard to the safety of other airport users, other aircraft, or the general public, or endangers property, or which could, if an emergency developed foreseeably result in causing personal injuries or death to a person or damage to property; or
    - 3) Causes personal injury to or the death of a person, or property damage involving in excess of five hundred dollars (\$500.00) for repairs or loss; or
    - 4) Operates the business of the fixed base operator in such a fashion as to create a safety hazard on the Airport for other airport users, aircraft or property on the Airport, the general public on the Airport, or any pilots, students or passengers.
    - 5) Repeatedly cuts the traffic pattern placing the residents at risk.
  - G. Any party applying for approval as a fixed base operator or who is interested in the business, supplied the Airport Authority with any false information; or misrepresented any material fact to the Airport Authority in the application, supporting documents, or in statements to or before the Airport Authority; or failed to make full disclosure to the Airport Authority in the application, the supporting documents or in statements to or before the Airport Authority.
17. In the event of such termination, the fixed base operator shall forthwith peaceably vacate the Airport and surrender possession of the premises to the Airport Authority, cease and desist all business operations on the Airport. Should the operator fail to make such surrender, the Airport Authority shall have the right at once and without further notice to the fixed base operator to enter and take full possession of the space occupied by the fixed base operator on the Airport by force or otherwise, and with or without legal process to expel, oust and remove any and all parties and any and all goods, and chattels not belonging to the Airport Authority that may be found within or upon the same at the expense of the operator and without being liable to prosecution or to any claim for damages therefore. Upon such termination by the Airport Authority, all rights, powers and privileges of the fixed base operator hereunder shall cease, and the fixed base operator shall immediately vacate any space occupied by it under this agreement or any lease or leases and shall make no claim of any kind whatsoever against the Airport Authority, its agents or representatives by reason of such termination or any necessary act incident thereto.
18. In addition to all other rights and remedies provided in these rules, the Airport Authority shall have any and all other remedies at law or in equity, including the equitable remedy or injunction, to enforce these rules and regulations, to obtain compliance herewith and to impose the penalties herein provided.

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19. Subject to the terms of any written agreement or lease, the Airport Authority, in its discretion, may permit the fixed base operator to remove from the Airport any buildings or structures thereon owned or constructed thereon by the operator.
  20. To the extent necessary to protect the rights and interests of the Airport Authority or to investigate compliance with the terms of these rules and regulations, the Airport Manager, any member of the Airport Authority, the City Manager, the City Engineer, the District Attorney and Sheriff's Officer and any other agent of the Airport Authority shall have the right to inspect at all reasonable times all airport premises together with all structures or improvements, and all aircraft, equipment and all licenses and registrations. Neither the Authority nor any individual Authority member shall initiate an inspection of any hangar or groups of hangars without there first being a hearing before the Authority to show cause and an affirmative vote by the Authority to initiate the inspection. In the event an urgent situation requires the Airport Manager to initiate an inspection, the cause for the inspection and the results shall be presented at the next Authority meeting, allowing public comment, and the action either ratified or redressed as appropriate.
  21. Each fixed base operator shall be responsible for the removal of snow and ice from all his leased areas and areas in which he is authorized to operate, and shall keep his leased areas and areas in which he is authorized to operate free and clear of all weeds, rocks, debris and other material which could cause damage to aircraft, buildings, persons or automobiles as the result of aircraft engine operation. The Airport Authority may at the request of the operator and in the discretion of the Airport Manager assist the fixed base operator in snow, ice and weed removal, provided such operator shall assume the liability of the Airport Authority's actions in this regard and shall indemnify and hold the Airport Authority, their officers, agents and employees harmless from all liability in connection with all things done by the Airport Authority pursuant hereto and in connection with snow, ice and weed removal. Only authorized airport personnel may use the airport equipment when first trained on such equipment to the satisfaction of the authority chairman and manager.
  22. The fixed base operator shall park and store the aircraft used in his operations and his customers' aircraft in his assigned area only, unless he arranges for such parking with another fixed base operator, or the Airport Manager.

#### **19.02.020.355 WAIVER OF CHAPTER III, PROVISIONS.**

The Airport Authority may in its discretion waive all or any portion of Chapters II and III of the rules and regulations for the benefit of any commercial airline, any government or governmental agency or department or person performing nonprofit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or fire fighting operations.

#### **19.02.020.360 BUSINESS NAME.**

No person shall conduct business operations on the Airport under a business name the same as or deceptively similar to the business name of any other fixed base operator previously established on the Airport.

#### **19.02.020.365 DAMAGE REPAIR BY AIRPORT AUTHORITY.**

Nothing contained in these rules and regulations shall be construed as requiring the Airport Authority to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Airport Authority.

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**19.02.020.370- AIRCRAFT STORAGE HANGAR USE.**

- 1) General: These provisions are adopted to implement the FAA's "Policy on the Non-Aeronautical Use of Airport Hangars" published in the Federal Register/Vol. 81, No. 115/Wednesday, June 15, 2016/Pages 38906-38911, which takes effect July 1, 2017.
  - A. Aircraft storage hangars at the Carson City Airport are to be used and occupied for an aeronautical use.
  - B. As provided for in the FAA Policy, non-aeronautical items are also permitted in a hangar so long as they do not interfere with the aeronautical use of the hangar.
- 2) Aeronautical Use: Qualifying aeronautical uses for storage hangars include:
  - A. Storage of active aircraft.
  - B. Final assembly of aircraft under construction.
  - C. Non-commercial construction of amateur built or kit- built aircraft.
  - D. Maintenance, repair or refurbishment of aircraft, but not indefinite storage of nonoperational aircraft.
  - E. Storage of aircraft handling equipment such as tow bars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.
  - F. Vacant awaiting aircraft occupancy such as: Aircraft in use, on travel, or away for maintenance.
  - G. Vacant reserved for aircraft domiciled at another airport, for anticipated aircraft purchase within a reasonable amount of time, or available for sale or rent.
  - H. Other Aeronautical activity approved by Carson City Airport Authority ("Authority") that does not conflict with FAA requirements.
- 3) Permitted Non-Aeronautical Use:
  - A. Airport Area approved by the FAA for Non-Aeronautical use on Airport Layout Plan.
  - B. Non-Aeronautical items within Qualifying Aeronautical Use hangars unless the items:
    1. Impede the movement of active aircraft in and out of the hangar or impede access to inactive aircraft or other Aeronautical contents of the hangar.

Items which can easily be moved to permit access to and/or movement of the aircraft shall not be regarded as an impediment. Typical examples include, but are not limited to: a functional vehicle, workbench, and tool box.
    2. Displace the Aeronautical contents of the hangar. A functional vehicle parked in a vacant hangar while the aircraft designated or intended to occupy the vacant hangar is absent shall not be considered to displace the aircraft.
    3. Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.
  - C. Other Uses approved by the Authority in writing.
  - D. Other Uses approved by the FAA.
- 4) Prohibited Uses:
  - A. Residential: Hangars may not be used as a residence. The FAA differentiates between a typical pilot resting facility or aircrew quarters versus a hangar residence or hangar home. The former

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are designed to be used for overnight and/or resting periods for aircrew, and not as a permanent or even temporary residence.

- B. Non-Aeronautical Business: Hangars may not be used for the conduct of a non-aeronautical business or municipal agency function unless the business activity is clearly incidental to the aeronautical use of the hangar in the sole judgement of the Airport Authority if called upon to review the question. Examples of conduct of a Non- Aeronautical business include, but are not limited to: storage of inventory; the participation of employees, contractors or others in addition to the hangar occupant; visits from the non-aviation public; and/or deliveries of non-aeronautical items.
- 5) Compliance: To encourage and ensure compliance with this Policy:
- A. Within 60 days after approval of this Aircraft Storage Hangar Use Policy, and within 60 days after any material change in the information previously reported to the Airport Manager, each Lessee whose ground lease includes one or more Storage Hangars (the "Lessee") shall provide to the Carson City Airport Manager, for retention and distribution to the members of the Authority, timely contact information for each occupant, lessee, and owner of a hangar located upon the Lessee's ground lease, identifying information for any and all aircraft stored in Lessee's hangars, and a written statement of the basis by which the Lessee believes each hangar qualifies as Aeronautical Use.
  - B. If the Airport Manager or an Authority member disputes a Lessee's claim of aeronautical use, the Lessee may appeal the dispute to the entire Authority, whose decision shall be final.
  - C. If it is determined by the Airport Manager, and not appealed, or by the Authority upon appeal, that a hangar located upon the Lessee's ground lease has not met the qualifications for aeronautical use, either the Airport Manager at the direction of and under the authority of the Authority, or the Authority itself, whichever made the final decision, shall require the Lessee to have the subject hangar brought into compliance with this Policy or become subject to any and all enforcement actions permitted under Nevada law, including but not limited to increases in rents and eviction of the subtenant/hangar occupant.
  - D. If it is determined by the Authority that a Lessee or hangar Occupant has misrepresented material facts to the Airport Manager or the Authority regarding hangar use and/or failed to comply with the decision of the Authority regarding such use, as an alternative to terminating the lease for non-compliance, the Authority may impose upon the Lessee a non-aeronautical use surcharge on rent in the amount of \$1,000 per month per hangar that is not in compliance, or was the subject of the misrepresentation, for the period which the hangar was not in compliance or misrepresentation, in addition to any and all enforcement actions available against the offending Lessee and/or Occupant under relevant Nevada law.
  - E. If the Airport Manager or any member of the Authority verifies that a hangar is in compliance with the aeronautical use provisions of this policy, the hangar shall be considered in compliance.

(Ord. No. 2017-16 , § 1, 7-20-2017)

#### **CHAPTER IV PENALTIES**

##### **19.02.020.400 REMOVAL.**

In addition to any penalties otherwise provided by County Ordinance, law, and all other rules and regulations of the Federal Aviation Administration, any person violating these rules or regulations, or operating or handling any

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aircraft in violation of these rules and regulations, or failing or refusing to comply with these rules and regulations, may be promptly removed or ejected from the Airport by or under the authority of the Airport Manager, or upon his order such person may be temporarily grounded or deprived of the further use of the Airport and its facilities pending presentation of the matter to the Airport Authority. Such matters shall be presented to the Airport Authority as soon as practicable and at least by the next regular meeting of the Airport Authority, at which time the violator shall appear before the Airport Authority and show cause, if any, why he should not be deprived of the further use of the Airport and its facilities. Upon the order of the Airport Authority such person may be deprived of the further use of the Airport and its facilities for such length of time as may be deemed necessary by the Airport Authority to insure the safeguarding of the Airport, its operations and the public use thereof and the Airport Authority's interest therein.

#### **19.02.020.410 VEHICLE OFFENSE.**

Any person violating these rules, the traffic laws of the State of Nevada, or the traffic ordinances of Carson City in connection with vehicular traffic on the Airport shall be subject to prosecution in the appropriate court for such violation. The Airport Manager, Chairman of the Authority, or Airport Counsel may submit evidence of violation to the Carson City District Attorney for prosecution.

#### **19.02.020.420 PENALTIES.**

Any person who willfully refuses to abide by or who violates any provision contained in this title is guilty of a misdemeanor and shall, upon conviction, be punished by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment in the county jail for not more than six (6) months, or by both such fine and imprisonment.

#### **19.02.020.430**

Charges and sanctions for late or nonpayment of fees, charges, rents and lease payments shall be assessed as follows:

1. Failure to pay the amount due after thirty (30) days past due will incur a charge of fifty dollars (\$50.00) or one and one-half percent (1½%) of the total amount due, whichever is greater.
2. Failure to pay the amount one (1) month past due will cause all payments due and any administrative costs to remain valid and accrue. In addition, the privilege to use Airport property, concessions and to conduct any commercial activity may be suspended or revoked by the Airport Manager or Airport Authority.

#### **19.02.020.440 DAMAGE TO AIRPORT PROPERTY, DUMPING.**

No person may destroy, deface, injure, remove or disturb any property on the airport, or shall any person deposit or cause to be deposited any garbage, junk, refuse, trash or other waster material on Airport Property. Any person damaging airport property or depositing any material will be liable for any costs associated with correcting or mitigating the condition in addition to prosecution for violation of any Carson City Statutes. Airport tenants shall not store unsightly equipment, materials, trailers, vehicles, and other items on the Airport unless authorized by the Airport Manager or Airport Authority.

#### **19.02.020.450 TRESPASS.**

Any person who, after verbal or written notice to vacate the Airport, or during a time when they have lost their privilege to use the Airport, if found to be on Airport property will be subject to full prosecution of Nevada Revised Statues 207.200- Trespass.

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**CHAPTER V  
PROCEDURES, REIMBURSEMENT AND  
POSTING OF RULES**

**19.02.020.500 PROCEDURE.**

The Airport Authority shall hold its meetings in conformance with the Nevada Open Meeting laws and at such times and places as determined by the Airport Authority. The Airport Authority shall use Roberts Rules of Order, Newly Revised, 10th Edition, or such updated version as the Airport Authority shall recognize, as a guideline to procedure for its meetings and actions. However, no action shall be deemed invalid for failing to comply with such Rules of Order, so long as the Nevada requirements of public access and comment are substantially met.

**19.02.020.510 REIMBURSEMENT.**

All applicants for FBO or other approvals on the Airport shall reimburse the Airport Authority for its engineering costs and legal costs in reviewing and responding to such applications.

**19.02.020.520 POSTING OF RULES.**

These rules and regulations shall be available at the Airport Manager's office and on the Carson City Airport website.

**CHAPTER VI  
GOVERNMENT AGREEMENTS**

**19.02.020.600 NATIONAL EMERGENCY USE.**

During time of war or national emergency the Airport Authority shall have the right to lease the Airport, or the landing area, or any part thereof to the United States Government for military or naval use, and any license and agreement executed pursuant hereto shall be subject to such government lease and the provisions of the government lease shall control insofar as they are inconsistent with the said operator's agreement, lease or authority.

**19.02.020.610 GOVERNMENTAL ASSURANCES.**

Any license, authority, lease or agreement entered into pursuant to these regulations shall be subject and subordinate to the provisions of any existing or future agreement between the Airport Authority and United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

**CHAPTER VII  
AIRPORT MASTER PLAN**

**19.02.020.700**

The Airport Authority may, without the knowledge, consent or approval of any fixed base operator or other person licensed to do business or use part of the Airport, make changes in the Master Plan of the Airport and in its planning and policies in connection with the development of the Airport. The Airport Authority reserves the power to designate as common use areas such portions of any leased area or area used by any fixed base operator as shall be necessary for the development of the Airport or for the flow of aircraft traffic to other areas on the Airport.

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**CHAPTER VIII  
TITLE**

**19.02.020.710**

These rules and regulations may be known and cited as TITLE 19 - CARSON CITY AIRPORT RULES AND REGULATIONS.

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Chairman, Airport Authority

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Airport Authority Member

( Ord. No. 2008-36, § I, 12-4-2008 )

**Chapter 19.03 THROUGH-THE-FENCE AIRCRAFT OPERATION**

**Sections:**

**19.03.010 Definitions.**

Definitions as used in this chapter are:

1. "Authority" means the Carson City Airport Authority.
2. "Board" means the Carson City Board of Supervisors.
3. "City" means the city of Carson City.
4. "Permittee" means the entity, be it a person, corporation or partnership that applies for and is granted an access privilege permit by the Authority.
5. "Access privilege permit" is a document whereby the Authority grants a privilege to a permittee who is actually doing business on a tract of land adjoining the airport public landing area to gain access to the landing area solely for aircraft used incidental to such business. Said access privilege permit may be transferred to a successor in interest of the permittee so long as the successor in interest is also the owner of real property adjacent to the Airport and reports the transfer of the permit to the Authority. The Authority reserves the right to relocate its taxiways so long as access to the taxiway is accorded to the permittee. The permittee has the duty to maintain its accessway in accordance with Section 19.03.070 and to indemnify the city and the authority pursuant to Section 19.03.160 of this chapter.

( Ord. No. 2008-36, § I, 12-4-2008 )

**19.03.020 Access privileges.**

Airport access permits shall be limited to one (1) per parcel and to the industrial zoned land adjoining the airport boundary north and east of the airport.

( Ord. No. 2008-36, § I, 12-4-2008 )



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### **19.03.030 Number of aircraft.**

The number of aircraft is limited to no more than four (4) resident aircraft per parcel owned by the permittee. A permittee may apply to the Authority for more aircraft per parcel, which increase may be granted by the Authority for good cause.

( Ord. No. 2008-36, § I, 12-4-2008 )

### **19.03.040 Method of access.**

In order to promote airport safety and security the Authority shall not allow an excessive number of through-the-fence accessways entering onto a taxiway. The access points to a taxiway shall be located and coordinated by permittees and the Authority in such a way as to allow joint use of one (1) accessway between adjoining parcels or owners. The Authority shall have discretion to limit a permittee access through an existing access way if the Authority finds that airport safety and security so requires.

In addition, except through existing taxiways, there shall be no midfield access permitted to the runway unless and until the northside parallel taxiways are constructed and until said access is approved by the FAA.

( Ord. No. 2008-36, § I, 12-4-2008 )

### **19.03.050 Revocation for cause—Procedures.**

1. An access privilege permit may be revoked for good cause by the Authority. Good cause for such revocation shall include, but is not limited to any act committed by permittee, or permitted or caused by a permittee in conjunction with the access privilege which act is in violation of any law, ordinance or FAA regulation.
2. Any permit issued pursuant to the provisions of this chapter may be revoked in the following manner:
  - a. The Airport Manager may revoke the permit if the permittee fails to pay the permit fee within fifteen (15) days of notification that such fee has not been paid.
  - b. The Authority may, on its own motion or initiative, or upon complaint of any person, institute proceedings to revoke a permit by mailing a complaint setting forth the alleged reason for such permittee as shown by his application or by a supplemental application filed pursuant to the provisions hereof.
  - c. The permittee shall, within ten (10) days of the date of such mailing, file with the secretary of the Authority a written answer to such complaint, under oath.
  - d. The Authority shall fix a day and time for a hearing at which the permittee will be given an opportunity to be heard.
  - e. If the permittee fails to file a written answer within the time required, or if the permittee fails to appear at the place and time designated for the hearing, the Authority may order the privilege permit revoked.
  - f. The Authority shall, within fifteen (15) days after the date of such hearing, enter its order to refuse or revoke the permit. The permittee shall be allowed to operate until the order is entered and mailed to the permittee at his last known address.
  - g. As an alternative to the procedure outlined in the foregoing subsections, the Authority may, on its own initiative or upon the complaint of any person, require the permittee to appear before the Authority at a time and place fixed by the Authority to show cause, why his privilege permit should not be revoked.

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The hearing shall not be less than five (5) days from the date of service upon the permittee of the order by mailing a copy of the order to him at his last known address or place of business, or by making personal service upon him thereof. The failure by the permittee to appear at the time and place designated by the Authority shall, in and of itself, constitute sufficient grounds for revocation of the permit.

- h. There shall be no reopening or review of the proceedings whatsoever by the authority except when it subsequently appears to the satisfaction of the Authority that the permittee's failure to answer or appear was due to matters beyond his control, and not through negligence on the part of the permittee.
  - i. In all proceedings under this chapter the Authority shall have the right to subpoena witnesses and documents, and all witnesses thus subpoenaed shall attend at the time and place appointed therein, and failure to attend at the time and place appointed in the subpoena may be regarded by the Authority as contempt thereof, and a finding by the Authority to such effect shall be duly reported to the sheriff for immediate disposition thereon, and shall constitute prima facie evidence of contempt in any municipal court of the City; the penalty for each such offense shall be a fine of not less than ten dollars (\$10.00) nor more than five hundred dollars (\$500.00), and shall be accompanied by incarceration of not less than two (2) days nor more than thirty (30) days.
3. In addition to the other remedies provided in this chapter, the Carson City district attorney's office is authorized to petition the district court for an injunction restraining any permittee from conducting through-the-fence access without a valid permit or written agreement with the Authority.

( Ord. No. 2008-36, § I, 12-4-2008 )

### **19.03.060 Fees.**

The following access fee shall be assessed against the permittee. An annual fee in the amount of:

- I. For properties with hangars, the greater of a fee of seven hundred fifty dollars (\$750.00) or thirty-six cents (\$0.36) per square foot times the square footage of the hangar space located on the permittee's property.
- II. For properties with hangars and aircraft parked outside of the hangar, one hundred twenty-five dollars (125.00) per aircraft so parked, in addition to the fee in subsection 1 above.
- III. For each property with a hangar, the fee shall be offset by the amount of real property taxes received by the Airport Authority on said hangar. In the event that the property taxes so received exceed the fees in subsection 1 and 2 above, the property tax will be considered full payment for the annual fee.
- IV. For properties without hangars and with an access permit and no access being presently used, six hundred twenty-five dollars (\$625.00).
- V. For properties without hangars and with aircraft parked on said properties, seven hundred fifty dollars (\$750.00), plus one hundred twenty-five dollars (\$125.00) per each aircraft beyond the first aircraft.

The annual fee for the easement may be adjusted from time to time, to reflect the cost of airport maintenance and the amount of hangar space and aircraft parking.

( Ord. No. 2008-36, § I, 12-4-2008 ; Ord. No. 2017-13 , § 1, 6-15-2017 )

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### **19.03.070 Accessway construction.**

The permittee shall be required to construct and maintain the accessway on airport property in a safe, secure condition and in a state equal to the taxiway the access adjoins.

Upon application for a permit, the permittee shall submit engineering and design plans to the City for review and approval. All taxiways will be designed in accordance with FAA design standards and construction specifications, including centerline marking.

( Ord. No. 2008-36, § I, 12-4-2008 )

### **19.03.080 Accessway completion date.**

Upon entering an agreement for access permits, permittees shall complete the accessway and all amenities pertinent to the permit within six (6) months of approval of the agreement by the Authority.

( Ord. No. 2008-36, § I, 12-4-2008 )

### **19.03.090 Security.**

Each permittee shall provide security of the accessway to prevent vehicular and pedestrian access to the airport lands. The airport manager, or any other officer designated by the Authority is authorized and empowered to determine the existence of a breach of security of the accessway permit. Whenever the Airport Manager, or any other officer designated by the Authority shall determine that a breach of security exists, he shall give notice of said breach to the permittee. In the event that the Airport Manager, or any other officer designated by the Authority is required to give a second notice of breach to the permittee, then in that event the notice shall direct the permittee to appear before the Authority at its next regularly scheduled meeting to show cause why the access permit should not be revoked.

( Ord. No. 2008-36, § I, 12-4-2008 )

### **19.03.100 Prohibition of certain aeronautical uses and fuel facilities.**

No property with access shall be allowed to carry on any of the aeronautical uses specified in the Carson City Airport Rules and Regulations contained in Title 19, Chapter 19.02 of this code, regarding sale of fuel, parts, service or maintenance of aircraft. Private fuel facilities shall be allowed to permittees for their own private consumption as long as said facilities are installed and maintained in accordance with all applicable federal, state, city laws, ordinances and codes. For all fuel consumed by permittees, they shall pay a gallonage fee to the Authority at the same rates the fixed base operators pay to the Authority for fuel sold by their facilities.

( Ord. No. 2008-36, § I, 12-4-2008 )

### **19.03.110 Further development.**

The Authority reserves the right to further develop or improve the landing areas of the airport as it sees fit, regardless of the desires and views of the permittee, without interference or hindrance.

( Ord. No. 2008-36, § I, 12-4-2008 )

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### **19.03.120 Repair of airport.**

The Authority reserves the right to maintain and repair the airport as it feels best suited for the public.  
( Ord. No. 2008-36, § I, 12-4-2008 )

### **19.03.130 Permits subordinate to other agreements.**

Permits shall be subordinate to the provisions of any agreement between the Authority and the United States, relative to the development, operation or maintenance of the Carson City Airport.  
( Ord. No. 2008-36, § I, 12-4-2008 )

### **19.03.140 Compliance with federal aviation regulations.**

The permittee shall comply with Part 77 of the Federal Aviation Regulations regarding structure and height of facilities incident to the permit.  
( Ord. No. 2008-36, § I, 12-4-2008 )

### **19.03.150 Right to flight.**

The Authority reserves the right of its successors and assigns for the use or benefit of the public's right to flight and aircraft passage in the air space above the permittee's property.  
( Ord. No. 2008-36, § I, 12-4-2008 )

### **19.03.160 Hold harmless and indemnification.**

Permittee shall indemnify and hold the City and the Authority harmless against any damage, loss or liability that may occur due to permittee's negligence to maintain the accessway permits as required.  
( Ord. No. 2008-36, § I, 12-4-2008 )

### **19.03.170 Repair of accessway.**

The permittee shall repair or perform maintenance on the accessway permit upon written notice from the Authority to proceed at the permittee's sole expense.  
( Ord. No. 2008-36, § I, 12-4-2008 )

### **19.03.180 Assurances by permittee.**

Every permit issued pursuant to this chapter shall contain the following assurances by the permittee:

1. The permittee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does covenant and agree (in the case of lease add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in the permit for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or

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benefits, the permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and said regulations may be amended.

2. The permittees, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does covenant and agree (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate the permit and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.
4. Permittee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such noncompliance the City shall have the right to terminate the permit without liability therefore or at the election of the Authority or the United States either or both said governments shall have the right to judicially enforce provisions.
6. Permittee agrees that it shall insert the above given provisions in any permit by which permittee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises subject to the permit.
7. The permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The permittee assures that it will require that its covered suborganizations provide assurance to the permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.
8. The permittee by accepting a permit agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of the aircraft from Carson City Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises and cause the abatement of such interference at the expense of the permittee.

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9. The permittee by accepting a permit agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of the aircraft from Carson City Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises and cause the abatement of such interference at the expense of the permittee.

( Ord. No. 2008-36, § I, 12-4-2008 )

### **19.03.190 Severability.**

Nothing in this chapter shall impair the rights of existing permittees who have written contracts with the City. However, to the extent existing permittees wish to obtain the benefits of this chapter, they must in writing agree to accept all the provisions hereof.

In case any one (1) or more of the sections, subsections, clauses, or provisions of this chapter or the application thereof to any circumstances, shall for any reason be held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect any other sections or provisions of this chapter.

( Ord. No. 2008-36, § I, 12-4-2008 )