

Attachment A

Formatted: Widow/Orphan control

Prelim change to 19.02; Added language is underlined and in red font; This language added by CCAA Staff as we noticed Title 19 only addressed vehicle access but should address walk-in, vehicle and aircraft access. We also noticed that we are missing a provision that requires all aircraft on the Airport to be insured.

Chapter 19.02

Section 19.02.020.050.

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. The Airport Authority may institute a gate card or other control system for secured access of persons, vehicles and aircraft to the airport with fees to cover the costs of operation.

Section 19.02.02.200

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. All aircraft based at the Airport shall be covered by liability insurance maintained by the owner or operator of the aircraft. The insurance shall be in a minimum amount of coverage as determined by the Authority and shall name the Authority as an additional insured.

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, 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.

Attachment B

Changes to 19.03; Added language is in gold font and underlined; Removed language is in strike-out.

Chapter 19.03 - THROUGH-THE-FENCE AIRCRAFT OPERATION

Sections:

19.03.010 - Definitions.

Definitions as used in this chapter are:

1. ~~4.~~ "Authority" means the Carson City Airport Authority.
2. "Airport" means the Carson City Airport Facility (KCXP), identified pursuant to NRS Chapter 844 and operated by the Authority, including all Authority owned improvements and equipment existing or to be developed.
2. ~~"~~ "Board" means the Carson City Board of Supervisors.
3. "City" means the city of Carson City, Nevada.
4. "Permittee" means the entity, be it a person, corporation or partnership, limited liability company, or any common-interest community adjacent to the Airport (an "Association") that applies for and is granted an ~~access-privilege permit by the Authority.~~
- ~~5.~~ "Access Privilege Permit by the Authority.
- ~~5.~~ privilege permit "Access Privilege Permit" is a document whereby the Authority grants a privilege to a ~~permittee who~~ Permittee to gain secure access from fee simple land adjacent to Airport to the landing area of the Airport.
6. Adjacent Hangar Association ("AHA") means a common interest community association that is actually adjacent to the Airport and includes multiple hangars as part of its development and association. The term Association includes AHAs.

(Ord. No. 2008-36, § I, 12-4-2008)

19.03.020 - Access privileges; Eligibility; Issuance; Transfer; Duties.

1. Access Privilege. Access Privilege Permits shall be limited to one (1) per parcel of real property.
 - a. Access Privilege Permits granted to an Association shall encompass and be applicable to every member of that Association that meets the requirements of this regulation.
 - b. The security gate or other method of entry and the corresponding control devices must be approved in advance by the Authority consistent with 19.02.020.050. With regard to AHAs, such control will be issued by the Authority to those members of the Association in compliance with this regulation.
2. Eligibility. An Access Privilege Permit is eligible to be granted to a potential Permittee upon the following conditions:
 - a. Permittee is a landowner, including an Association and on behalf of its members, for any real property which is located to the north or east of the Airport. The Permittee's real property must be adjacent to the Airport to allow access to the Airport or, in the circumstance of an Association, the real property of the Association or its common area is adjacent to the Airport. Each member of an Association is a Permittee under the Access Privilege Permit granted to that Association so long as each Association

- member occupies real property that is adjacent to or contiguous with the real property of the Association and has an ownership interest in the real property of the Association adjacent to the Airport and over which access to the Airport is granted. Such member must construct (or have constructed) a hangar on its real property.
- b. Permittee is doing business on a tract of land adjoining the airport such real property and the business of the Permittee must not be engaged in the business of a commercial aeronautical activity to the public landing area to gain.
 - c. Permittee's use or storage of an aircraft and access to the public landing area solely for aircraft used of the Airport is incidental to such the Permittee's business. Said operations.
 - d. All Permittees and their access privilege permit to the Airport is subject to the conditions and criteria of the Federal Aviation Administration ("FAA") relative to through-the-fence access.
 - e. For an Association, each of its members must individually meet and maintain the eligibility requirements stated in this subsection. 19.03.020(2)(a-d).
 - f. For an Association, the Association must adopt rules and regulations that ensure compliance with and, at a minimum, are as restrictive of any rules and regulations of this Chapter 19.03 and any rules and regulations of the Airport, as they may be amended from time to time.
3. Issuance. All Access Privilege Permits shall be memorialized by a written agreement between the Permittee and Authority that complies with all FAA standards for such agreements and these regulations set forth in Chapter 19.03.
4. Transfer. An Access Privilege Permit may be transferred to a successor in interest of the permittee Permittee so long as the successor in interest is also the ownersuccessor in interest of the same real property adjacent to the Airport and, reports the transfer of the permit to the Authority. Access Privilege Permit to the Authority, and obtains written consent from the Authority for such transfer, which shall not be unreasonably withheld.
5. Duties.
- a. The Authority reserves the right to relocate its taxiways so long as access to the taxiway is accorded to the permittee. Permittee.
 - a-b. The permittee Permittee has the duty to maintain its accessway in accordance with Section 19.03.070 and to indemnify the cityCity and the authorityAuthority 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.

- c. (Ord. No. 2008-36, § I, 12-4-2008-Permittee will not engage in any activity or conduct on or about the Airport or Permittee's own real property which would interfere with Airport operations or funding consistent with FAA requirements.

(Ord. No. 2008-36, § I, 12-4-2008)

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~~Access Privilege Permit which are based at the real property of the Permittee, except that if Permittee is an Association, then the number of aircraft is limited to no more than four (4) resident aircraft per member of the Association. A Permittee may apply to the Authority to increase the number of allowed aircraft, which increase may be granted by the Authority for good cause.

~~(Ord. No. 2008-36, § I, 12-4-2008)~~

(Ord. No. 2008-36, § I, 12-4-2008)

19.03.040 - Method of access.

In order to promote ~~airport~~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~~Permittees and the Authority in such a way as to allow joint use of ~~one (1) accessway~~accessways between adjoining parcels or owners. ~~in order to avoid an excessive number of accessways.~~ The Authority shall have discretion to limit a ~~permittee~~Permittee access through an existing ~~access way~~accessway if the Authority finds that ~~airport~~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 ~~Authority and the~~ FAA.

~~(Ord. No. 2008-36, § I, 12-4-2008)~~

Ord. No. 2008-36, § I, 12-4-2008)

19.03.050 - Revocation for cause—Procedures.

1. An ~~access privilege permit~~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~~Permittee, or permitted or caused by a ~~permittee~~Permittee in conjunction with the access privilege which act is in violation of any law, ordinance or FAA regulation. Good cause also includes a Permittee failing to pay an access fee within fifteen (15) days of notification that such fee has not been paid.
2. Any ~~permit~~Access Privilege 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.
 - a. In the situation of an immediate emergency, security or safety issues, the Airport Manager can temporarily suspend any Access Privilege Permits for such time as reasonably necessary to protect the safety of the Airport. As soon as reasonably practical the Airport Manager must declare in writing to all Permittees the nature and description of the immediate emergency, security or safety issues and a good faith estimate of the time period that the Access Privilege Permits will be temporarily suspended.
 - b. The Authority may, on its own motion or initiative, or upon verified complaint of any person, institute proceedings to revoke ~~a permit~~an Access Privilege Permit by mailing or delivering 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.~~reasons for revocation to such Permittee.

- c. The ~~permittee~~Permittee shall, within ten (10) days of the date of service of such ~~mailing~~complaint, 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~~Permittee will be given an opportunity to be heard. To the extent the Permittee resolves the issues of the complaint to the satisfaction of the Authority, the Authority may dismiss the complaint.
 - e. If the ~~permittee~~Permittee fails to file a written answer within the time required, or if the ~~permittee~~Permittee fails to appear at the place and time designated for the hearing, the Authority may order the ~~privilege permit~~Access Privilege Permit revoked or suspended.
 - f. ~~The~~ If the complaint is not otherwise resolved, satisfied or dismissed, the Authority shall ~~may,~~ within fifteen (15) days after the date of such hearing, enter its order to ~~refuse or~~ revoke or suspend the ~~permit~~Access Privilege Permit. The ~~permittee~~Permittee shall be allowed to operate until the order is entered and ~~mailed~~delivered to the ~~permittee~~Permittee at ~~his~~its last known address ~~or contact information.~~
 - g. ~~As~~ In the situation of an immediate emergency, security or safety issue, an alternative to the procedure outlined in the foregoing subsections, the Authority may, on its own initiative or upon the ~~verified~~ complaint of any person, require the ~~permittee~~Permittee to appear before the Authority at a time and place fixed by the Authority to show cause, why ~~his privilege permits~~ Access Privilege Permit should not be revoked. The hearing shall not be less than five (5) days from the date of service upon the ~~permittee~~Permittee of the order by mailing a copy of the order ~~to him~~the Permittee at ~~his~~its last known address or place of business, or by making personal service upon ~~him~~the Permittee thereof. The failure by the ~~permittee~~Permittee to appear at the time and place designated by the Authority shall, in and of itself, constitute sufficient grounds for revocation or suspension of the ~~permit~~Access Privilege Permit.
 - h. There shall be no reopening or review of the proceedings whatsoever by the ~~authority~~Authority except when it subsequently appears to the satisfaction of the Authority that the ~~permittee's~~Permittee's failure to answer or appear was due to matters beyond ~~his~~its control, and not through negligence on the part of the ~~permittee~~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~~district attorney's office for ~~immediate disposition thereon, and shall constitute prima facie evidence~~pursuit of contempt in any municipal court of the City; applicable injunction or restraining order. Upon a proper judicial determination, the penalty for each such offense shall be a fine of not less than ~~ten~~one hundred dollars (\$~~100~~100.00) nor more than five ~~hundred~~thousand dollars (\$~~500~~5,000.00), ~~and shall be accompanied by incarceration~~
 - j. For revocation proceedings against an Association as the Permittee that is premised upon the actions or inactions of a member of that Association and not less than two (2) days nor more than the Association itself, the Authority will first provide written notice to the Association and permit the Association thirty (30) days to resolve the complaint with its member or take all other remedies available to the Association under the rules and regulations of the Association as against that member. If the complaint or issue remains unresolved to the satisfaction of the Authority within the thirty (30) day time period, the Authority may initiate revocation actions against the Association following the procedural steps outlined above in this section.
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~~Permittee from conducting through-the-fence access without a valid ~~permit~~Access Privilege Permit or written agreement with the Authority.

~~(Ord. No. 2008-36, § I, 12-4-2008)~~

~~(Ord. No. 2008-36, § I, 12-4-2008)~~

19.03.060 - Fees.

~~The following An annual access fee shall be assessed against the permittee. AnPermittee.~~

~~The Airport Authority shall assess annual fees following the method approved by the FAA based on operation expenses divided by square footage of hangar space;~~

- ~~1. For single permittees who are manufacturers with corporate aircraft the fee will be based on the square footage of the hangar and offset by the amount of real property taxes received by the Airport Authority on said hangar.~~
- ~~2. For AHA developments the fee will be based on the square footage of the hangar and will not be offset by the real property taxes received by the Airport Authority on such hangars.~~
- ~~3. For permittees who either have no hangar or park aircraft that cannot be regularly parked inside the hangar, the Authority may use a flat fee for the outside stored aircraft.~~

~~in the amount of:~~

- ~~I. For properties with hangars, the:
 - ~~a. The greater of a fee of sevennine hundred fifty dollars (\$750900.00) per hangar or thirty-sixforty three cents (\$0.3643) per square foot times the square footage of the hangar space located on the permittee'sPermittee's property, including those on the members property of an AHA.;~~
 - ~~b. II. For properties with hangarsIf a property has a hangar and also has aircraft that cannot be regularly parked outside ofinside the hangar, one hundred twenty-fivefifty dollars (125(\$150.00) per aircraft sobased and parked, on the property outside of the hangar. This fee is in addition to the fee in subsection 1.a above.~~
 - ~~c. III. ForThere is no offset for permittees of an AHA. Excluding AHA permittees, for each property with a hangar, the fee shall be offset by the amount of real property taxes received by the Airport or Authority on said hangar. In the event that the property taxes so received exceed the fees in subsection 1.a and 21.b above, the property tax will be considered full payment for the annual fee.~~~~
- ~~IV. Real Property without hangars:
 - ~~d. For properties without hangars and with an access permitAccess Privilege Permit approved and active but no access being presently used, sixseven hundred twenty-fivefifty dollars (\$625750.00).~~
 - ~~V. For properties without hangars and with aircraft based and parked on said properties, sevennine hundred fifty dollars (\$750900.00,) for the first aircraft, plus one hundred twenty-fivefifty dollars (\$125150.00) per each aircraft beyond the first aircraft.~~~~

4.

~~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 parkingAccess Privilege Permit may be adjusted from time to time, pursuant to the methodology approved by the FAA that reflects the costs of usage of the Airport, and may be calculated by dividing the cost of airport maintenance by the amount of hangar space. Alternatively, adjustments may be made, but no more than annually, and any increase to~~

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the rates of the annual fee may be set to reflect the percentage change reflected by the Consumer Price Index for the preceding one-year period. The annual fee will be based on a snapshot of the Permittee's status, hangars on the properties, and the resident aircraft based at the property as of January 15 of each year, or if hangars are constructed midyear, then beginning on the 3-month anniversary of completion of the hangar construction.

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

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

19.03.070 - Accessway construction.

The ~~permittee~~Permittee shall be required to construct, if non-existing, and maintain the accessway ~~on airport to the Airport~~ property in a safe, secure condition and in a state equal to the taxiway the access adjoins.

Upon application for a permit, in the permittee event the Permittee is required to construct an accessway that adjoins to the Airport's taxiway, the Permittee shall submit engineering and design plans to the Authority and the City for review and approval as part of the construction permitting process. 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 Ord. No. 2008-36, § I, 12-4-2008)

19.03.080 - Accessway completion date.

Upon entering an agreement for ~~access permits, permittees~~an Access Privilege Permit, Permittees shall complete the accessway and all amenities pertinent to the permit within ~~six (6) months of approval of the agreement~~a reasonable timeline agreed upon by the Authority, and the Permittee and in accordance with any phased construction schedule. The Authority may extend any construction completion deadline of an accessway for good cause.

(Ord. No. 2008-36, § I, 12-4-2008)

Ord. No. 2008-36, § I, 12-4-2008)

19.03.090 - Security.

Each ~~permittee~~Permittee shall provide security of the accessway to prevent vehicular and pedestrian access to the ~~airport lands, Airport~~. The ~~airport manager~~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~~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~~Permittee, then in that event the notice shall direct the ~~permittee~~Permittee to appear before the Authority at its next regularly scheduled meeting to show cause why the ~~access permit~~Access Privilege Permit should not be revoked pursuant to Section 19.03.050.

(Ord. No. 2008-36, § I, 12-4-2008 Ord. No. 2008-36, § I, 12-4-2008)

19.03.100 - Prohibition of certain aeronautical uses and fuel facilities.

No ~~property~~Permittee with ~~access~~an Access Privilege Permit 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, including but not limited to, sale of fuel, parts, service or maintenance of aircraft.~~

~~([Ord. No. 2008-36, § I, 12-4-2008](#) [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](#) ~~airport~~ as it sees fit, regardless of the desires and views of the [permittee](#) ~~Permittee~~, without interference or hindrance.

~~([Ord. No. 2008-36, § I, 12-4-2008](#) [Ord. No. 2008-36, § I, 12-4-2008](#))~~

19.03.120 - Repair of airport.

The Authority reserves the right to maintain and repair the [airport](#) ~~airport~~ as it feels best suited for the public.

~~([Ord. No. 2008-36, § I, 12-4-2008](#))~~

~~([Ord. No. 2008-36, § I, 12-4-2008](#))~~

19.03.130 - Permits subordinate to other agreements.

[Access Privilege](#) 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](#) [Ord. No. 2008-36, § I, 12-4-2008](#))~~

19.03.140 - Compliance with federal aviation regulations.

The [permittee](#) ~~Permittee~~ shall comply with Part 77 of the Federal Aviation Regulations regarding structure and height of facilities incident to the [permit](#) ~~Access Privilege Permit~~.

~~([Ord. No. 2008-36, § I, 12-4-2008](#) [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](#) ~~Permittee's~~ property.

~~([Ord. No. 2008-36, § I, 12-4-2008](#) [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](#) ~~Permittee's~~ negligence to maintain the [Permittee's](#) ~~accessway permits as required~~ [which is subject to the Access Privilege Permits](#).

~~([Ord. No. 2008-36, § I, 12-4-2008](#))~~

~~[Ord. No. 2008-36, § I, 12-4-2008](#))~~

19.03.170 - Repair of accessway.

The [permitteePermittee](#) shall repair or perform maintenance on the accessway [permittedutilized by Permittee](#) upon written notice from the Authority to proceed at the [permittee'sPermittee's](#) sole expense.

~~(Ord. No. 2008-36, § I, 12-4-2008)~~

(Ord. No. 2008-36, § I, 12-4-2008)

19.03.180 - Assurances by permittee.

Every [permitAccess Privilege Permit](#) issued pursuant to this chapter shall contain the following assurances by the [permitteePermittee](#):

1. The [permitteePermittee](#) 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 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 [permitteesPermittees](#), 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 [permitAccess Privilege 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 [permitteePermittee](#) 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 [permitAccess Privilege 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 [permitAccess Privilege Permit](#) by which [permitteePermittee](#) 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 [permitteePermittee](#) 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~~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~~Permittee assures that it will require that its covered sub-organizations provide assurance to the ~~permittee~~Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The ~~permittee~~Permittee by accepting a ~~permit~~an Access Privilege 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~~the 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~~Permittee.
9. The ~~permittee~~Permittee by accepting a ~~permit~~an Access Privilege 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~~the 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~~Permittee.

(~~Ord. No. 2008-36, § I, 12-4-2008~~)

Ord. No. 2008-36, § I, 12-4-2008)

19.03.190 — Controlling Authority; Severability.

The regulations set forth in this Chapter 19.03 shall be the controlling and exclusive regulations of all prospective Access Privilege Permits applied for and granted following the adoption of these regulations for through-the-fence access to the Airport and hereby supersedes and replaces all prior regulations adopted by the City or Authority controlling such through-the-fence access rights, including any regulations, "Through-The-Fence Regulations" or the "Through-The-Fence Aircraft Operation Permit Policy dated April 8, 1982" referenced in certain land property records relating to the John D Winter's Trust for property in proximity to the Airport.

Nothing in this chapter shall impair the rights of existing permittees ~~Permittees~~ who have written contracts or Access Privilege Permits or equivalent with the City- or Authority. However, to the extent existing permittees ~~Permittees~~ wish to obtain the benefits of this chapter, they must in writing agree to accept all the provisions hereof: and confirm adoption hereto.

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~~ Ord. No. 2008-36, § I, 12-4-2008)