

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.27  
(ID # 21454)

MEETING DATE:  
Tuesday, May 02, 2023

FROM : TLMA - AVIATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Approval of the Hemet-Ryan Airport - Hangar Lease Agreement between the County of Riverside, as Lessor, and Mathew Delisio, as Lessee, Hemet, CA, CEQA Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3), District 5. [\$950 Total Cost – TLMA Aviation Fund 100%] (Clerk to file Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Find** that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities exemption and Section 15061(b)(3) "Common Sense" exemption;
2. **Approve** the attached Hemet Ryan Airport – Hangar Lease Agreement between the County of Riverside, as lessor, and Mathew Delisio, as lessee and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. **Direct** the Clerk of the Board to file the attached Notice of Exemption with the County Clerk within five (5) working days of approval by the Board.

ACTION: Policy

Charissa Leach, TLMA Director

4/12/2023

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: May 2, 2023  
xc: Aviation, Recorder

Kimberly A. Rector,  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 950	\$ 0	\$ 950	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: TLMA Aviation Revenue Fund 100%</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 2022/23 – 2027/28</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The County of Riverside, a political subdivision of the State of California (“County”), owns a 4,200 square foot hangar and adjacent 2,500 square foot hangar, both located at the Hemet-Ryan Airport, located in the County of Riverside, State of California identified by Assessor’s Parcel Number 456-020-002 (“Property”).

Matthew Delisio, an individual, as lessee (“Lessee”), and the County, as Lessor, entered into the Hemet-Ryan Airport – Hangar Lease Agreement dated December 1, 2017 (“Original Lease”) for use of the Property. The term of the Original Lease expired on November 30, 2020, and the Lessee has remained on the Property under a month-to-month holdover. Lessee is now requesting a five-year lease renewal, to continue the operation of his aircraft storage and specialized service business of reconditioning and remarketing aircraft (“Lease”).

The County Transportation and Land Management – Aviation Division (“TLMA-Aviation Division”), and Lessee have negotiated and agreed to the attached Hemet-Ryan Airport – Hangar Lease Agreement, which includes terms and conditions as summarized below.

The terms of the Hemet-Ryan Airport – Hangar Lease Agreement are summarized below:

Lessee: Matthew Delisio, an individual

Premises: Hemet-Ryan Airport  
North Side of Premises

Size: 4,200 SF Hangar  
2,500 SF Hangar

Term: Five (5) Years

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

Rent: \$1,300.00 per month

Escalation: Annual CPI increases each July 1<sup>st</sup>, commencing July 2024  
Mark to Market Adjustment, commencing July 1, 2025

Option to Terminate: Either Party with thirty (30) days written notice

The Original Lease coupled with the proposed Lease will result in a term exceeding the ten (10) year threshold for exclusion from the alternative bidding procedures as set forth in Ordinance No. 861, Section 5. Because of this, review and approval by the Board is necessary.

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301 class 1-Existing Facilities exemption and Section 15061(b)(3) "Common Sense" exemption.

The Housing and Community Development (HCD) division has declared the subject property is not a disposition of surplus land as defined by the Surplus Land Act Guidelines (SLA) and is therefore not subject to the SLA as set forth in the attached email.

County Counsel has reviewed and approved the attached drafted Hemet-Ryan Airport – Hangar Lease Agreement. Staff recommends that the Board approve the Hangar Lease Agreement in the interest of self-sustainability by consistent collection of revenue, as well as the benefit of maintaining positive relationships between Lessees and Lessor.

**Impact on Residents and Businesses**

Lessee will continue to conduct his aircraft storage and specialized service business of reconditioning and remarketing aircraft on the Premises, which will provide much needed aeronautical related activity and storage at the Hemet-Ryan Airport.

**Contract History**

Lease December 1, 2017

**Additional Fiscal Information**

No Net County Cost will be incurred, and no budget adjustment is necessary, however, the TLMA- Aviation has incurred costs associated with this transaction. County Counsel and


**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

Facilities Management costs to date in the approximate amount of \$950 will be reimbursed from the TLMA- Aviation Revenue Fund.

County Counsel Review	\$ 900
CEQA NOE	\$ 50
<b>Total</b>	<b>\$ 950</b>

**Attachments:**

- Hemet-Ryan Airport - Hangar Lease Agreement
- Notice of Exemption
- Aerial Map
- HCD Correspondence
- HCD Non Disposal Letter

  
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Jason Farin, Principal Management Analyst 4/26/2023

  
\_\_\_\_\_  
Aaron Gettis, Deputy County Counsel 4/19/2023



County of Riverside  
TLMA Aviation  
4080 Lemon Street, 14<sup>th</sup> Floor, Riverside, CA 92501

**FILED / POSTED**

County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

E-202300483  
05/04/2023 12:58 PM Fee: \$ 50.00  
Page 1 of 3

Removed: By: Deputy



## NOTICE OF EXEMPTION

April 12, 2023

**Project Name:** Approval of the Hemet-Ryan Airport - Hangar Lease Agreement between the County of Riverside, as Lessor, and Mathew Delisio, as Lessee, Hemet, CA

**Project Location:** Hemet-Ryan Airport, Assessor Parcel Number 456-020-002 (a portion)

**Description of Project:** The County of Riverside, a political subdivision of the State of California ("County"), owns a 4,200 square foot hangar and adjacent 2,500 square foot hangar, both located at the Hemet-Ryan Airport, located in the County of Riverside, State of California identified by Assessor's Parcel Number 456-020-002 ("Property").

Matthew Delisio, an individual, as lessee ("Lessee"), and the County, as Lessor, entered into the Hemet-Ryan Airport - Hangar Lease Agreement dated December 1, 2017 ("Original Lease") for use of the Property. The term of the Original Lease expired on November 30, 2020, and the Lessee has remained on the Property under a month-to-month holdover. The County and Lessee negotiated a Hemet-Ryan Airport- Hangar Lease Agreement ("Lease") for a five-year lease renewal, to continue the operation of his aircraft storage and specialized service business of reconditioning and remarketing of aircraft .

The Lease has been identified as a proposed project under the California Environmental Quality Act (CEQA) because a discretionary action is required for approval. Approval of the Lease will provide the Lessee with a lease term renewal and will not result in any direct effects on the environment. Subsequently, this Lease will not result in any significant environmental impacts or include any mitigation measures.

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P. O. Box 1605 • Riverside, California 92502-1605

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**Name of Public Agency Approving Project:** County of Riverside

**Name of Person or Agency Carrying Out Project:** Riverside County Transportation and Land Management Agency – Aviation Division

**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b)(3), General Rule or “Common Sense” Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

**Reason Why Project is Exempt:** The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project is limited to an expansion to the Leased Premises by Ramko and does not include a new development. Furthermore, this project would not result in any physical direct or reasonably foreseeable indirect impacts to the environment.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The project, as proposed, will be consistent with the existing land use and would not result in a physical change to the property. These improvements fall within the criteria identified in Section 15301 (c) and (d) which allow for the repair and maintenance of existing transportation facilities and rehabilitation of structures and facilities to meet standards of health and safety. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or ‘it can be seen with certainty that the activity in question will not have a significant effect on the environment’, no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. Approval of the Lease would result in the same continued operation of the Property, and will not create any new significant direct or indirect environmental impacts. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Signed: Jose Ruiz Date: 04/12/2023  
Jose Ruiz, Senior Real Property  
Agent, County of Riverside  
TLMA-Aviation Division

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**Hemet-Ryan Airport  
Hangar Lease Agreement**

This Hangar Lease Agreement ("Lease"), dated 10<sup>th</sup> April, 2023, is entered into by and between the **County of Riverside**, a political subdivision of the State of California, as lessor, ("County" or "Lessor"), and Matthew Delisio, an individual, as lessee ("Lessee"), collectively referred to herein as the "Parties," and individually as a "Party" under the following terms and conditions:

**RECITALS**

**WHEREAS**, County owns and operates the Hemet-Ryan Airport, located in the County of Riverside, State of California identified as Assessor's Parcel No. 456-020-002 as depicted on site map attached hereto as Exhibit A-1 and incorporated herein by this reference ("Airport");

**WHEREAS**, County owns a 4,200 square foot hangar and adjacent 2,500 square foot hanger, both located on the Airport as depicted on the site map attached hereto as Exhibit A-2 and incorporated herein by this reference ("Hangars"); and

**WHEREAS**, County desires to lease the Hangars to Lessee for the storage of aircraft and Lessee desires to Lease the Hangar from County on the terms and conditions specified below.

**NOW THEREFORE**, in consideration of the payments to be made hereunder and the covenants and agreements contained herein, County hereby leases to Lessee and Lessee hereby leases from County the real property described below, and under the following terms and conditions.

1. **Property Description.** The property leased herein is located within the Hemet-Ryan Airport, County of Riverside, State of California, and consists of an approximately 4,200 square foot aircraft hangar building and adjacent 2,500 square foot



aircraft hangar building (“Hangars”) and adjacent site area as depicted on the Site Plan attached hereto as Exhibit “A-2” and incorporated herein by this reference (“Leased Premises”). Lessee acknowledges and agrees that Lessee does not have fee title interest to the Airport or any portion thereof. Lessee further acknowledges and agrees that Lessee’s interest is limited to a leasehold interest in that certain portion of the Airport defined herein as the “Leased Premises.”

2. **Term.** This Lease shall commence as of the first day of the month following the Effective Date (as defined in Section 48) (“Commencement Date”) and shall terminate five (5) years thereafter, unless earlier terminated (“Lease Term” or “Term”). Any such holdover shall be deemed to be a tenancy from month-to-month. Lessor’s acceptance of such rent shall not adversely affect Lessor’s other rights and remedies under the Lease, including Lessors right to evict Lessee and to recover all damages. In no event shall any holdover be deemed a permitted extension or renewal of the Lease, and nothing contained in this Lease shall be construed to constitute Lessor’s consent to any holdover or give Lessee any right with respect to such holdover.

3. **Use.** The Leased Premises shall be primarily used for aircraft storage for both company and recovered aircraft and no other use or purpose without the prior written consent of Lessor. Lessee’s use of the Leased Premises is subject to the Regulations for County Airports Ordinance 576, attached hereto as Exhibit “D” and incorporated herein by this reference. Unless otherwise approved in writing by Lessor, all aircraft stored on the Leased Premises shall be in an operable condition except during the course of actual repair work. Unless approved in writing by Lessor, except as specifically authorized herein, only short-term storage, not to exceed thirty (30) days of any other items within the Leased Premises including, but not limited to, parts, equipment, boats, watercraft, travel trailers, motorhomes or other vehicles except where

storage of an automobile is incidental to the use of the aircraft is permitted. No personal equipment may be stored outside of the Hangar.

Only minor maintenance allowed under Federal Aviation Regulation Part 91 is permitted within the Hangar and the Leased Premises. Other aircraft repair, service and maintenance are prohibited. Such work may be performed only at such times and in such places as may be specifically authorized by County for such purposes. Lessee shall not use or store any flammable or polluting substance (other than fuel in aircraft or small amounts of oil in proper containers) on the Leased Premises, within the Hangar, or elsewhere at the Airport except with the express written consent of Lessor. The use of combustible chemicals, cleaning solvents, paint stripper, aircraft washing, painting or welding is strictly prohibited except as may be authorized in writing by the County at its sole discretion.

The aircraft to be stored in the Leased Premises shall be owned by the Lessee and is described as follows:

Make and Model: LA200-LAKE N91014 - Cherokee 6 N85545J  
Cessna 150/152 N6757F - Ultralight N10085  
Identification Number: Luscomb 20841K 8B Twin Comanche N85304

Should the aircraft be sold, it must be replaced with another aircraft owned by Lessee within sixty (60) days. Lessee agrees to notify County within ten (10) days of any such sale and supply County with the make, model and identification number of the replacement aircraft. In addition, Lessee shall provide all required Certificates of Insurance, endorsements and any other documentation required herein with respect to the replacement aircraft being stored in the hangar.

Unless authorized to enter onto the Airport's aircraft movement area by County evidenced by issuance of a gate card, all motor vehicles and trailers occupying the Airport because of Lessee's use of the Leased Premises shall be parked in public parking lots designed by Lessor, display current license tags and meet any and all California

environmental and insurance requirements. Lessee must ensure the safe operation of all Lessee vehicles and trailers and Lessee invitee/guest vehicles and trailers while on the Airport. Aircraft always have the right-of-way on Airport property. Lessee vehicles shall not enter any aircraft operating area. Conditions may arise where it may be necessary for County to withdraw, temporarily and/or permanently, without prior notice, the privilege of parking motor vehicles in any assigned area. Lessee shall not exercise the rights granted herein in any manner which would interfere with the departure or arrival of aircraft at the Airport or interfere with rights granted by County to other Lessees, users or customers at the Airport.

4. **Rent.** Lessee shall pay to County as base rent for the use and occupancy of the Leased Premises, including the Hangars, monthly rent equal to One Thousand Three-Hundred Dollars 00/100 (\$1,300.00) ("Base Rent"). Said Base Rent is due and payable in advance on the first of each month. The Base Rent shall be considered delinquent, if not paid by the 10<sup>th</sup> of the month.

(a) **Late Fee.** If the monthly rent becomes delinquent, Lessee shall be charged a late fee equivalent to ten percent (10%) of the delinquent rental amount, exclusive of late fees, for each month that rent is delinquent.

(b) **Base Rent Adjustment Mark to Market Value.** Beginning July 1, 2025, and every fifth (5<sup>th</sup>) year thereafter, the Base Rent shall be adjusted to one-twelfth (1/12) of eight percent (8%) of the then-current fair market value of the Leased Premises. Said fair market value shall be for the land and shall not include the value of the existing Industrial Building. In no event will application of this Section 4(b) result in a monthly rental amount lower than the highest previous monthly rental amount. A property appraisal for the purpose of establishing the adjusted Base Rent is to be performed by an independent certified appraiser, knowledgeable in aviation appraising and in good standing with the American Institute of Real Estate Appraisers. The appraiser is to be

procured and paid for by Lessor. Once established, said rent shall be adjusted annually in the manner set forth in Section 4(c) below. Lessee acknowledges and agrees that failure to pay such adjusted Base Rent amount shall constitute a default hereunder.

(c) Rental Increases. Beginning July 1, 2024, and at each July 1<sup>st</sup> thereafter, except for dates coinciding with the appraisals conducted every fifth year as referenced in 4(b) above, the Base Rent shall be adjusted by the percentage change in the Consumer Price Index, All Urban Consumers, Riverside-San Bernardino-Ontario Area for the twelve (12) month period ending three months before the month of rent adjustment under this paragraph. In no event will application of this paragraph result in a monthly rental amount lower than the highest previous monthly rental amount.

**5. Security Deposit** Prior to the Effective Date, Lessee shall deposit with County a security deposit in the amount of Four-Hundred Dollars (\$400.00) in addition to the Nine-Hundred Dollars (\$900.00) deposit previously provided pursuant to the lease agreement dated December 1, 2017 as and for a total deposit of One Thousand Three-Hundred Dollars (\$1,300.00) ("Security Deposit") as security for the full and faithful performance by Lessee of the terms, conditions and covenants of this Lease.

(a) If at any time during the Term of this Lease, Lessee defaults in the payment of Base Rent, or any portion of the Base Rent, under this Lease, County may appropriate and apply any portion of the Security Deposit reasonably necessary to remedy any such default in the payment of rent.

(b) If upon termination of this Lease, Lessee fails to leave the hangar in a clean condition or leaves the Leased premises damaged beyond ordinary wear and tear, the County may appropriate and apply any portion of the Security Deposit reasonably necessary to put the hangar in clean and repaired condition.

(c) County shall return to Lessee the portion of the Security Deposit remaining after any deductions authorized by this Section 5 or by applicable law. Lessee

shall not be entitled to any interest earned on any portion of the Security Deposit, such interest, if any accrued, shall be the sole property of Lessor.

**6. Utilities.**

(a) During the Term of this Lease, Lessee shall pay or cause to be paid and shall indemnify, defend and hold County and the Airport harmless from all charges for water, sewage, trash removal, gas, heat, steam, internet, telephone service and all other services and utilities used, rendered or supplied to, on or in the Leased Premises including the Hangar during the Term.

(b) During the Term of this Lease, the County shall pay or cause to be paid the charges for electricity, in connection with the Leased Premises.

**7. Maintenance of Leased Premises**

(a) During the Term of the Lease including any Lease extensions, Lessee shall maintain the Leased Premises, approaches thereto, and improvements now or hereafter located thereon, in good, safe and sanitary order, condition, and repair. Throughout the Term of this Lease, Lessee shall, at Lessee's sole cost and expense, maintain or cause to be maintained the Leased Premises and the improvements now or hereafter located on the Leased Premises in good and clean condition and repair, free of debris, and in compliance with (i) all Governmental Restrictions (defined below), and (ii) all applicable rules, orders, and regulations of any insurance company insuring all or any part of the Leased Premises or the improvements thereon or both, and Lessee shall make or cause to be made whatever repairs and replacements are required by such enactments or provisions or future enactments or provisions. The term "Governmental Restrictions" used herein shall mean and include any and all laws, statutes, official policies, ordinances, codes, formal decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval or authorizations of any governmental entity, agency or political subdivision, now in force or hereafter adopted, which are applicable to the

Leased Premises or the use thereof as of the date such term is being applied. If Lessee fails to perform Lessee's obligations under this Section 7(i), County shall have the right to enter upon the Leased Premises after ten (10) days prior written notice to Lessee (except in the event of an emergency, in which case no notice shall be required), perform such maintenance and repair obligations on Lessee's behalf, and Lessee shall be fully responsible for and shall promptly pay to County an amount equal to 115% of all costs thereof. Lessee acknowledges and agrees that failure to pay the aforementioned costs shall constitute a default under this Lease. County shall have no obligation to maintain the Leased Premises pursuant to Section 28 below.

**8. Additional Obligations of Lessee During Term.** Lessee shall, during the Term of this Lease, including any extensions, perform and adhere to the following obligations:

(a) Lessee shall observe and obey, and cause its employees, agents, invitees, sublessees, and those doing business with it to observe and obey, all such rules and regulations of County and the Federal Aviation Administration which are now in effect or which may hereafter be promulgated.

(b) Lessee shall operate the Leased Premises and perform services for the use and benefit of the general public without discrimination on the grounds of race, religion, color or national origin or in any manner prohibited by Part 15 of the Federal Aviation Administration Regulations;

(c) Lessee shall provide janitorial services for interior, exterior, and grounds of Leased Premises at Lessee's own expense;

(d) Lessee shall not engage in the painting of aircraft (other than small "spot" painting jobs in connection with repairs) within any buildings, unless or until it has been established therein a regular paint shop which is adequately enclosed and vented, and has been inspected and approved, in writing, by representative of the FAA and

County of Riverside's Fire and Building and Safety Departments, meet all other local, state and federal laws and regulation and all applicable permits have been obtained. Under no circumstances is painting permitted without the express, written approval of Lessor.

(e) Lessee shall surrender said Leased Premises and improvements thereon in such good, safe and sanitary condition, reasonable use and wear thereof and damages by fire, acts of God, war, civil insurrection, or by the elements excepted. All improvements, alterations, and fixtures constructed by the Lessee on the Leased Premises shall remain with the Lessee until the Lease is terminated, legally relinquished, abandoned or upon the expiration of Lease including any hold-over period. Upon termination, relinquishment, abandonment or upon the expiration of the Lease (including any hold-over period), legal title to all improvements constructed by the Lessee shall cease to exist, and all interest associated therewith reverts to the Lessor. Lessee shall have the full and exclusive use and enjoyment of improvements, alterations, and fixtures during the term of this Lease. At or prior to the expiration of this Lease, Lessee shall remove, at its expense, such trade fixtures and restore Leased Premises to their original shape and condition as nearly as practicable but no less than neat, clean and appealing. In the event Lessee does not remove such trade fixtures, they shall become the property of the County for no further consideration of any kind, and Lessee acknowledges and agrees that County shall have the right to charge Lessee for removal of any trade fixtures that so remain by Lessee upon the expiration or early termination of the Lease.

(f) On every January 1 and July 1 during the Term of this Lease, including any extensions, Lessee shall provide to County the Aircraft Registration Number, ownership information and insurance verifications for each aircraft based on the premises.

9. **Permits, Licenses and Taxes.** Lessee shall secure, at its expense, all necessary permits and licenses as it may be required to obtain regarding the construction, operation, maintenance, and termination or abandonment of activities upon the Leased Premises, and Lessee shall pay for all fees and taxes levied or required by any authorized public entity. Lessee acknowledges and agrees that this Lease may create a possessory interest subject to property taxation and that Lessee may be subject to the payment of property taxes levied on such interest. Lessee acknowledges, understands and agrees that Lessee is solely responsible for the timely payment and satisfaction of all taxes incurred as a result of this Lease.

10. **Improvements.**

(a) Lessee shall not perform any improvements or alterations to the Leased Premises without County's prior written approval.

(b) All improvements shall be completed at Lessee's sole cost. Lessee shall pay for construction of any required utility extensions and hookups (including all related fees and charges) and any access road improvements. Lessee shall independently verify availability of all services required for their use. Plans for all improvements are to be submitted to County for written approval prior to start of any construction.

Lessee acknowledges and agrees that such improvements, alterations, and installation of fixtures may be subject to County Ordinance Nos. 348 and 457, as well as other applicable County ordinances, and that Lessee shall fully comply with such ordinances prior to the commencement of any construction in connection therewith.

11. **Intentionally Deleted.**

12. **Compliance with Law.** Lessee shall, at its sole cost and expense, comply with all of the requirements of all governmental agencies now in force, or which may hereafter be in force, pertaining to the Leased Premises, and any improvements



hereafter constructed or maintained thereon, and Lessee shall faithfully observe all laws and ordinances, including but not limited to, the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA), now or hereafter in force in the use of the Leased Premises. Lessee shall also comply with all applicable federal, state and local laws and regulations and County ordinances. In the event there is a conflict between the various laws or regulations that may apply, Lessee shall comply with the more restrictive law or regulation now or hereafter in force in the use of the Leased Premises.

**13. County's Reserved Rights.**

(a) The Leased Premises is accepted by Lessee subject to any and all existing easements or other encumbrances, and County shall have the right to enter upon the Leased Premises and to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water, oil and gas pipelines, and telephone and telegraph power lines and such other facilities and appurtenances necessary or convenient to use in connection therewith, over, in, upon, through, across and along the Leased Premises or any part thereof. County also reserves the right to grant franchises, easements, rights of way and permits in, over and upon, along or across any and all portions of said Leased Premises as County may elect; provided, however, that no right of the County provided for in this paragraph shall be executed so as to interfere unreasonably with Lessee's use hereunder, or impair the security of any secured creditor of Lessee. County shall cause the surface of the Leased Premises to be restored to its original condition (as they existed prior to any such entry) upon the completion of any construction by County or its agents. In the event such construction renders any portion of the Leased Premises unusable, the rent shall abate pro rata as to such unusable portion during the period of such construction. Any right of County set forth in this paragraph shall not be exercised unless

a prior written notice of five(5) days is given to Lessee; provided, however, in the event such right must be exercised by reason of emergency, then County shall give Lessee such notice in writing as is reasonable under the existing circumstances.

(b) County reserves the right to further develop or improve the aircraft operating area of Airport as it deems appropriate. County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected, any building or other structure on the Airport, which in the opinion of Lessor, would limit usefulness of the Airport or constitute a hazard to aircraft.

(c) During the time of war or national emergency, County shall have the right to lease the landing area of the Airport, or any part thereof, to the United States Government ("Government") for military use and, if such lease is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of such lease to the Government, shall be suspended. In that event, a just and proportionate part of the rent hereunder shall be abated, and the period of such closure shall be added to the Term of this Lease, or any extensions thereof, so as to extend and postpone the expiration thereof unless Lessee otherwise elects to terminate this Lease.

(d) Notwithstanding any provisions herein, this Lease shall be subordinate to the provisions of any existing or future agreement between County and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to County of Federal funds for the development of said airport.

(e) This Lease is subject to the provisions set forth in Exhibit "B" (Federally Required Lease Provisions), attached hereto and incorporated herein by this reference.

14. **Taxiways.** Lessee grants to County a non-exclusive easement on any and all taxiways included in the Leased Premises for the public's ingress and egress to ramps and runways for the specific purposes of landing, take-off, and taxiing of tenant's or invitee's aircraft. All such uses shall be in accordance with the laws of the United States of America and the State of California, and the rules and regulation promulgated by their authority with respect to aviation and navigation, and in accordance with all reasonable rules and regulations, and applicable ordinances of the Lessor.

15. **Inspection of Premises.** Lessor, through their duly authorized agents, shall have, upon reasonable notice, during normal business hours, the right to enter the Leased Premises for the purpose of inspecting, monitoring and evaluating the obligations of Lessee hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this provided that the inspection does not unreasonably interfere with Lessee's business.

16. **Quiet Enjoyment.** Lessee shall have, hold, and quietly enjoy the use of the Leased Premises so long as Lessee shall fully and faithfully perform the terms and conditions that the Lessee is required to do under this Lease.

17. **Compliance with Government Regulations.** Lessee shall, at Lessee's sole cost and expense, comply with the requirements of all local, state, and federal statutes, regulations, rules, ordinances, and orders now in force or which may be hereafter in force, pertaining to the Leased Premises. Lessee shall also comply with all rules and regulations of the Federal Aviation Administration. The final judgment, decree, or order of any Court of competent jurisdiction, or the admission of Lessee in any action or proceedings against Lessee, whether Lessee is a party thereto or not, that Lessee has violated any such statutes, regulations, rules, ordinances, or orders in the use of the Leased Premises, shall be conclusive of that fact as between County and Lessee.

**18. Discrimination or Segregation**

(a) Lessee shall not discriminate in Lessee's recruiting, hiring, promotion, demotion or termination practice on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition, or marital status with respect to its use of the Leased Premises hereunder, and Lessee shall comply with the provisions of the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P. L. 88-352), and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all Administrative Rules and Regulations issued pursuant to said acts and orders with respect to its use of the Leased Premises.

(b) Lessee shall not discriminate against or cause the segregation of any person or group of persons on account of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition, or marital status in the occupancy, use, tenure or enjoyment of the Leased Premises, nor shall Lessee, or any person claiming under or through Lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of any persons within the Leased Premises.

(c) Lessee assures that it will undertake an affirmative action program as required by 49 CFR, Part 21, 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 49 CFR, Part 21, with respect to its use of the Leased Premises. Lessee further assures that no person shall be excluded on these grounds from participating in or receiving services or benefits of any program or activity covered herein with respect to its use of the Leased Premises. Lessee further assures that it will require that its subcontractors and independent contractors provide assurance to Lessee that they similarly will undertake affirmative action programs and that they will require

assurances from their subcontractors and independent contractors, as required by 49 CFR, Part 21, to the same effect with respect to their use of the Leased Premises.

**19. Right to Terminate.** Either party shall have the option to terminate this Lease without cause and by providing thirty (30) days written notice of such intent to terminate to the other Party.

**20. Default.**

(a) Failure or delay by either party to perform any term or provision of this Lease constitutes a default under this Lease. The party who fails or delays must commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.

(b) The injured party shall give written notice of default to the party in default ("Notice of Default"), specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Lease, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies.

(c) Except as otherwise provided herein, if a monetary event of default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default written notice of such default. The party in default shall have a period of seven (7) calendar days after such notice is received or deemed received within which to cure the default prior to exercise of remedies by the injured party.

(d) If non-monetary event of default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default notice of such

default. If the default is reasonably capable of being cured within thirty (30) calendar days after such notice is received or deemed received, the party in default shall have such period to effect a cure prior to exercise of remedies by the injured party. If the default is such that it is not reasonably capable of being cured within thirty (30) calendar days after such notice is received, and the party in default (1) initiates corrective action within said period, and (2) diligently, continually, and in good faith works to effect a cure as soon as possible, then the party in default shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the injured party, but in no event no more than forty-five (45) days of receipt of such notice of default from the injured party.

**21. Eminent Domain.** If any portion of the Leased Premises shall be taken by eminent domain and a portion thereof remains which is usable by Lessee, in its discretion, for the purposes set forth in Section 3 herein, this Lease shall, as to the part taken, terminate as of the date title shall vest in the condemnor, or the date prejudgment possession is obtained through a court of competent jurisdiction, whichever is earlier, and the rent payable hereunder shall abate pro rata as to the part taken; provided, however, in such event County reserves the right to terminate this Lease as of the date when title to the part taken vests in the condemnor or as of such date of prejudgment possession. If all of the Leased Premises are taken by eminent domain, or such part be taken so that the Leased Premises are rendered unusable for the purposes set forth in Section 3 herein, this Lease shall terminate. If a part or all of the Leased Premises be so taken, all compensation awarded upon such taking shall be apportioned between County and Lessee according to law.

**22. Hold Harmless/Indemnification.** Lessee shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and

appointed officials, employees, agents and representatives (the "Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death, based or asserted upon any services of Lessee, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Lease and Lessee shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the Indemnified Parties in any claim or action based upon such liability.

With respect to any action or claim subject to indemnification herein by Lessee, Lessee shall, at Lessee's sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Lessor; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Lessee's indemnification to the Indemnified Parties as set forth herein.

Lessee's obligation hereunder shall be satisfied when Lessee has provided County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Lease shall in no way limit or circumscribe Lessee's obligations to indemnify and hold harmless the Indemnified Parties herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Lessee from indemnifying the Indemnified Parties to the fullest extent allowed by law.

Lessee shall require each sub-lessee and/or contractor of every tier to indemnify the County of Riverside relating to any claim(s) arising from their sub-lease and/or contract.

**23. Insurance.** Lessee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the Term of this Lease, including any extensions. These requirements, with the approval of the County's Risk Manager, may be modified to reflect the activities associated with the Lessee provided that any changes are reasonable in nature and consistent with industry standards. The procurement and maintenance of the insurance required below will not diminish or limit Lessee's obligation to indemnify or hold the County harmless. Lessee agrees to have in place insurance coverage as it is required and applicable.

(a) Workers Compensation. Lessee shall maintain statutory Workers' Compensation Insurance (Coverage A) as described by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to provide a Waiver of Subrogation in favor of the County of Riverside its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives. Policy shall name the County as Additional Insureds.

(b) Airport General Liability. Lessee shall maintain Airport General Liability Insurance coverage including, but not limited to, premises/operations liability, contractual liability, products and completed operations liability, independent contractors, personal and advertising injury liability covering all claims or lawsuits of any nature whatsoever which may arise from or out of Lessee's performance under the terms of the Lease. Policy shall name all the County of Riverside its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$3,000,000 per occurrence combined single limit and in the annual aggregate as applicable. The policy



shall be endorsed to provide Hangar Keeper's Legal Liability Insurance (Ground and In-Flight) providing coverage for aircraft in the care, custody or control of the Lessee. Policy shall include coverage for the Named Insured's use of unlicensed vehicles on Airport Premises. The foregoing policy limits of liability are subject to adjustment by County as provided for in Section 3 above.

(c) Vehicle Liability. Lessee shall maintain liability insurance for all owned, non-owned, or hired vehicles used in the performance of this Lease in an amount not less than \$1,000,000 per occurrence combined single limit. The policy shall be endorsed to name all the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives. This coverage may be included in the Airport General Liability policy. Proof of the foregoing coverage will be required before issuing vehicle gate cards. Policy shall name the County as Additional Insureds.

(d) Aircraft Liability Insurance.

1) Aircraft Liability - Lessee shall provide Aircraft Liability insurance for all owned and non-owned aircraft operated by the Lessee in an amount not less than \$3,000,000 combined single limit per occurrence for bodily injury, including death and property damage and coverage shall include, but is not limited to, products/completed operations and contractual liability. The policy will be endorsed to name all The County of Riverside, its Agencies, Districts, Special Districts, and Departments, its respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representative as Additional Insureds.

(e) All Risk Property Insurance:

(1) All-Risk real and personal insurance coverage, including earthquake and flood if applicable, for the full replacement cost value of building,

structures, fixtures, equipment, improvements/alterations and systems on the premises for property that the Lessee owns or is contractually responsible for. Policy shall include Business Interruption, Extra Expense, and Expediting Expense to cover the actual loss of business income sustained during the restoration period. Policy shall name the County as a Loss Payee and provide a Waiver of Subrogation in favor of the Lessor.

(2) Boiler & Machinery insurance coverage on a full replacement cost value basis. Policy shall provide Business Interruption, Extra Expense, and Expediting Expense coverage as well as coverage for off-premises power failure. Policy shall name the County as a Loss Payee and contain a Waiver of Subrogation in favor of the Lessor.

(f) General Insurance Provisions – All Lines:

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A: VIII (A:8).

(2) Insurance deductibles or self-insured retentions must be declared by the Lessee's insurance carrier(s), and such deductibles and retentions shall have the prior written consent from the County's Risk Manager. Upon notification of deductibles or self-insured retentions unacceptable to the Lessor, and at the election of the County's Risk Manager, Lessee's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Lease with the Lessor; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) Cause Lessee's insurance carrier(s) to furnish the County with either: 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or 2) if requested

to do so in writing by the County Risk Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County prior to any material modification of coverage or cancellation of such insurance. In the event of a material modification of coverage or cancellation of such insurance, this Lease shall terminate forthwith, unless the County receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or, if requested, certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Lessee shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or, if requested, policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the endorsements for each policy and the Certificate of Insurance.

(4) It is understood and agreed by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(5) County's Reserved Rights - Insurance. If during the Term of this Lease, including any extensions, there is a material change in the scope of services or performance of work the County reserves the right to adjust the types of insurance required under this Lease and the monetary limits of liability for the insurance coverages currently required herein, if, in the Assistant County Executive Officer – Economic

Development Agency's reasonable judgment, upon advice of the County Risk Manager, the amount or type of insurance carried by the Lessee has become inadequate. The Lessee agrees to notify the County of any plan or change of plan for the Lessee's operations and such notification shall occur prior to implementing any such change.

Beginning November 1, 2024, and every fifth year thereafter during the Term of this Lease, or any extension thereof, County reserves the right to adjust the monetary limits of insurance coverage as required in Section 23 and 24 of this Lease.

(6) Lessee shall notify County in writing of any claim made by a third party or any incident or event that may give rise to a claim arising from this Lease.

**24. Insurance for Contractors.** During the Lease Term, including any extensions Lessee shall require each of its contractors to meet all insurance requirements imposed by this Lease. These requirements, with the written approval of the County's Risk Manager, may be modified to reflect the activities associated with the contractor. On every sublease or contract the Lessee shall have the contractor name the Lessee and the County by endorsement as an additional insured and/or have the contractor provide an endorsement waiving subrogation in favor of the

Lessee and the County on every contractor's insurance policy, as applicable. Certificates and endorsements evidencing compliance with this section will be provided to the County prior to any contract work taking place.

**25. Acceptance of Leased Premises.** Prior to the commencement of the Lease Term, Lessee, at Lessee's sole expense, shall have investigated and approved the physical condition of, and the condition of title with respect to, the Leased Premises.

County makes no representation or warranty, expressed or implied, regarding any conditions of the Leased Premises. Lessee acknowledges and agrees that County makes no representation or warranty, express or implied, written or oral, with respect to the condition of the Leased Premises, or its fitness, or availability for any particular use.

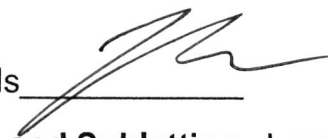
County makes no representations, express or implied, with respect to the legality, fitness, or desirability of the Leased Premises for Lessee's intended use. If Lessee desires to do so, Lessee shall have the right to conduct its own investigation, to its satisfaction, with respect to any matters affecting lessee's ability to use the Leased Premises for Lessee's intended use. The Lessee represents that it has inspected the Leased Premises and acknowledges and agrees that the Leased Premises shall be delivered from County to Lessee in an "as is" physical condition, with no warranty, express or implied by County as to the presence of hazardous substances, or the condition of the soil, its geology or the presence of known or unknown faults, and fully assumes any and all risk associated with the use thereof. County shall not be liable to Lessee, its officers, agents, employees, subcontractors or independent contractors for any bodily injury, personal injury or property damage suffered by them or others which may result from hidden, latent or other dangerous conditions in, on upon or within the Leased Premises. If the condition of the Leased Premises is not in all respects entirely suitable for the use or uses to which such Leased Premises will be put, then it is the sole responsibility and obligation of Lessee to place the Leased Premises in all respects in a condition entirely suitable for the development thereof, solely at Lessee's expense.

Effective at the commencement of the Lease Term, Lessee waives, releases and discharges Lessor, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, Board of Commissioners, elected and appointed officials, employees, agents, representatives and attorneys, from any and all present and future claims, demands, suits, legal and administrative proceedings, and from all liability for damages, losses, costs, liabilities, fees and expenses (including without limitation, attorneys' fees) arising out of in any way connected with the County's or Lessee's use, maintenance, ownership or operation of the Leased Premises, any hazardous substances on the Leased Premises, or the existence of hazardous

substances contamination in any state on the Leased Premises, however the hazardous substances came to be placed there. Lessee acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

To the extent of the release set forth in this Section 25, Lessee hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of California Civil Code.

Lessee Initials 

**26. Assignment and Subletting.** Lessee shall not assign or attempt to assign or sublet all or any part of this Lease or any right or interest herein, nor make any total or partial sale, transfer, conveyance or assignment of the whole or any part of the Lessee's interest in the Leased Premises or the Improvements thereon, or sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties or obligations hereunder.

**27. Damage or Destruction.**

(a) In the event any of the improvements are damaged by an insured casualty, Lessee shall promptly remove the debris resulting from such event, and within a reasonable time thereafter shall apply insurance proceeds to the repair or restoration of the improvements so damaged to their condition immediately prior to such casualty, such repair or restoration to be performed in accordance with all provisions of this Lease.

(b) In the event any of the Improvements are damaged by an uninsured casualty, or the insurance proceeds are insufficient to repair or restore the Improvements

to their condition prior to the casualty, Lessee shall promptly remove the debris resulting from such event, and within a reasonable time thereafter shall either (i) repair or restore the improvements so damaged to the extent economically feasible, such repair or restoration to be performed in accordance with all provisions of this Lease, or (ii) erect other Improvements in such location, provided all provisions of this Lease are complied with to the extent economically feasible, or (iii) if the damage occurs during the last year of the Lease, demolish the damaged portion of such improvements, restore any remaining improvements to an architectural whole, remove all rubbish, and pave or plant grass and otherwise restore the area to a neat, orderly, sanitary and attractive condition. County shall have the option to choose among the aforesaid alternatives, but Lessee shall be obligated to perform one of such alternatives. Lessee shall give notice to County within a reasonable time of which alternative it elects.

Except as expressly provided in this Lease, no deprivation, impairment, or limitation of use resulting from any damage or destruction or event or work contemplated by this Section 27 shall entitle Lessee to any offset, abatement, or reduction in Rent, nor to any termination or extension of the Term hereof.

**28. County's Nonresponsibility.** Notwithstanding any language to the contrary herein, during the Term of this Lease, including any extensions, County shall not be required to maintain or make any repairs or replacements of any nature or description whatsoever to the Leased Premises or the Improvements thereon.

**29. Intentionally Deleted.**

**30. Toxic Materials.** During the term of this Lease and any extensions thereof, Lessee shall not violate any federal, state, or local law, or ordinance or regulation relating to industrial hygiene or to the environmental condition on, under or about the Leased Premises including, but not limited to, soil, air, and groundwater conditions. Further, Lessee, its successors, assigns and Lessee shall not use, generate, manufacture,

produce, store or dispose of on, under, or about the Leased Premises or transport to or from the Leased Premises any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous materials"). For the purpose of this Lease, hazardous materials shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws now and in the future.

**31. National Pollution Discharge Elimination System (NPDES) Permit.**

Lessee acknowledges, understands and agrees that it shall comply with California State Water Resources Control Board general permit requirements now and in the future relating to storm water discharges associated with activities such as aircraft rehabilitation, mechanical repairs, fueling, lubrication, cleaning, painting and deicing. Lessee further acknowledges, understands and agrees that it shall participate as a co-permittee under said general permit, participate in the Hemet-Ryan Airport Storm Water Pollution Prevention Plan (SWPPP) as noted in Exhibit "C", including without limitation, the Best Management Practices, Best Available Technology Economically Achievable, and Best Conventional Pollutant Control Technology.

**32. Free from Liens; No Encumbrance of County's Fee Estate.** Lessee shall pay, when due, all sums of money that may become due for any labor, services,



material, supplies, or equipment, alleged to have been furnished or to be furnished to Lessee, in, upon, or about the Leased Premises, and which may be secured by a mechanics, materialmen's or other lien against the Leased Premises or County's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Lessee desire to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or is so stayed, and said stay thereafter expires, then and in such event, Lessee shall forthwith pay and discharge said judgment.

Lessee shall not encumber County's fee estate in the Airport property with any mortgage. Lessee shall not place, or allow to be placed, against the Airport property or any portion thereof, any mortgage, trust deed, encumbrance or lien not authorized by this Lease. In addition, Lessee shall remove, or shall have removed, any levy or attachment made on title to the leasehold estate created by this Lease and/or the Airport property (or any portion thereof), or shall assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder. Under no circumstances whatsoever shall the Lessee allow any security instruments to be recorded against the County's fee interest in the Airport property.

**33. Employees and Agents of Lessee.** It is understood and agreed that all persons hired or engaged by Lessee shall be considered to be employees or agents of Lessee and not of Lessor. It is expressly understood and agreed that Lessee (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties, and

Lessee shall hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Lease.

**34. Binding on Successors.** Lessee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Lease, and all of the parties thereto shall be jointly and severally liable hereunder.

**35. Waiver of Performance.** Any waiver by County of any breach of any one or more of the terms of this Lease shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Lease. Failure on the part of County to require exact, full and complete compliance with any terms of this Lease shall not be construed as in any manner changing the terms or preventing County from enforcement of the terms of this Lease.

**36. Severability.** In the event any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will never the less continue in full force without being impaired or invalidated in any way.

**37. Jurisdiction and Venue.** This Lease is construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the Superior Court in the County of Riverside, State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a Court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other County.

**38. Intentionally Deleted.**

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**39. Notices.** Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

COUNTY  
County of Riverside, TLMA  
Aviation Division  
4080 Lemon St., 14<sup>th</sup> Floor  
Riverside, CA 92501  
Attn: TLMA – Aviation Division

LESSEE  
Matthew Delisio  
29991 Canyon Hills Rd.  
Suite 1709-420  
Lake Elsinore, CA 92532  
Attn: Matthew Delisio

or to such other addresses as from time to time shall be designated by the respective parties. A change of notification address is required in writing and must be delivered to the other party.

Formal notices, demands and communications between County and Lessee shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the County and Lessee, as designated in this Section 39. Any such written notice that is transmitted by electronic facsimile transmission followed by delivery of a “hard” copy, shall be deemed delivered upon its transmission; any notice that is personally delivered (including by means of professional messenger service, by personal service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), in which event notice shall be deemed given when actually received the day after the documented date of delivery; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the second day of delivery.

County shall use good faith efforts to deliver copies of any notices of default delivered to Lessee to the Encumbrancer, at such addresses for receipt of notice as shall be provided to the County in writing.

**40. Section Headings.** The Section headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Lease.

41. **County's Representative.** County hereby appoints the Assistant County Executive Officer/TLMA or his designee as its authorized representative to administer this Lease.

42. **No Partnership.** Nothing contained in this Lease shall be deemed or construed to create a lending partnership, other partnership, joint venture, or any other relationship between the parties hereto other than County and lessee according to the provisions contained herein, or cause County to be responsible in any way for the debts or obligations of Lessee, or any other party.

43. **Non-liability of County Officials and Employees.** No member, official, employee or consultant of County shall be personally liable to the Lessee, or any successor in interest, in the event of any default or breach by the County or for any amount which may become due to the Lessee or to its successor, or on any obligations under the terms of this Lease.

44. **Agent for Service of Process.**

(a) It is expressly understood and agreed that, in the event Lessee is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California, or it is a foreign corporation, then in any such event, Lessee shall file with County's clerk, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Lease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Lessee. It is further expressly understood and agreed that if for any reason service of such process upon such agent is not feasible, then in such event Lessee may be personally served with such process out of this County and that such service shall constitute valid service upon Lessee. It is further expressly understood and agreed that Lessee is amenable to

the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

**45. FAA Consent to Lease.** Lessee acknowledges that Hemet-Ryan Airport was transferred to the County by the Federal Government and, as such, the Lease requires continuing compliance with FAA regulations. The parties agree and acknowledge that this Lease is intended to remain in compliance with all Federal Aviation Administration rules, regulations, grant assurances, now in force or those promulgated in the future.

**46. Entire Lease.** This Lease, including any attachments, exhibits or addendums, constitutes the entire agreement of the Parties with respect to its subject matter and is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral or written, in connection therewith. This Lease may only be changed or modified by a written amendment signed by authorized representatives of both Parties.


**47. Construction of Lease.** The Parties hereto negotiated this Lease at arm's length and with the advice of their respective attorneys, and no provisions contained herein shall be construed against County solely because it prepared this Lease in its executed form.

**48. Effective Date.** The effective date ("Effective Date") of this Lease is the date the Parties execute this Lease. If the Parties execute this Lease on more than one date, then the date this Lease is executed by the County's Chairman of the Board of Supervisors shall be the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Lease as of the dates set forth below.

LESSOR:  
COUNTY OF RIVERSIDE, a  
Political Subdivision of the State of  
California

LESSEE:  
Matthew Delisio, an individual

By:   
Kevin Jeffries, Chairman  
Board of Supervisors

By:   
Matthew Delisio

Date: 5/2/23

Date: 5-10-23

ATTEST:  
Kimberly Rector  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Minh C. Tran, County Counsel

By:   
Ryan Yabko  
Deputy County Counsel

Attachments:

1. Exhibit A-1: Airport Site Map
2. Exhibit A-2 Site Plan of Leased Premises
3. Exhibit B: Federally Required Lease Provisions
4. Exhibit C: Storm Water Pollution Prevention Plan
5. Exhibit D: Regulation for County Airports Ordinance 576

**Exhibit A-1  
Airport**

Hemet Ryan Airport  
Hangar Lease Agreement

***Following this page***

Exhibit A -1  
Airport

Exhibit A-1  
Airport



Hemet, California 92545



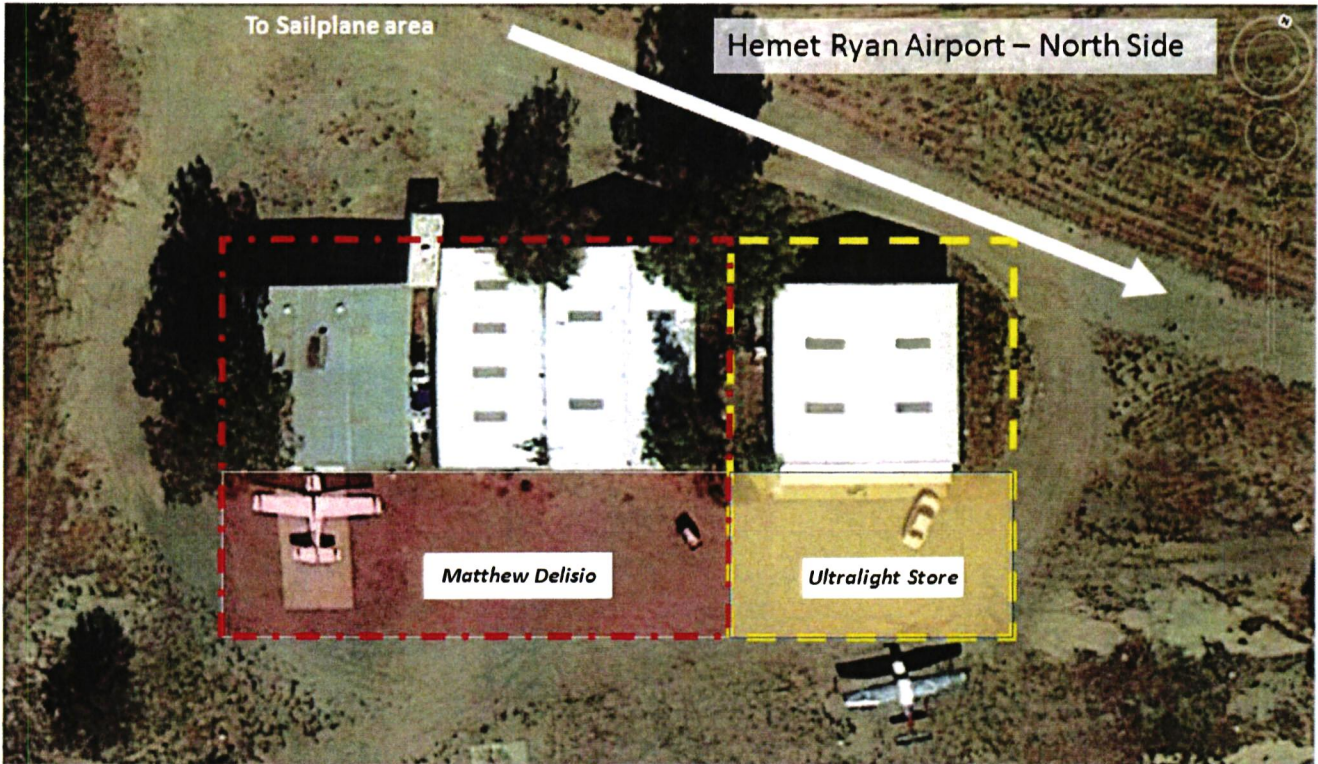
**Exhibit A-2  
Leased Premises**

Hemet Ryan Airport  
Hangar Lease Agreement

*Following this page*

Exhibit A -2  
Leased Premises

Exhibit A-2  
Leased Premises



*Leased areas have not been surveyed. The lease area is approximate. Shaded area is for Aircraft parking only.  
No RV, motorhome or boat parking or storage on Leasehold.*



**Exhibit B**  
**Federally Required Lease Provisions**

Hemet Ryan Airport  
Hangar Lease Agreement

*Following this page*

Exhibit B  
Federally Required Lease Provisions

## **FEDERALLY REQUIRED LEASE PROVISIONS**

1. The Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease agreement for a purpose for which a U.S. Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, 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.
2. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, 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, and (3) that the Lessee 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, Non-Discrimination 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 County of Riverside, herein called the County, shall have the right to terminate the lease agreement and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease agreement 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. The Lessee 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, however, that the Lessee 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 County shall have the right to terminate this lease agreement and the estate thereby created without liability therefore or, at the election of the County or the United States, either or both said Governments shall have the right to judicially enforce these Provisions.
6. The Lessee agrees that it shall insert the above five provisions in any sublease agreement by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.
7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to ensure 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 Lessee 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 Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee 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 County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.
9. The County reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
10. This lease agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the County and the United States relative to the development, operation, or maintenance of the airport.
11. There is hereby reserved to the County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operating on the Hemet-Ryan Airport.

12. The Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.
13. The Lessee, by accepting this lease agreement, expressly agrees for itself, its successors and assigns that it will neither erect nor permit the erection of any structure or object, nor permit the growth of any tree, on land leased hereunder with a height that exceeds the height limitation formula specified in Part 77 of the Federal Aviation Regulations without first obtaining the approval of the DOT and the County, which approval can be sought by submitting FAA Form 7460-1 (copy attached). In the event that the aforesaid covenants are breached, the County reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.
14. The Lessee, by accepting this lease agreement, agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner, which might interfere with the landing and taking off of aircraft from Hemet-Ryan Airport or otherwise constitute a hazard. In the event that the aforesaid covenant is breached, the County reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.
15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 USC 1349a)
16. This lease agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during time of war or national emergency.

**Exhibit C**  
**Storm Water Pollution Prevention Plan**

Hemet Ryan Airport  
Hangar Lease Agreement

*Following this page*

Exhibit C  
Storm Water Pollution Prevention Plan

Airport California Monitoring Group

# Stormwater Pollution Prevention Plan

## Hemet Ryan Airport

36980 Walden Weaver Rd.  
Hemet CA 92543

**WDID Number: 833I006135**

Preparation Date: July 2015



## REVISION SHEET

All revisions to the Stormwater Pollution Prevention Plan must be documented.

Presented below is a listing, by date, of the sections that have been revised.

Revision Date	Section Revised	Purpose of Revision	Revised By
1/1/17	DAR	Dave English removed – passed away	V. Powszok
1/1/17	LRP	Daryl Shippy removed – retired	V. Powszok
1/1/17	SWPPP Team	Daniel Vasquez added – Dave English removed Tim Miller added – Daryl Shippy removed	V. Powszok
1/1/17	Section 3.2	Updated GPS coordinates for Outfall #1 added Outfall #2 with GPS coordinates	V. Powszok
1/1/17	Section 4.0	Updated as per ACMG recommendations	V. Powszok
1/1/17	Section 4.7	Updated as per ACMG recommendations	V. Powszok
1/1/17	Section 5.1	Updated applicable additions	V. Powszok
1/1/17	Section 5.2	Updated applicable additions	V. Powszok
1/1/17	Section 5.3	Updated applicable additions	V. Powszok
1/1/17	Section 5.6	Updated applicable additions	V. Powszok
1/1/17	Section 7.0	Included aircraft washing	V. Powszok
1/1/17	Section 10.0	Updated LRP and Title	V. Powszok
10/11/18	LRP	Tim Miller removed; Liliana Valle added	V. Powszok
10/11/18	Section 1.0	Change telephone number for LRP	V. Powszok
10/11/18	Section 1.0	Change title for DAR	V. Powszok
10/11/18	Section 2.0	Change telephone number for LRP	V. Powszok
10/11/18	Section 2.0	Change title for DAR	V. Powszok
10/11/18	Section 2.0	Added Charles Scott as sampler	V. Powszok
10/11/18	Section 3.2	Removed Outfall #1 and added Sampling Location #1	V. Powszok
10/11/18	Section 4.0	Added more detailed explanations to Narrative Assessment of Potential Pollutant Sources	V. Powszok
10/11/18	Section 4.1	Updated typical fuel storage quantities for Fuel tank and Trucks	V. Powszok

<b>Revision Date</b>	<b>Section Revised</b>	<b>Purpose of Revision</b>	<b>Revised By</b>
10/11/18	Section 8.3	Added copies of MVO and SEVO forms	V. Powszok
10/11/18	Section 9.0	Added ACFCE Form	V. Powszok
10/11/18	Section 10.0	Updated LRP name and title	V. Powszok
10/11/18	Appendix A	Updated maps	V. Powszok
10/11/18	Appendix B	Updated COC form	V. Powszok
10/11/18	Appendix D	Added Appendix for MVO and SEVO forms	V. Powszok
11/27/19	Section 8.05	Added Sampling Frequency Reduction language into SWPPP document	V. Powszok
11/27/19	Appendix E	Added Sampling Frequency Reduction Certification Table	V. Powszok
7/15/20	Section 4.7	Updated Section 303(d) - Listed Waters/ Pollutants adding subsections 4.7.1 and 4.7.2 relating to TMDL requirements	V. Powszok
4/8/21	LRP	Liliana Valle removed; Angela Jamison added	V. Powszok
4/8/21	Section 2.0	Liliana Valle removed; Angela Jamison added	V. Powszok
4/8/21	Section 10.0	Liliana Valle removed; Angela Jamison added	V. Powszok
4/8/21	Appendix C	Updated all BMP's	V. Powszok
2/1/22	Section 1.0	Updated DAR title (Vicki Powszok)	V. Powszok
2/1/22	Section 2.0	Updated SWPP Team title (Vicki Powszok)	V. Powszok
2/1/22	Section 4.0	Replace BMP info per recommendations	V. Powszok
2/1/22	Section 5.6	Added ACMG to training providers, and updated responsible party to DAR	V. Powszok
9/27/22	Section 2.0	Changed Daniel Vasquez's Responsibilities/Duties & title	V. Powszok
9/27/22	Section 2.0	Changed Edgar Ocampo's Responsibilities/Duties	V. Powszok
9/27/22	Section 2.0	Added Jessica Matie as assisting DAR, data entry, annual reports	V. Powszok
9/27/22	Section 2.0	Added Brian Howell as additional sampling personnel	V. Powszok
9/27/22	Section 4.0	Under Aircraft Washing, made note water goes through an oil/water separator then to sewer.	V. Powszok
9/27/22	Section 4.2	Added types of materials used for maintenance for Hemet-Ryan Aviation	V. Powszok

9/27/22	Section 4.2	Added types of materials used for maintenance for Sheriff's Aviation	V. Powszok
9/27/22	Section 7.0	Added wash water to oil/water separator then to sanitary	V. Powszok

Note: Revisions to the SWPPP must be uploaded quarterly to the SMARTS system. If significant revisions are made to the SWPPP the revised SWPPP should be uploaded to SMARTS within 30 days.

## 1.0 FACILITY INFORMATION

<b>WDID #</b>	833I006135
<b>Address</b>	36980 Walden Weaver Rd. Hemet, CA 92543
<b>Latitude/longitude (needed for SMARTS)</b>	33° 43' 45" N 117° 1' 22" W
<b>SIC Code</b>	4581
<b>Description of Airport-Related Industrial Activity</b> [40 CFR § 122.26(b)(14)(viii) Transportation facilities classified as Standard Industrial Classifications 40, 41, 42 (except 4221-25), 43, 44, 45, and 5171 which have vehicle maintenance shops, equipment cleaning operations, or airport deicing operations. Only those portions of the facility that are either involved in vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations, airport deicing operations, or which are otherwise identified under paragraphs (b)(14) (i)-(vii) or (ix)-(xi) of this section are associated with industrial activity.] For more information, click here	<b>Airport Operations Area (AOA):</b>  Generally, all of the regulated "industrial" stormwater activities at the airport occur within the AOA; however, not all of the AOA is necessarily part of the "industrial" areas or is required to be permitted by the CA IGP.  Site Map (attachment #1) identifies the industrial areas subject to permitting within the AOA.
<b>Hours of Operation<sup>1</sup></b>	Mon. thru Fri. 8am to 5pm
<b>Description of neighboring operations/ properties</b>	<b>North</b> - Residential <b>South</b> - Open <b>East</b> - Light Industrial <b>West</b> - Open
<b>Compliance Group Member</b>	Member of Airport California Monitoring Group

### Legally Responsible Person (LRP)

Name	Title	Contact Number
Angela Jamison	County Airports Manager	951-529-8195

### Duly Authorized Representative(s)

Name	Title	Contact Number
Vicki Powszok	TLMA Regional Office Manager	951-538-9629

<sup>1</sup> The time periods when the facility is staffed to conduct any function related to industrial activity, but excluding time periods where only routine maintenance, emergency response, security, and/or janitorial services are performed.

**Compliance Group Leaders**

<b>Name</b>	<b>Organization</b>	<b>Contact Number</b>
Jeffrey Longworth	Barnes & Thornburg LLP	202-408-6918
Matthew Lentz	GSI Environmental Inc	949-679-1070
Sarah Hoffman	Environmental Compliance Options	603-746-1059

**Qualified Industrial Stormwater Practitioner (if necessary and applicable)**

<b>Name</b>	<b>Title</b>	<b>Contact Number</b>

**2.0 STORMWATER POLLUTION PREVENTION TEAM**

<b>Name</b>	<b>Title</b>	<b>Contact Number</b>	<b>Responsibilities/Duties</b>
Angela Jamison	County Airports Manager	951-529-8195	LRP, oversees compliance
Daniel Vasquez	Ops and Maintenance Supervisor	951-212-0496	Sample collection, inspections, all observations
Charles Scott	Maintenance Worker I	951-206-8876	Assists with sample collection
Brian Howell	Maintenance Worker II	951-206-6642	Assists with sample collection
Vicki Powszok	TLMA Regional Office Manager	951-538-9629	DAR, data entry, annual reports
Jessica Matie	Office Asst. III	951-955-9656	Assists with DAR, data entry, annual reports
Edgar Ocampo	Ops and Maintenance Supervisor	951-538-5164	Observations

NOTE: All team members are trained in all aspects of the SWPPP and can substitute for one another when the regularly assigned team member is temporarily unavailable (due to vacation, illness, out of town business, or other absence).

### 3.0 Site Maps

The Airport's Site Map(s): See Appendix A

### 3.1 Site Stormwater Drainage

#### Airport Operations Area Description

Industrial activity is confined to aircraft parking ramp for refueling activities

#### General Drainage Discussion

Airport Drainage with stormwater guided from industrial activity areas via ribbon gutters to the north to swales running west to retention/settling area. Stormwater rarely leaves airport property.

#### Off-Site Stormwater Run-On Discussion

N/A

### 3.2 Stormwater Industrial Discharge Points

Describe the industrial operations that occur in each of the Airport's stormwater drainage areas and final discharge locations. Similar information can be found at Site Map #A-3 (Attached in Appendix). If there are discharge locations at the Airport that are affected by run-on from surrounding areas or that are difficult or unsafe to sample, an alternative monitoring location can be selected. Any alternative locations selected should be noted in the table below and included on the site map.

<b>Discharge Point ID</b>	<b>Description of Industrial Operations in Each Drainage Area and Sampling Location (include lat/long for each discharge point)</b>	<b>Designated for Sample Collection/ Analysis (Y/N)<sup>1</sup></b>
Sampling Location #1	33° 43' 54.45" N 117° 01' 10.07" W Run-off from all industrial activity occurring at the airport consists of aircraft maintenance, aircraft fueling, aircraft washing and fuel storage.	Y

#### **Narrative Sample Reduction Justifications per Sections 3.2:**

The sample is collected upstream of Outfall #1. A sample collected at Outfall #1 would be impacted by extensive runoff and runoff from non-industrial areas. Therefore the sample collection location has been moved "upstream" to a location at the north east edge of the industrial area to Sampling Location #1. Runoff from all industrial activity occurring at the airport is represented in a sample collected at Sampling Location #1. A sample will only be collected at Sampling Location #1 if there is a discharge from the airport at the Outfall #1.

## 4.0 NARRATIVE ASSESSMENT OF POTENTIAL POLLUTANT SOURCES

The following SWPPP section includes a narrative description of potential pollutant sources and the potential pollutants that may be exposed to stormwater discharges and authorized non-storm water discharges.

### Potential Pollutant Source/Activity

The industrial Activities at the Airport consist of:

- Aircraft fueling/Fuel Storage
- Aircraft maintenance
- Aircraft/Vehicle washing
- Equipment Storage

Each process is discussed in full below:

### **AIRCRAFT FUELING**

Aircrafts are fueled by trucks specifically designed to meet aviation fueling handling safety and quality control requirements. Aircraft fueling is conducted on paved ramp areas of the Airport. These areas are noted on the Site Map A-2, indicated by numbers 2 and 6a. Fuel and oil are stored in various locations on the Airport property and fall under the responsibility of the FBOs. Fuel and oil storage locations are noted on Site Map A-2 and are numbered 2, 3, 4, 6a and 7.

**Fuel Type(s):** 100 LL Avgas and Jet Fuel

**Fuel characteristics:** *100 low lead Avgas:* Colored flammable liquid that is gasoline based; *Jet Fuel:* Colorless to pale straw flammable liquid that is kerosene based. (MSDS for specific fuels used are kept on site.)

**Typical Fueling Quantity and Storage Quantity of Aviation Fuel:** Fuel trucks store product in single wall aluminum or steel tanks. Aircrafts store fuel in aluminum tanks or rubble bladders. Fuel trucks vary in capacity with the largest containing approximately 4,000 gallons. The total quantity aviation fuel carried by fuel trucks at the Airport is as follows: Jet Fuel: 5,000 gallons; Avgas: 1,000 gallons.

Double wall, above ground tanks are used to store 100 LL Avgas and Jet Fuel. Above ground storage capacity is 12,000 gallons.

#### **Describe fuel receiving and loading procedures:**

Aviation fuel is received in bulk via tanker trucks. Fuel is pumped directly into storage tanks from the delivery vehicle through a closed system.

Fuel containment and associated Fuel Best Management Practices (BMP): Due to the Airport's history of clean stormwater sampling, the following is a list of current BMP's that have proven to be beneficial in preventing known pollutants from entering into the stormwater:

- Fueling operations (including transfer of fuel to tank trucks) is conducted on an impervious or contained pad.
- Fuelers use fueling hoses with check valves to prevent hose drainage after fueling.

- Spill kits are provided on fuel truck, at fuel stations, in each FBO and at strategic locations.
- Each kit has a minimum of loose absorbents, pigs, broom and shovel, and personal protective equipment.
- Any spills and leaks are cleaned up as soon as possible and clean up materials are readily available.
- Dry clean up methods are used for fueling areas rather than hosing down the fuel area.
- Curbing and posts surround the fuel pumps in an effort to prevent collisions from vehicles.
- "Topping off" of the fuel in the receiving equipment is not permitted.
- Annual training by the FBO line supervisor is done for all personnel involved in the fueling process.
- Above ground storage tanks are installed on an impervious concrete slab. Secondary containment provided by a continuous concrete curb around the perimeter of the fuel storage area.
- All tanks are equipped with high level detection sensors and alarms.
- Larger spills are contained through the use of absorbent pads, absorbent materials and dikes. Larger spills occurring in the fuel storage area will be contained by the concrete slab and curb.
- Airport Administration is notified as soon as possible of any spills exceeding 5 feet in any direction or a spill that has entered the storm drainage system.

**Observations/Inspections:** Daily inspections and preventive maintenance is done on fuel storage tanks to detect potential leaks before they occur. Spill kits are inspected monthly and items replaced as needed. The FBO line service employees are responsible for this and keep all associated records.

**Potential pollutant source and pollutants:** The potential pollutant source is the daily transfer of fuel, runoff from fueling area, truck leaks, and any related vehicle maintenance. The potential pollutant from the aircraft fueling process is aviation fuel (specifically Avgas and Jet A fuel), oil and lubricants, and hydraulic fluid.

## **AIRCRAFT and GROUND VEHICLE MAINTENANCE**

Aircraft and vehicle maintenance are routine activities at most Airports. The type of maintenance performed ranges from scheduled preventive maintenance, where components of the aircrafts and/or vehicles are inspected, repaired and/or fluids replaced. Corrective maintenance may be very minor or can involve replacement of major components such as the engine. Aircraft and vehicle maintenance is performed primarily indoors in hangar facilities. Aircraft and Vehicle maintenance locations are noted on the Site Map A-2 as a numbers 6 and 7.

**Aircraft/vehicle maintenance materials type, quantity and disposal:** The types of maintenance conducted at the Airport are typically minor such as: oil changes, fuel filter change-out, and minor pump repairs. The materials associated with aircraft/vehicle maintenance, and their storage locations are as follows:

- Engine Oil – tenant maintenance hangars
- Waste Engine Oil – tenant maintenance hangars
- Solvents – tenant maintenance hangars



- Waste Solvents – tenant maintenance hangars
- Hydraulic Fluid – tenant maintenance hangars
- Waste Oil Filters – tenant maintenance hangars

Maintenance materials are handled in relatively small quantities as required for maintenance and operations. Tenants receive materials on their premises and store them indoors.

**Aircraft maintenance material characteristic:** Based on the diversity of aircraft undergoing maintenance, the materials used will vary accordingly. On a broad scale, engine oil will be a liquid, typical orange in appearance, and used for lubrication purposes. Some are petroleum based while others are polyalphaolefin synthetic based. FBO's are responsible for keeping the material safety data sheets (MSDS) on oils used. Typical hydraulic fluid will be a red highly flammable liquid. (MSDS for specific fuels used are kept on site).

**Aircraft/Vehicle Maintenance BMPs:** Aircraft/vehicle maintenance is mostly performed indoors, eliminating the potential for maintenance material to impact stormwater. Due to the Airport's history of clean stormwater sampling, the following is a list of current BMPs that have proven to be beneficial in preventing known pollutants from entering into the stormwater:

**BMP #1 – GOOD HOUSEKEEPING**

- A. **All areas where stormwater may contact pollutants must be kept clean.**
- B. **Minimize or prevent material tracking.** (Spills cleaned as they occur)
- C. **Minimize dust generated**
- D. **Control vehicle/aircraft washing.** (Washing of vehicles or aircraft is to be done on wash racks only or wash/rinse water goes through an oil separator and then into the sanitary sewer system. Do not let wash/rinse water enter airport storm drain system)
- E. **Cover stored industrial materials to prevent contact with stormwater.**
- F. **Replace sandbags at sample location and remove sediment at swale.**
- G. **Training** (Employees to be trained in good housekeeping practices and documentation of training is to be maintained on site)

**BMP #2 – PREVENTATIVE MAINTENANCE**

- A. **Identify equipment and systems that may leak.**
- B. **Establish procedures for maintenance and repair.** (Repair and maintain any equipment that may leak pollutants where stormwater could contact and clean up leaks as needed and as they occur)
- C. **All rain drains on secondary containment at fuel tanks/farms to remain closed**
- D. **Spill kits to be supplied and maintained on all fuel trucks, fuel tanks/farms and self-serve fueling areas**
- E. **Employee Training.** (Employees are to be trained in preventative maintenance practices and documentation of this training is to be maintained on site)

**BMP #3 – SPILL AND LEAK PREVENTION AND RESPONSE**

- A. **Establish procedures to minimize spills and leaks.** (Employee training for proper use of equipment to prevent spills or leaks)

- B. **Establish procedures for leak and spill response.** (Employee training on proper procedure for prompt spill cleanup)
- C. **Training.** (Employees are to be trained in spill and leak prevention and cleanup procedures and documentation of this training to be kept on site.)

#### **BMP #4 – MATERIAL HANDLING AND WASTE MANAGEMENT**

- A. **Minimize handling of industrial materials and keep stored to prevent contact with stormwater.**
- B. **All waste receptacles shall have lids closed to prevent trash/waste from stormwater contact.**
- C. **Observe and keep clean outdoor material/waste handling equipment or containers.**
- D. **Training.** (Employees are to be trained in waste/material handling and documentation of this training to be kept on site)

#### **BMP #5 – EROSION AND SEDIMENT CONTROL**

- A. **All stormwater drains on your leasehold shall be kept clean and clear of erosion and sediment.**

#### **BMP #6 – EMPLOYEE TRAINING PROGRAM**

- A. **All Employees are to be trained in above State mandated minimum BMPs (Best Management Practices) that apply to your Industrial Activity and training records to be maintained on site.**

**Observations/Inspections:** The maintenance areas are inspected by FBO employees on a regular basis to ensure BMPs are being implemented effectively. The FBO is also responsible for training employees on BMPs, waste control and disposal procedures. The Airport Maintenance & Operations Supervisor is responsible for inspecting the maintenance area regularly for proper implementation of control measures. Spill kits re inspected on a monthly basis and items are replaced as needed.

### **AIRCRAFT WASHING**

Aircraft washing operations are performed at designated wash racks. The Airport currently has one (1) designated wash rack location. This location is noted on the Site Map A-2 as number 5.

**Aircraft washing materials or soap type:** Detergent

**Materials/Soap Characteristics:** While detergents may vary, typically they are biodegradable aqueous solutions.

**Quantity:** Detergents are used in small quantities, normally four ounces or less per wash.

**Aircraft wash water containment and BMPs:** Due to the Airport's history of clean stormwater sampling, the following is a list of current BMPs that have proven to be beneficial in preventing known pollutants from entering into the stormwater:

- Parts and engine cleaning operations occur predominantly indoors.
- Any indoor washing areas are maintained so that wash wastes cannot be leaked or tracked outdoors.

- Solvents/degreasers and other cleaning chemicals that are stored indoors are kept away from hangar entrance and exit; solvents/degreasers and other cleaning chemicals that are stored outside are stored undercover and elevated on containment pallets.
- Spill response materials (dry absorbents, pads, brooms, personal protective wear) are available during cleaning operations.
- FBOs are responsible for inspecting cleaning operations for maintenance of BMPs and proper employee training as needed.
- Wash rack areas are signed with proper use instructions.
- Wash racks are inspected on a quarterly basis by Airport Operations & Maintenance Supervisor to verify proper use and system maintenance.
- FBO wash rack is a part of their leasehold and they are responsible to maintain it.
- Wash rack drains (oil water separators) are cleaned and maintained to prevent overflow of waste wash water to Airport surfaces.
- The wash rack is a concrete pad which is sloped to the center drain point.

**Aircraft wash water disposal method:** The disposal method for the water is located adjacent to number 5 on Site Map A-2 and it goes through a oil/water separator pump, then into the sewer.

**Observations/Inspections:** To verify proper use and system functionality, quarterly observations and inspections are done of wash racks. If necessary, maintenance will be done to ensure the wash racks remain in proper working order.

**Potential pollutant source and pollutants:** The potential pollutant source is aircraft washing. The potential pollutant associated with aircraft washing is waste wash water which may contain detergents, solids, oil and grease, fuel and sediment

#### 4.1 LIST OF INDUSTRIAL MATERIALS

Operator	Material	Storage Location(s) (Reference Map)	Typical Quantity Stored*	Receiving Location(s) (Reference Map)	Shipping Location(s) (Reference Map)	Handling Location(s) (Reference Map)
Hemet Ryan Aviation	Av-Gas and Jet A	Area 2 on Site Map A-2	2-12,000 gallon tanks	Same as storage	Same as storage	Same as storage
Hemet Ryan Aviation Fuel Trucks	Av-Gas and Jet A	Mobile over entire Industrial Activity Area of Site Map A-1	1 - 4,000 gallon truck and 1 - 1,000 gallon Truck	Entire Industrial Activity Area	Entire Industrial Activity Area	Entire Industrial Activity Area
Cal-Fire Auto Fuel Site	Automotive Gas and Diesel	Area 1b on Site Map A-2	2 - 500 gallon tanks	Same as storage	Same as storage	Same as storage
Cal-Fire Phoschek	Phoschek Fire Retardant	Area 1a on Site Map A-2	4 - 12,000 Gallons Tanks 1 - 10,000 Mixing Tank 1 - 10,000 Water Tank	Same as storage	Same as storage	Same as storage
Sheriff Aviation Fuel Farm	Jet-A	Area 4 on Site Map A-2	1 - 12,000 gallons tank	Same as storage	Same as storage	Same as storage
Used oil collection site	Used Motor oils	Area 3 on Site Map A-2	300 gallons	Same as storage	Same as storage	Same as storage

\* IF STORED IN A TANK, PROVIDE THE TANK CAPACITY ALSO.

## 4.2 Airport Operations Area: Industrial Activity

The Airport's (and tenant's) industrial processes and materials handling operations with the potential to generate pollutants exposed to stormwater are described below:

<b>Process Description:</b>	Hemet Ryan Fuel Farm Storage and dispensing of aviation fuel
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area 2 on Site Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Hemet-Ryan Aviation</b>	Hemet Ryan Aviation
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	Aviation Fuel ( Av-Gas and Jet A )
<b>Describe Containment Structures and Capacity, if applicable.</b>	2 - 12,000 gallon fuel tanks with secondary containment and concrete retention basin

<b>Process Description:</b>	Hemet Ryan Fuel Trucks Dispensing of aviation fuel
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Mobile fuel trucks refuel aircraft over entire activity area as described on Site Map A-1
<b>Responsible Party(ies): Airport N Specific Tenant(s): Hemet-Ryan Aviation</b>	Hemet Ryan Aviation
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	2 trucks - 1 containing 4,000 gallons Jet A fuel; 1 containing 1,000 gallons 100LL fuel
<b>Describe Containment Structures and Capacity, if applicable.</b>	Fuel Truck

#### 4.2 Airport Operations Area: Industrial Activity

The Airport's (and tenant's) industrial processes and materials handling operations with the potential to generate pollutants exposed to stormwater are described below:

<b>Process Description:</b>	Hemet Ryan Aircraft Maintenance
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area 6 on Site Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Hemet-Ryan Aviation</b>	Hemet Ryan Aviation
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	Small amounts of aviation fuel and oil
<b>Describe Containment Structures and Capacity, if applicable.</b>	Primarily work done indoors to minimize pollutants from stormwater contact

<b>Process Description:</b>	Sheriff Aviation Fuel Tank
<b>Areas Where Activity is Conducted are Designated on Site Map Appendix A</b>	Area 4 on Site Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Riverside County-Sheriff Aviation</b>	Sheriff Aviation
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	12,000 gallons of Jet A fuel
<b>Describe Containment Structures and Capacity, if applicable.</b>	Above ground tank with secondary containment

#### 4.2 Airport Operations Area: Industrial Activity

The Airport's (and tenant's) industrial processes and materials handling operations with the potential to generate pollutants exposed to stormwater are described below:

<b>Process Description:</b>	Sheriff Aviation Aircraft Maintenance
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area 7 on Site Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Riverside County- Sheriff Aviation</b>	Sheriff Aviation
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	Small amounts of aviation fuel and oil
<b>Describe Containment Structures and Capacity, if applicable.</b>	Work done indoors to minimize pollutants from stormwater contact

<b>Process Description:</b>	Cal Fire Auto Fuel Site
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area 1b on Site Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Cal-Fire</b>	Cal Fire
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	Automotive fuel to refuel emergency vehicles 2 tanks containing 500 gallons each
<b>Describe Containment Structures and Capacity, if applicable.</b>	Above ground fuel tanks with concrete secondary containment

#### 4.2 Airport Operations Area: Industrial Activity

The Airport's (and tenant's) industrial processes and materials handling operations with the potential to generate pollutants exposed to stormwater are described below:

<b>Process Description:</b>	Cal-Fire Phoschek Fire Retardant
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area 1a on Site Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Cal-Fire</b>	Cal-Fire
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	Fire Retardant
<b>Describe Containment Structures and Capacity, if applicable.</b>	Concrete area of Cal-Fire ramp with secondary containment. This is a closed system that collects all runoff from Phoschek area and material storage area. All water is contained and then removed from site. Does not enter storm drain system.

<b>Process Description:</b>	Aircraft Wash Racks
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area 5 and 6a on Site Map A-2
<b>Responsible Party(ies): Airport N Specific Tenant(s): Tenants</b>	Tenants or users
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	N/A
<b>Describe Containment Structures and Capacity, if applicable.</b>	Concrete wash rack with drainage first through an oil/water separator and then into sanitary sewer for airport tenants to wash aircraft



#### 4.2 Airport Operations Area: Industrial Activity

The Airport's (and tenant's) industrial processes and materials handling operations with the potential to generate pollutants exposed to stormwater are described below:

<b>Process Description:</b>	Waste oil collection
<b>Areas Where Activity is Conducted are Designated on Site Map (Appendix A)</b>	Area 3 on Site Map A-2
<b>Responsible Party(ies): Airport Y Specific Tenant(s): County of Riverside</b>	County of Riverside
<b>Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:</b>	300 gallon tank for collection of used aircraft oils
<b>Describe Containment Structures and Capacity, if applicable.</b>	Above ground tank with secondary containment under a metal roof

### 4.3 Dust and Particulate Generating Activities

List any particular industrial activities with the potential to generate a significant amount of dust or particulate are described below (not dust or particulate matter originating outside the AOA).

<b>Industrial Activity:</b>	N/A
<b>Areas Where Activity is Conducted are Designated on Site Map</b>	
<b>Description of the Source and Characteristics of the Dust or Particulate:</b>	
<b>Associated Stormwater Discharge Locations:</b>	

<b>Industrial Activity:</b>	N/A
<b>Areas Where Activity is Conducted are Designated on Site Map</b>	
<b>Description of the Source and Characteristics of the Dust or Particulate:</b>	
<b>Associated Stormwater Discharge Locations:</b>	

### 4.4 Erodible Surfaces

Areas of the Airport where soil erosion may occur as a result of industrial activity, stormwater discharges associated with industrial activity, or authorized non-stormwater discharges are described below.

<b>Description of Area:</b>	N/A
<b>Designation on Site Map:</b>	
<b>Associated Stormwater Discharge Locations:</b>	

<b>Description of Area:</b>	N/A
<b>Designation on Site Map:</b>	
<b>Associated Stormwater Discharge Locations:</b>	

#### 4.5 Significant Spills and Leaks

Presented below is information on significant spills or leaks that have occurred at the Airport in the past 5 years; included are industrial materials that have spilled or leaked in significant quantities and have discharged from the facility's stormwater conveyance, toxic chemicals (listed in 40 CFR, Part 302) that have been discharged to stormwater as reported on US EPA Form R, oil and hazardous substances in excess of reportable quantities (see 40 CFR, Parts 110, 117, and 302), and industrial materials that have spilled or leaked in significant quantities and had the potential to discharge.

Check here if no such spills or leaks have occurred in the past 5 years: X

Material Spilled & Date	Quantity Discharged from Site	Material Physical Characteristics	Location of Spill or Leak	Quantity Spilled or Leaked	Remaining Quantity w/ Discharge Potential	Preventative Measures

#### 4.6 Non-Stormwater Discharges

Summarized below are descriptions of non-stormwater discharges that occur at the Airport and a determination if these non-stormwater discharges are authorized in accordance with Section IV of the General Permit.

1.

Description of Non-Stormwater Discharge and Source:	N/A
Frequency of Discharge:	
Approximate Quantity per Discharge:	
Associated Stormwater Discharge Location(s):	
Authorized by the General Permit?	Yes or No

2.

<b>Description of Non-Stormwater Discharge and Source:</b>	N/A
<b>Frequency of Discharge:</b>	
<b>Approximate Quantity per Discharge:</b>	
<b>Associated Stormwater Discharge Location(s):</b>	
<b>Authorized by the General Permit?</b>	Yes or No

[NOTE: If unauthorized non-stormwater discharges are reported here, you must record additional corrective action to eliminate them in the future.]

#### 4.7 303(d) Listed Waters/Pollutants

##### 4.7.1 303(d) Impairments

Hemet Ryan Airport coordinated with Group Leaders regarding 303(d) monitoring parameters to identify any direct links between the airport's industrial activities and 303(d) listed impairments as required by IGP Section X.G.2.a.ix. (as well as the Permit's Fact Sheet, and subsequent guidance provided by the SWRCB).

A complete list of the 303(d) listed impairments for waters within the HUC-10 for the airport is included in SMARTS and was used when performing this analysis. Based on the airport's analysis of industrial activities, related pollutants of concern, and the Permit's requirements regarding 303(d) listed waters (and related guidance from the SWRCB), this airport will monitor for the parameters set forth in Section XI.B.6., and any additional 303(d) listed pollutants in the following table:

Pollutants
N/A. Based on pollutant assessment and lack of potential pollutant exposure no additional 303(d) pollutants were added to the monitoring requirements for the airport.

Note: the complete list of pollutants monitored for are listed in the airport's Chain of Custody form identified in Section 8.5 and found in Appendix A.

##### 4.7.2 2018 IGP Amendment and TMDL Review

Attachment E of the IGP, as amended by Order 2015-0122-DWQ and Board Adopted amendments on November 6, 2018 (effective July 1, 2020), identifies possible additional TMDL requirements associated with industrial stormwater discharges.

The amendment requires the airport to evaluate its receiving water/watershed to identify if the IGP Amendment incorporates TMDL-specific requirements overlap with pollutants from the airport's industrial activities. In sum, the airport must be located within an applicable TMDL watershed and its industrial activities must generate pollutants listed in the applicable TMDL

causing related watershed impairments. The following table identifies whether the airport is within a TMDL watershed (or discharges to a TMDL waterbody identified in Attachment E) and whether the airport is a source of pollutants regulated by the TMDL.

<b>Impaired Waterbody / Watershed</b>	<b>Associated TMDL</b>	<b>TMDL-Based Parameters</b>	<b>TNAL/ NEL</b>	<b>Compliance Due Date (if applicable)</b>	<b>Overlap of Airport Industrial Pollutants and TMDL Parameters</b>
None	None	None	None	N/A	None

Pursuant to new Attachment E of the IGP, the airport is not required to add or modify its Monitoring Implementation Plan (see Section 8.0 of the SWPPP) related to any TMDL amendments.

## **5.0 MINIMUM BMPS**

Minimum BMPs categories include:

- Good Housekeeping
- Preventive Maintenance
- Spill and Leak Prevention and Response
- Material Handling and Waste Management
- Erosion and Sediment Controls
- Employee Training
- Quality Assurance and Record Keeping

## 5.1 Good Housekeeping BMPs

<b>Good House-keeping Minimum BMPs</b>	<b>Site Specific BMP Description</b>	<b>Area(s) Implemented</b>	<b>Tools / Equipment</b>	<b>Frequency</b>	<b>Person(s) Responsible</b>	<b>Actions performed in lieu of BMP</b>
Observe and maintain industrial activity outdoor areas	Industrial activity operators are required to keep operation area clean and orderly	All Industrial activity areas	As needed	As needed	All Industrial activity operation personnel	N/A
Minimize or prevent material tracking	Oil/Fuel Spills are cleaned up as soon as practicable after observed to prevent material tracking	All Industrial Activity areas	Absorbent material and other as needed equipment	As needed during operations	Industrial Activity operation personnel	N/A
Minimize dust generated	Refueling operations and storage is conducted on concrete or asphalt to minimize dust generated	All Industrial activity areas	N/A	N/A	N/A	N/A
Cleanup areas affected by rinse and wash water	Ensure that area is clean and free of debris after washing is complete.	Mid-field, East of Café	Concrete Ramp Area	As needed	Industrial Activity operation personnel	N/A

Good House-keeping Minimum BMPs	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person(s) Responsible	Actions performed in lieu of BMP
Cover stored industrial materials that can be readily mobilized by contact with Stormwater	Stored materials are in containment tanks	Industrial activity areas	Tanks	Always	Industrial Activity operator	N/A
Prevent disposal of rinse/wash waters	Wash racks are provided to airport tenants for proper disposal of wash waters	Mid-field, East of Cafe	N/A	Always	operator	N/A
Minimize flows of offsite stormwater and NSWDS into material handling areas	N/A					
Training and awareness for tenants and employees concerning good housekeeping practices	Industrial Activity Operators are required to train personnel for proper use of equipment and good housekeeping practices	Industrial activity areas	N/A	Annually or upon new hire	Industrial Activity Operator	N/A



## 5.2 Preventative Maintenance

Preventive Maintenance Minimum BMPs	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person Responsible	Actions performed in lieu of BMP
Observe the oil/water separator for leaks	Wash racks	Wash racks having oil separator are maintained by Industrial User and County	As needed	As needed	Industrial Activity Operator/County Maintenance Supv.	N/A
Identify equipment and systems that may leak	Fuel Tanks, Fuel Trucks	All Industrial activity areas	As needed	As needed	Industrial Activity Operator	N/A
Observe the equipment and systems to detect leaks	Employees trained to observe equipment as used	Industrial activity operation areas	As needed	As needed	Industrial Activity Operator	N/A
Establish a schedule for maintenance	Maintenance and repair to be performed as needed	Industrial activity operations area	As needed	As needed	Industrial Activity Operator	N/A
Establish procedures for maintenance and repair	Employees trained for proper repair procedures	Area of operations	As needed	As needed	Industrial activity operator	N/A

### 5.3 Spill and Leak Prevention and Response

<b>Spill and Leak Prevention and Response Minimum BMPs</b>	<b>Site Specific BMP Description</b>	<b>Area(s) Implemented</b>	<b>Tools / Equipment</b>	<b>Frequency</b>	<b>Person Responsible</b>	<b>Actions performed in lieu of BMP</b>
Establish procedures and/or controls to minimize spills and leaks	Employees are trained in proper use of equipment to minimize risk of leak or spill	Operations areas	As needed	During operations	Industrial Activity Operator	N/A
Develop and implement spill and leak response procedures to prevent industrial materials from being discharge	Employees are trained to assess and respond to spill as required	Operations areas	As needed	Operation hours	Industrial activity operator through SPCC Plan for industrial user	N/A
Clean up spills and leaks promptly	Employees are trained to clean up spills as they occur	Operations areas	Absorbent material and as needed equipment including spill pads & booms	During hours of operation	Industrial activity operator	N/A
Identify and describe needed spill and leak response equipment	Employees asses the spill and needed equipment to clean up	Operations areas	Absorbent materials and other as needed equipment including spill pads & booms	During operations	Industrial activity operators	N/A
Train appropriate spill prevention and response personnel	Industrial activity operator	Operation areas	As needed	During operations	Industrial activity operator	N/A

#### 5.4 Material Handling and Waste Management BMPs

Materials Handling and Waste Management Minimum BMPs	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person(s) Responsible	Actions performed in lieu of BMP
Minimize handling of industrial materials or wastes that can be mobilized by contact with stormwater	Materials are only handled as needed for efficient operation of industrial activity	Area of operations	As needed	During operations	Industrial activity operator	N/A
Contain non-solid industrial materials or wastes that can be transported or dispersed by the wind or contact with stormwater	Materials are stored in sealed tanks to prevent contact with stormwater	Area of operations	Containment tanks	always	Industrial activity operator	N/A
Cover industrial waste disposal and industrial material storage containers	N/A					
Divert run-on and stormwater away from stockpiled materials	N/A					
Clean spills that occur during handling	Employees are trained to clean up spills as they occur	Area of operations	Absorbent material and other equipment as needed	As needed	Industrial activity operator	N/A
Observe and clean outdoor material/waste handling equipment or containers	Employees trained in good housekeeping procedures	Industrial activity areas	As needed	As needed	Industrial activity operator	N/A

## 5.5 Erosion and Sediment Controls

Erosion and Sediment Control Minimum BMP	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person(s) Responsible	Actions performed in lieu of BMP
Implement effective wind erosion controls	<i>Industrial activities at this airport are performed on either concrete or asphalt and not impacted by wind erosion</i>	<i>Industrial activity area</i>	N/A	N/A	N/A	N/A
Provide effective stabilization for inactive areas, finished slopes, and other areas prior to a forecasted storm event.	N/A					
Maintain effective perimeter controls and stabilize site entrances	N/A					
Divert run-on and stormwater generated from within the facility away from erodible materials	N/A					
Properly design sediment basins	All industrial activity area stormwater runoff collects in a collection/settling area.	Retention basin shown on map #3	N/A	N/A	N/A	N/A

## 5.6 Employee Training Program

Employee Training Minimum BMPs	Site Specific BMP Description	Person(s) Responsible	Actions performed in lieu of BMP
Identify which personnel need to be trained	<ul style="list-style-type: none"> <li>Personnel involved in the implementation of the stormwater program are provided training at least annually. This included those responsible for implementation and BMPs, visual observations and monitoring, and document updates.</li> </ul>	DAR	N/A
Train stormwater team members	<ul style="list-style-type: none"> <li>Stormwater team members are trained in above training program</li> <li>Fuel providers trained per FAA Standards</li> </ul>	DAR	N/A
Prepare or acquire training manuals	<ul style="list-style-type: none"> <li>Industrial Users are required to provide materials for staff on how to use, store and maintain materials.</li> </ul>		
Provide a training schedule	<ul style="list-style-type: none"> <li>Stormwater program training is provided at least annually by Airport California Monitoring Group (ACMG) and training records kept on site</li> </ul>	DAR	N/A
Maintain training documentation	Documentation shall be kept with hardcopy of SWPPP on site	DAR	N/A

**5.7 Quality Assurance and Recordkeeping BMPs**

<b>Quality Assurance and Record Keeping Minimum BMPs</b>	<b>Site Specific BMP Description</b>	<b>Person(s) Responsible</b>	<b>Actions performed in lieu of BMP</b>
Develop and implement management procedures to ensure implementation of plans	Airport Industrial Activity Operators will be given a list of required BMPs to be maintained with the operation of their activity and a signed acknowledgement that they received and understand the BMPs will be maintained with the SWPPP on site	DAR	N/A
Develop a method of tracking and recording program implementation	Signed acknowledgement of BMPs from industrial activity operator kept with SWPPP on site	DAR	N/A
Maintain implementation records (i.e., BMP deployment records, employee training logs, spill occurrence and clean-up records)	Records to be maintained with SWPPP on site	DAR	N/A

## 6.0 ADVANCED BMPS

Advanced BMPs include Exposure Minimization, Stormwater Containment and Discharge Reduction, Treatment Control, and Other Advanced BMPs. Exposure minimization BMPs include storm resistant shelters to prevent the contact of stormwater with industrial activities and material. Stormwater Containment and Discharge Reduction BMPs include BMPs that divert, reuse, contain, or reduce the volume of stormwater runoff. Treatment control BMPs include one or more mechanical, chemical, biologic, physical, or any other treatment process technology and is sized to meet the treatment control design storm standard.

Advanced BMPs	Area(s) Implemented	Associated Industrial Activity / Material(s)	Inspection Frequency	Person(s) Responsible
<b>Exposure Minimization BMPs</b>				
<b>Stormwater Containment and Discharge Reduction BMPs</b>				
Retention basin	West end of airport as shown on Site Map A-1	All airport stormwater	During outfall inspections	Airport Director
<b>Treatment Control BMPs</b>				
<b>Other Advanced BMPs</b>				

## 7.0 BMP SUMMARY TABLE

Industrial Activity/ Pollutant Source	Potential Pollutants	BMPs Implemented	Frequency
Aircraft fueling operations (fuel farms)	Aviation Fuels	Good Housekeeping, Absorbent Materials on site, Employee Training	As needed
Aircraft Maintenance Operations	Small fuel/oil spills	Good Housekeeping, Absorbent Materials, Employee Training, Work done indoors	As Needed
Aircraft fueling operations (mobile fuel trucks)	Aviation Fuels	Good Housekeeping, Visual inspections, preventative maintenance, Absorbent materials, Employee training	As needed
Aircraft wash rack	Small fuel/oil spills	Good Housekeeping, Absorbent Materials, Employee Training. Wash water discharges to an oil/water separator then to sanitary.	



## 8.0 MONITORING IMPLEMENTATION PLAN (MIP)

### 8.05 Sampling Frequency Reduction

Hemet-Ryan Airport is eligible for the IGP Section XI.C.7 sampling frequency reduction. The airport participates in the ACMG and is now required to collect only ONE sample between July 1 and June 30 of each permit year. If sampling results outside the permit NALs occur in the future the airport will return to collecting two samples per permit year. The airport has filed a Sampling Frequency Reduction Certification in SMARTS under the "Attachments" option that explains the basis for the sampling reduction per guidance provided by the SWRCB.

### 8.1 MIP Team Members

See SWPPP Team at page 4.

### 8.2 Industrial Discharge Locations

See Sections 3.1 and 3.2 above.

#### 8.2.1 Representative Sample Reduction

The General Permit (Section XI.C.4) allows the number of locations sampled in each drainage area to be reduced if the industrial activities, BMPs, and physical characteristics of the drainage area for each location to be sampled are substantially similar to one another. The justification for sample reduction included below must include the following:

- A description of the industrial activities that occur throughout the drainage area,
- A description of the BMPs implemented in the drainage area,
- A description of the physical characteristics of the drainage area, and
- A rationale that demonstrates the industrial activities and physical characteristics are substantially similar.

If the Representative Sample Reduction provision is not utilized at the airport, state "Not Applicable" in the first row of the table.

<b>Representative Discharge Locations Selected for Reduction</b>	<b>Justification for Representative Sampling Reductions</b>	<b>Representative Discharge Location Selected for Sampling</b>
N/A		

#### 8.2.2 Qualified Combined Samples

The Discharger may authorize an analytical laboratory to combine samples of equal volume from as many as four (4) discharge locations if the industrial activities, BMPs, and physical characteristics (grade, surface materials, etc.) within each of the drainage areas are substantially similar to one another. The justification for combining samples must include the following:

- A description of the industrial activities that occur throughout the drainage areas,

- A description of the BMPs implemented in the drainage areas,
- A description of the physical characteristics of the drainage areas, and
- A rationale that demonstrates the industrial activities and physical characteristics of the drainage areas are substantially similar.

Discharge Location Samples to be Combined	Justification for Combining Samples for Analysis	Designation of Combined Sample
N/A		

### 8.3 Visual Observation Procedures

#### 8.3.1 Monthly Visual Observations [MVO FORM D-1]

Monthly visual observations are required during daylight hours, under dry conditions, and during scheduled facility operating hours. Complete MVO FORM D-1 (attached) each month for each outfall in Table 3.2.

#### 8.3.2 Sampling Event Visual Observations [SEVO FORM D-2]

Sampling event visual observations should be conducted at the same time sampling occurs at a discharge location. Complete SEVO FORM D-2 (attached) during each sample event at sampling event outfalls in Table 3.2.

#### 8.3.4 Visual Observation Response Procedures

Responsive actions should be taken for any observation of significant pollutant exposure, BMP maintenance or other potential stormwater pollutant discharge issue identified. If new BMPs or other practices are employed or modified, they should be recorded in the appropriate place and on the Revision Sheet.

### 8.4 Field Equipment Calibration Procedures

The majority of the analytical testing should be performed by an analytical laboratory. To meet short hold time requirements, pH should be measured in the field. Field pH will be monitored using either:

- Wide range litmus pH paper or other equivalent pH test kits, or
- Calibrated portable instrument for pH, or
- Methods in accordance with 40 Code of Federal Regulations 136 for testing stormwater.

If a calibrated portable instrument for pH is used, field measurements should be conducted in accordance with the portable instrument accompanying manufacturer's instructions. It is recommended that an equipment calibration is performed 24 hours prior an announced rain event with a 50% greater probability of precipitation on the NOAA website.

### 8.5 Chain of Custody Record

The Chain of Custody Record is a document used to track the samples from collection through analysis. The Chain of Custody Record should be signed by the sampler and the person taking custody of the samples. An example chain of custody record is included in Appendix B/

**9.0 Annual Comprehensive Facility Compliance Evaluation**

1. Complete ACFCE Form D-3 (attached)

**10.0 STORMWATER POLLUTION PREVENTION PLAN CERTIFICATION**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designated to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature:

*Angela Jamison*

Date: 9/27/22

Printed Name:

Angela Jamison

Title:

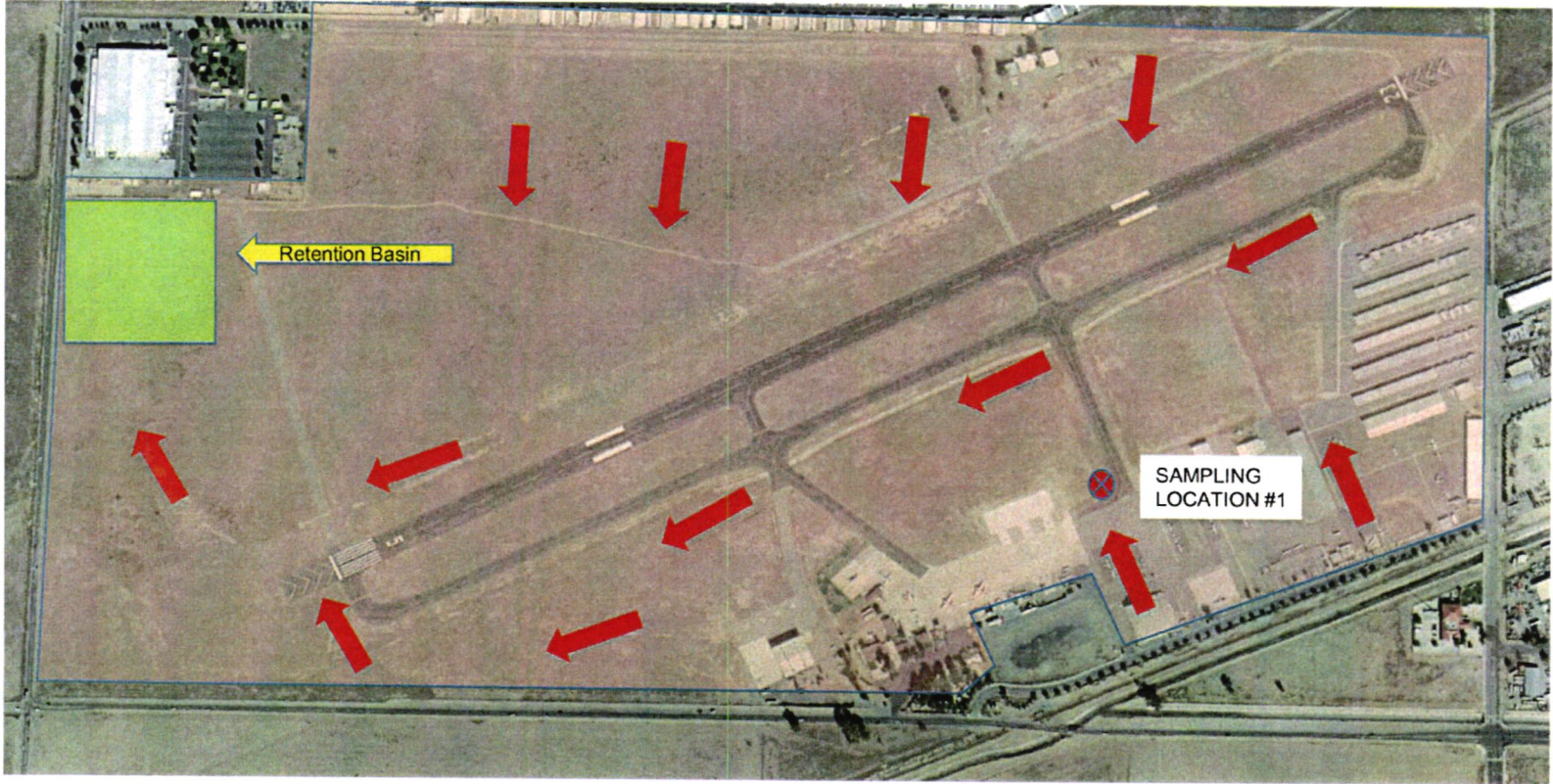
County Airports Manager

NOTE: All reports, certification, or other information required by the General Permit or requested by the Regional Water Quality Control Board, the State Board, U.S. EPA, or local stormwater management agency shall be signed by the above signatory or by a duly authorized representative.

APPENDIX A  
SITE MAP A-1 and A-2

HEMET-RYAN AIRPORT

Page 1 of 2



SITE MAP A-1

HEMET-RYAN AIRPORT  
Page 2 of 2

**Key:**

- 1a:** Cal-Fire Phoschek Fire Retardant
- 1b:** Cal-Fire Auto Fuel Site
- 2:** Hemet-Ryan Fuel Farm
- 3:** Waste Oil Collection
- 4:** Sheriff Aviation Fuel Tank
- 5:** Wash Rack
- 6:** Hemet-Ryan Aircraft Maintenance
- 6a:** Hemet-Ryan Aviation Fuel Trucks
- 7:** Sheriff Aviation Aircraft Maintenance



SITE MAP A-2

APPENDIX B  
CHAIN OF CUSTODY FORM



# Chain of Custody Record

<b>Client Information</b>		Sampler:		Lab PM: Elaine Phillips		Carrier Tracking No(s):		COC No:																																																																																																																																																																																																																																																														
Client Contact: ACMG / S Y Hoffman		Phone:		E-Mail: <a href="mailto:ephillips@phskassociates.com">ephillips@phskassociates.com</a>				Page: <span style="float: right;">Page 1 of 1</span>																																																																																																																																																																																																																																																														
Company: Hemet Ryan Airport				<b>Analysis Requested</b>						Job #:																																																																																																																																																																																																																																																												
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<b>Possible Hazard Identification</b>					<b>Sample Disposal ( A fee may be assessed if samples are retained longer than 1 month)</b>				
<input type="checkbox"/> Non-Hazard	<input type="checkbox"/> Flammable	<input type="checkbox"/> Skin Irritant	<input type="checkbox"/> Poison B	<input type="checkbox"/> Unknown	<input type="checkbox"/> Radiological	<input type="checkbox"/> Return To Client	<input type="checkbox"/> Disposal By Lab	<input type="checkbox"/> Archive For	<input type="checkbox"/> Months
Deliverable Requested: I, II, III, IV, Other (specify) NA					Special Instructions/QC Requirements: NA				
Relinquished by:			Date:		Time:		Method of Shipment:		
Relinquished by:	Date/Time:		Company:		Received by:	Date/Time:		Company:	
Relinquished by:	Date/Time:		Company:		Received by:	Date/Time:		Company:	
Relinquished by:	Date/Time:		Company:		Received by:	Date/Time:		Company:	
Custody Seals Intact: A Yes A No			Custody Seal No.:		Cooler Temperature(s) °C and Other Remarks:				

APPENDIX C  
BEST MANAGEMENT PRACTICES (BMP's)  
FOR INDUSTRIAL USERS

**CALIFORNIA DEPT. OF FORESTRY AND FIRE PROTECTION (CAL-FIRE)**  
**HEMET-RYAN AIRPORT**

**BEST MANAGEMENT PRACTICES (BMPs)**  
**UNDER RIVERSIDE COUNTY AIRPORTS**  
**STORMWATER POLLUTION PREVENTION PLAN (SWPPP)**

**BMP #1 – GOOD HOUSEKEEPING**

- A. **All areas where stormwater may contact pollutants must be kept clean.**
- B. **Minimize or prevent material tracking.** (Spills cleaned as they occur)
- C. **Minimize dust generated**
- D. **Control vehicle/aircraft washing.** (Washing of vehicles or aircraft is to be done on wash racks only or wash/rinse water is to be trapped and allowed to evaporate and residue cleaned up during dry times only, do not let wash/rinse water enter airport storm drain system)
- E. **Cover stored industrial materials to prevent contact with stormwater.**
- F. **Training** (Employees to be trained in good housekeeping practices and documentation of training is to be maintained on site)

**BMP #2 – PREVENTATIVE MAINTENANCE**

- A. **Identify equipment and systems that may leak.**
- B. **Establish procedures for maintenance and repair.** (Repair and maintain any equipment that may leak pollutants where stormwater could contact and clean up leaks as needed and as they occur)
- C. **All rain drains on secondary containment at fuel tanks/farms to remain closed**
- D. **Spill kits to be supplied and maintained on all fuel trucks, fuel tanks/farms and self-serve fueling areas**
- E. **Employee Training.** (Employees are to be trained in preventative maintenance practices and documentation of this training is to be maintained on site)

**BMP #3 – SPILL AND LEAK PREVENTION AND RESPONSE**

- A. **Establish procedures to minimize spills and leaks.** (Employee training for proper use of equipment to prevent spills or leaks)
- B. **Establish procedures for leak and spill response.** (Employee training on proper procedure for prompt spill cleanup)
- C. **Training.** (Employees are to be trained in spill and leak prevention and cleanup procedures and documentation of this training to be kept on site.)

**BMP #4 – MATERIAL HANDLING AND WASTE MANAGEMENT**

- A. **Minimize handling of industrial materials and keep stored to prevent contact with stormwater.**
- B. **All waste receptacles shall have lids closed to prevent trash/waste from stormwater contact.**
- C. **Observe and keep clean outdoor material/waste handling equipment or containers.**
- D. **Training.** (Employees are to be trained in waste/material handling and documentation of this training to be kept on site)

**BMP #5 – EROSION AND SEDIMENT CONTROL**

- A. All stormwater drains on your leasehold shall be kept clean and clear of erosion and sediment.

**BMP #6 – EMPLOYEE TRAINING PROGRAM**

- A. All Employees are to be trained in above State mandated minimum BMPs (Best Management Practices) that apply to your Industrial Activity and training records to be maintained on site.

I JOSUA BISCUIOF owner/operator of CALIFORNIA DEPT. OF FORESTRY  
(PLEASE PRINT NAME)

& FIRE PROTECTION (CAL-FIRE), being an industrial activity doing business on Hemet-Ryan Airport acknowledge that I received, understand and will follow above state mandated stormwater BMPs in order to operate legally under Riverside County Airports required Industrial Stormwater Permit and SWPPP (Stormwater Pollution Prevention Plan).

Signed  owner/operator

Date: 4/17/2021

**HEMET-RYAN AVIATION, INC. – HEMET-RYAN AIRPORT**  
**BEST MANAGEMENT PRACTICES (BMPs)**  
**UNDER RIVERSIDE COUNTY AIRPORTS**  
**STORMWATER POLLUTION PREVENTION PLAN (SWPPP)**

**BMP #1 – GOOD HOUSEKEEPING**

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**BMP #6 – EMPLOYEE TRAINING PROGRAM**

- A. All Employees are to be trained in above State mandated minimum BMPs (Best Management Practices) that apply to your Industrial Activity and training records to be maintained on site.

I William Cliff owner/operator of **HEMET-RYAN AVIATION, INC.**,  
(PLEASE PRINT NAME)

being an industrial activity doing business on Hemet-Ryan Airport acknowledge that I received, understand and will follow above state mandated stormwater BMPs in order to operate legally under Riverside County Airports required Industrial Stormwater Permit and SWPPP (Stormwater Pollution Prevention Plan).

Signed *William Cliff* owner/operator

Date: 04/07/2021

**RIVERSIDE COUNTY SHERIFF'S HANGAR – HEMET-RYAN AIRPORT**

**BEST MANAGEMENT PRACTICES (BMPs)  
UNDER RIVERSIDE COUNTY AIRPORTS  
STORMWATER POLLUTION PREVENTION PLAN (SWPPP)**

**BMP #1 – GOOD HOUSEKEEPING**

- A. **All areas where stormwater may contact pollutants must be kept clean.**
- B. **Minimize or prevent material tracking.** (Spills cleaned as they occur)
- C. **Minimize dust generated**
- D. **Control vehicle/aircraft washing.** (Washing of vehicles or aircraft is to be done on wash racks only or wash/rinse water is to be trapped and allowed to evaporate and residue cleaned up during dry times only, do not let wash/rinse water enter airport storm drain system)
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- B. **Establish procedures for leak and spill response.** (Employee training on proper procedure for prompt spill cleanup)
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**BMP #6 – EMPLOYEE TRAINING PROGRAM**

- A. All Employees are to be trained in above State mandated minimum BMPs (Best Management Practices) that apply to your Industrial Activity and training records to be maintained on site.

I Jeremy White owner/operator of RIVERSIDE COUNTY SHERIFF'S  
(PLEASE PRINT NAME)

HANGAR, being an industrial activity doing business on Hemet-Ryan Airport acknowledge that I received, understand and will follow above state mandated stormwater BMPs in order to operate legally under Riverside County Airports required Industrial Stormwater Permit and SWPPP (Stormwater Pollution Prevention Plan).

Signed  owner/operator

Date: 4/27/21



APPENDIX D  
FORMS

## Airport California Monitoring Group MVO – Monthly Visual Observation Form

**THIS FORM SHOULD BE FILLED OUT ONCE PER MONTH**

Complete during daylight operating hours on days without precipitation.

Month (circle one): July Aug. Sept. Oct. Nov. Dec. Jan. Feb. Mar. Apr. May June

Airport Name: \_\_\_\_\_

Inspector Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Preceding Weather (past 48 hours): \_\_\_\_\_

Current Weather Conditions: \_\_\_\_\_

**You must inspect each drainage area. Observe the outdoor industrial equipment and storage areas, outdoor industrial activity areas, BMPs, and other sources of industrial pollutants.**

Were any BMP deficiencies noted during the review? No Yes [If yes, complete section below]			
Area	Deficiency	Corrective Action	ID any BMP SWPPP revisions*

\*SWPPP revisions only required when Airport BMPs are changed.

**You must inspect each outfall for the presence or indication of prior, current, or potential Non-Stormwater Discharges (NSWDs). Do NSWDs or evidence of NSWDs exist? No Yes [If yes, complete section below]**

Outfall	Was it an: Authorized NSWD? Yes No If "yes," is ANSWD listed in SWPPP? Yes No If "no," eliminate unauthorized NSWD	Source of NSWD:	Discharge Water Quality Clear Sheen Other (Describe)  Corrective Action*

\*Authorized NSWDs require BMPs, see Permit Section IV.B.3 – Unauthorized NSWDs must be eliminated

Outfall	Was it an: Authorized NSWD? Yes No If "yes," is NSWD listed in SWPPP? Yes No If "no," eliminate unauthorized NSWD	Source of NSWD:	Discharge Water Quality Clear Sheen Other (Describe)  Corrective Action*

\*Authorized NSWDs require BMPs, see Permit Section IV.B.3 – Unauthorized NSWDs must be eliminated

## Airport California Monitoring Group

# SEVO – SAMPLING EVENT VISUAL OBSERVATION

Airport: \_\_\_\_\_  
 Inspector's Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**INSTRUCTIONS:** A sample of stormwater discharge will be collected for visual observation and laboratory analysis a minimum of once each reporting period (July 1 – December 31 and January 1 – June 30) by an individual who has documented training in stormwater sampling and monitoring. Stormwater samples will be collected from all of the discharge locations shown on the Facility Site Map.

Complete one **Sampling Event Visual Observation Record** for each discharge location where sample collection takes place.

### I. STORM EVENT INFORMATION:

<p><b>Sampling Discharge Location #:</b> _____          (e.g., Refer to Facility Site Map)</p> <p><b>Date Samples Were Collected:</b> _____</p> <p><b>Time Samples Were Collected:</b> _____</p> <p><b>pH:</b> _____          (record test strip result within 15 minutes of collection)</p>	<p>The permit requires that samples are collected from a <b>Qualifying Storm Event (QSE):</b></p> <p>Confirm the following criteria for a qualifying storm event are met:</p> <p>Discharge occurred from at least one drainage area? <b>Yes No</b></p> <p>Preceded by 48 hours with no discharge from any drainage area? <b>Yes No</b></p> <p>Samples were collected within four (4) hours of:</p> <p style="margin-left: 40px;">a. the start of discharge; or</p> <p style="margin-left: 40px;">b. the start of operations (if the event occurs within the previous 12-hour period)    <b>Yes No</b></p>
--	---

### II. VISUAL STORMWATER OBSERVATIONS: In adequate light, perform a visual observation of the stormwater sample.

	Is the stormwater free from visible evidence of pollutants:			Description of Visible Pollutant: If you answered "No" describe below the visual evidence of storm water pollution (e.g., <i>Turbidity</i> : Sand/sediment particles present, muddy, cloudy; <i>Color</i> : milky, clear-green; <i>Odor</i> : rotten egg smell, petroleum smell; <i>Floating Solids</i> : Trash, grass clippings, leaves).	Potential Pollutant Source Description: If you noted <i>significant</i> evidence of pollutants then determine the probable pollutant sources (including run-on of pollutants from neighbors) and record a description of the potential sources below.
	No		Yes		
	Significant	Minor			
Floating / suspended materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Oil Sheen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Color	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Turbidity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Odor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Trash and debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

**ACMG ANNUAL EVALUATION FORM 2021-2022**

<b>AIRPORT NAME:</b> HemetRyan	<b>INSPECTOR NAME:</b> Daniel Vasquez
<b>TIME:</b> 8:30	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM <b>DATE:</b> 6/15/22

**SECTION I. MONITORING RECORD REVIEW**

1. Monthly Visual Observations (MVOs)

a. Were 12 Monthly Visual Observations completed?  Yes  No. If no, explain:

b. Are MVO inspection forms on-site, available for review and properly fully completed?  Yes  No. If no, explain:

c. Identify any necessary corrective actions for "No" responses above:

2. Sampling Event and Visual Observations (SEVOs)

a. Were samples collected from designated sampling locations for at least 2 qualifying storm events?  Yes  No  
 If no pick from the following: (i) the airport submitted a *Sampling Frequency Reduction Certification* via SMARTS so that it could sample only once annually  Yes. Or (ii) 2 samples were not collected because: (explain)

b. Were sampling event visual observations conducted when samples were collected?  Yes  No. If no, explain:

c. Are the sampling and analysis records (COC and data tables) maintained on-site?  Yes  No. If no, explain:

d. Are SEVO inspection forms on-site, available for review and properly fully completed?  Yes  No. If no, explain:

e. Identify any corrective action for "No" responses. [Note that explanations for a and/or b above might be that no qualifying storm events occurred. If that is the case, no corrective action is needed for lack of qualifying storm events.]

3. Has the airport SWPPP been revised between July 1, 2021 and June 30, 2022?  Yes  No

a. If "yes," list the page numbers sections that were updated:

b. Was the revised SWPPP uploaded to SMARTS?  Yes  No

c. If the answer to b is "no," will the revised SWPPP be uploaded to SMARTS in the next 10 business days?  Yes  No. If no, explain:

4. If the airport does not collect samples at the actual outfall location and samples are collected "upstream" or any other location within the drainage area, does the SWPPP contain the required explanation for Alternative Discharge Locations in Section 3.2?  Yes  No  N/A. If no, when will an updated SWPPP be uploaded to SMARTS with a revised Section 3.2 (date):

5. If the airport does not collect samples at all of the airport's industrial outfalls and the airport is sampling at a reduced number of locations, does the SWPPP contain the required explanation for the Representative Sampling Reduction in Section 3.2?  Yes  No  N/A. If no, when will an updated SWPPP be uploaded to SMARTS with a revised Section 3.2 (date):

**ACMG ANNUAL EVALUATION FORM 2021-2022**

SECTION II. INDUSTRIAL ACTIVITY AREA INSPECTION AND BEST MANAGEMENT PRACTICES EVALUATION				
<p>[NOTE: The CA IGP contains the following requirement in the Annual Evaluation section: <i>An inspection of all areas of industrial activity and associated potential pollutant sources for evidence of, or the potential for, pollutants entering the stormwater conveyance system.</i> In developing the ACMG Model SWPPP and Guidance, Group Leaders have worked with ACMG members regarding identifying "potential" pollutants that could enter stormwater and have required BMPs for any pollutants expected in stormwater. THEREFORE, if nothing has changed at the airport regarding potential pollutants (i.e. a new outside materials storage area for example), then the key evaluation in this Section is looking for any evidence that pollutants actually entered the stormwater system.]</p>				
List Potential Pollutant Source / Industrial Activity Area:	YES	NO	NA	Findings and Corrective Action:
<p><b>Hemet Ryan Aviation</b></p> <ul style="list-style-type: none"> <li>Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions</li> </ul> <p><u>Inspect Area BMPs</u></p> <ul style="list-style-type: none"> <li>Is required BMP equipment present and well maintained?</li> <li>Are Area BMPs properly designed?</li> <li>Are Area BMPs implemented as listed in SWPPP?</li> <li>Are BMPs effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater?</li> </ul> <p>"No" answers must list BMP revisions - corrective action required</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Replenish absorbent products
<p><b>Hemet Ryan fuel Tanks</b></p> <ul style="list-style-type: none"> <li>Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions</li> </ul> <p><u>Inspect Area BMPs</u></p> <ul style="list-style-type: none"> <li>Is required BMP equipment present and well maintained?</li> <li>Are Area BMPs properly designed?</li> <li>Are Area BMPs implemented as listed in SWPPP?</li> <li>Are BMPs effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater?</li> </ul> <p>"No" answers must list BMP revisions - corrective action required</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<p><b> </b></p> <ul style="list-style-type: none"> <li>Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions</li> </ul> <p><u>Inspect Area BMPs</u></p> <ul style="list-style-type: none"> <li>Is required BMP equipment present and well maintained?</li> <li>Are Area BMPs properly designed?</li> <li>Are Area BMPs implemented as listed in SWPPP?</li> <li>Are BMPs effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater?</li> </ul> <p>"No" answers must list BMP revisions - corrective action required</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

[Copy this page for additional industrial activity area inspections]

**ACMG ANNUAL EVALUATION FORM 2021-2022**

SECTION II. INDUSTRIAL ACTIVITY AREA INSPECTION AND BEST MANAGEMENT PRACTICES EVALUATION		YES	NO	NA	Findings and Corrective Action
<p><b>NOTE:</b> The CAGP contains the following requirement in the Annual Evaluation section: <i>An inspection of all areas of industrial activity and associated potential pollutant sources for evidence of, or the potential for, pollutants entering the stormwater conveyance system. In developing the ACMG Model SWPPP and Guidance, Group Leaders have worked with ACMG members regarding identifying "potential" pollutants that could enter stormwater and have required BMPs for any pollutants expected in stormwater. THEREFORE, if nothing has changed at the airport regarding potential pollutants (i.e., a new outside materials storage area for example), then the key evaluation in this Section is looking for any evidence that pollutants actually entered the stormwater system.</i></p>					
<p><u>List Potential Pollutant Source / Industrial Activity Area:</u></p>					
<p><b>Hemet Ryan Aviation - Wash Rack</b></p>					
<ul style="list-style-type: none"> <li>Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes," list corrective actions.</li> </ul>					
	<input checked="" type="checkbox"/>				
<p><u>Inspect Area BMPs</u></p>					
<ul style="list-style-type: none"> <li>Is required BMP equipment present and well-maintained?</li> <li>Are Area BMPs properly designed?</li> <li>Are Area BMPs implemented as listed in SWPPP?</li> <li>Are BMPs effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater?</li> </ul>					
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>No answers listed for BMP revision / corrective action required</p>					
<p><u>List Potential Pollutant Source / Industrial Activity Area:</u></p>					
<ul style="list-style-type: none"> <li>Is there evidence of significant pollutant entering the stormwater system from the industrial area? If "Yes," list corrective actions.</li> </ul>					
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Findings and Corrective Action</b>
<p><u>Inspect Area BMPs</u></p>					
<ul style="list-style-type: none"> <li>Is required BMP equipment present and well-maintained?</li> <li>Are Area BMPs properly designed?</li> <li>Are Area BMPs implemented as listed in SWPPP?</li> <li>Are BMPs effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater?</li> </ul>					
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>No answers listed for BMP revision / corrective action required</p>					
<p><u>List Potential Pollutant Source / Industrial Activity Area:</u></p>					
<ul style="list-style-type: none"> <li>Is there evidence of significant pollutant entering the stormwater system from the industrial area? If "Yes," list corrective actions.</li> </ul>					
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Findings and Corrective Action</b>
<p><u>Inspect Area BMPs</u></p>					
<ul style="list-style-type: none"> <li>Is required BMP equipment present and well-maintained?</li> <li>Are Area BMPs properly designed?</li> <li>Are Area BMPs implemented as listed in SWPPP?</li> <li>Are BMPs effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater?</li> </ul>					
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>No answers listed for BMP revision / corrective action required</p>					

SECTION II. INDUSTRIAL ACTIVITY AREA INSPECTION AND BEST MANAGEMENT PRACTICES EVALUATION		ACRG ANNUAL EVALUATION FORM 2021-2022	
<p>[NOTE: The CAIGP contains the following requirement in the Annual Evaluation section: An inspection of all areas of industrial activity and associated potential pollutant sources for evidence of, or the potential for, pollutants entering the stormwater conveyance system. In developing the ACRIG Model SWPPP and Guidance, Group Leaders have worked with ACRIG members regarding identifying "potential" pollutants that could enter stormwater and have required BMTs for any pollutants expected in stormwater. THEREFORE, if nothing has changed at the airport regarding potential pollutants (i.e., a new outside materials storage area for example), then the key evaluation in this Section is looking for any evidence that pollutants actually entered the stormwater system.]</p>			
<p>First Potential Pollutant Source / Industrial Activity Area:</p> <p>Cal - Fire</p>	<p>Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions.</p> <p>Inspected Area BMTs</p> <ul style="list-style-type: none"> <li>Is required BMT equipment present and well-maintained?</li> <li>Are Area BMT's property designed?</li> <li>Are Area BMT's implemented as listed in SWPPP?</li> <li>Are BMT's effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater?</li> </ul> <p>The answers must list BMT revisions - corrective action required</p>	<p>YES</p> <p>NO</p> <p>NA</p>	<p>Findings and Corrective Action:</p>
<p>First Potential Pollutant Source / Industrial Activity Area:</p> <p>Fuel Tanks</p>	<p>Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions.</p> <p>Inspected Area BMTs</p> <ul style="list-style-type: none"> <li>Is required BMT equipment present and well-maintained?</li> <li>Are Area BMT's property designed?</li> <li>Are Area BMT's implemented as listed in SWPPP?</li> <li>Are BMT's effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater?</li> </ul> <p>The answers must list BMT revisions - corrective action required</p>	<p>YES</p> <p>NO</p> <p>NA</p>	<p>Findings and Corrective Action:</p> <p>All Areas Are Self Contained to Cal Fire</p>
<p>First Potential Pollutant Source / Industrial Activity Area:</p> <p>Fuel Tanks</p>	<p>Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions.</p> <p>Inspected Area BMTs</p> <ul style="list-style-type: none"> <li>Is required BMT equipment present and well-maintained?</li> <li>Are Area BMT's property designed?</li> <li>Are Area BMT's implemented as listed in SWPPP?</li> <li>Are BMT's effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater?</li> </ul> <p>The answers must list BMT revisions - corrective action required</p>	<p>YES</p> <p>NO</p> <p>NA</p>	<p>Findings and Corrective Action:</p>

**ACMG ANNUAL EVALUATION FORM 2021-2022**

**SECTION II. INDUSTRIAL ACTIVITY AREA INSPECTION AND BEST MANAGEMENT PRACTICES EVALUATION**

[NOTE: The CMGP contains the following requirement in the Annual Evaluation section: *An inspection of all areas of industrial activity and associated potential pollutant sources for evidence of, or the potential for, pollutants entering the stormwater conveyance system. In developing the ACMG Model SWPPP and Guidance, Group Leaders have worked with ACMG members regarding identifying "potential" pollutants that could enter stormwater and have required BMPs for any pollutants expected in stormwater. THEREFORE, if nothing has changed at the airport regarding potential pollutants (i.e., a new outside materials storage area for example), then the key evaluation in this Section is looking for any evidence that pollutants actually entered the stormwater system.]*

<u>List Potential Pollutant Source / Industrial Activity Area:</u>	YES	NO	NA	Findings and Corrective Action:
<p><b>SHERIFFS AVIATION</b></p> <ul style="list-style-type: none"> <li>Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions</li> </ul> <p><b>Inspect Area BMPs</b></p> <ul style="list-style-type: none"> <li>Is required BMP equipment present and well maintained?</li> <li>Are Area BMPs properly designed?</li> <li>Are Area BMPs implemented as listed in SWPPP?</li> <li>Are BMPs effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater?</li> </ul> <p>*No* answers must list BMP revisions / corrective action required</p>	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
<p><b>FUEL TANK STORAGE</b></p> <ul style="list-style-type: none"> <li>Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions</li> </ul> <p><b>Inspect Area BMPs</b></p> <ul style="list-style-type: none"> <li>Is required BMP equipment present and well maintained?</li> <li>Are Area BMPs properly designed?</li> <li>Are Area BMPs implemented as listed in SWPPP?</li> <li>Are BMPs effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater?</li> </ul> <p>*No* answers must list BMP revisions / corrective action required</p>	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
<p><b>List Potential Pollutant Source / Industrial Activity Area:</b></p> <ul style="list-style-type: none"> <li>Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions</li> </ul> <p><b>Inspect Area BMPs</b></p> <ul style="list-style-type: none"> <li>Is required BMP equipment present and well maintained?</li> <li>Are Area BMPs properly designed?</li> <li>Are Area BMPs implemented as listed in SWPPP?</li> <li>Are BMPs effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater?</li> </ul> <p>*No* answers must list BMP revisions / corrective action required</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Findings and Corrective Action:



ACMIG ANNUAL EVALUATION FORM 2021-2022

SECTION III. VERIFICATION

1. Inspect non-industrial areas of the airport to verify that the condition of no exposure in those areas has been maintained. Based on that inspection, have all areas of no exposure at the airport remained free from industrial activity?  Yes  No
2. List any exceptions observed or areas of industrial activity that are not included in the SWPPP
3. Based on the site inspection results, are SWPPP revisions or additional BMPs necessary?  Yes  No  
 If "Yes," briefly list SWPPP BMP changes required and BMP implementation schedule below. (Revisions to the SWPPP must be implemented within 90 days and revised SWPPP uploaded to SMARTS.)

[Maintain completed copy of this form in the Airport's SWPPP records]

APPENDIX E  
SAMPLING FREQUENCY REDUCTION CERTIFICATION

## Sampling Frequency Reduction Certification

### Hemet Ryan Airport

According to the California General Industrial Permit (General Permit), Section XI.7a – g, Hemet Ryan Airport is eligible for a reduction in sampling frequency. As a discharger participating in a compliance group, the Airport California Monitoring Group (ACMG), the number of QSEs sampled per year will be reduced from two to one sample between July 1 and June 30 of the permit year. The following sampling reduction permit requirements have been met at the airport:

- i) The results from 4 consecutive QSE's did not exceed any NALs as defined by the General Permit. (Data below)

Sample Name	Specific Method	Analyte	Result	Units	Limit	Reports To	NAL Annual	NAL Instantaneous	Sampled
Sampling Location 1	2540D	Total Suspended Solids	1.1	mg/L	0.53	MDL	100 mg/l	400 mg/l	12/22/2016 12:40
Sampling Location 1	1664A	HEM (Oil & Grease)	<1.3	mg/L	1.3	MDL	15 mg/l	25 mg/l	12/22/2016 12:40
Sampling Location 1	Field Analysis	Field pH	6	SU	N/A	N/A	N/A	6 - 9	12/22/2016 12:40
Sampling Location 1	2540D	Total Suspended Solids	14	mg/L	1.3	MDL	100 mg/l	400 mg/l	1/9/2018 7:25
Sampling Location 1	1664A	HEM (Oil & Grease)	<1.4	mg/L	1.4	MDL	15 mg/l	25 mg/l	1/9/2018 7:25
Sampling Location 1	Field Analysis	Field pH	6	SU	N/A	N/A	N/A	6 - 9	1/9/2018 7:25
Sampling Location 1	2540D	Total Suspended Solids	49	mg/L	1.3	MDL	100 mg/l	400 mg/l	11/29/2018 10:51
Sampling Location 1	1664A	HEM (Oil & Grease)	<1.5	mg/L	1.5	MDL	15 mg/l	25 mg/l	11/29/2018 10:51
Sampling Location 1	Field Analysis	Field pH	6	SU	N/A	N/A	N/A	6 - 9	11/29/2018 10:51
Sampling Location 1	2540D	Total Suspended Solids	9.8	mg/L	0.53	MDL	100 mg/l	400 mg/l	2/14/2019 9:30
Sampling Location 1	1664A	HEM (Oil & Grease)	<1.4	mg/L	1.4	MDL	15 mg/l	25 mg/l	2/14/2019 9:30
Sampling Location 1	Field Analysis	Field pH	6	SU	N/A	N/A	N/A	6 - 9	2/14/2019 9:30

- ii) The airport is in full compliance with the requirements of the permit and has updated, certified and submitted via SMARTS all documents, data and reports required by the General Permit during the time period that the samples were collected. (Verified by permit status in SMARTS)

The sampling locations for the airport are described in the Hemet Ryan Airport SWPPP Sections 3.1 and 3.2. The sampling locations are also designated on the airport site map. In addition, BMPs implemented

by the Airport are described in SWPPP Sections 4.2, and 5.1 – 7.0. Both the airport SWPPP and the airport site map are available in SMARTS.

The submittal of this Sample Frequency Reduction through the Change of Information process in SMARTS and upload to the Airport's SMARTS Attachment page meets the certification requirement identified in Section XI.7.c of the General Permit. If at any time the above requirements are not met the airport will return to the full sampling requirements of two samples collected within the permit year.

**Exhibit D**  
**Regulations for County Airports Ordinance 576**

Hemet Ryan Airport  
Hangar Lease Agreement

*Following this page*

Exhibit D  
Regulations for County Airport Ordinance 576

**COUNTY ORDINANCE No. 576**

**AND**

**RULES AND REGULATIONS**

**FOR**

**OPERATION OF COUNTY AIRPORTS**

A cordial welcome to all users of the airports owned/operated by the County of Riverside.

The Riverside County Airports Department is engaged in the promotion and accommodation of air commerce and business as well as recreational flying. County Ordinance No. 576, and the Rules and Regulations thereby implemented, are intended to assure orderly and safe operations at the County's airports. The rights, privileges and obligations of the airports' users are listed for the protection of all persons.

ORDINANCE NO. 576

AN ORDINANCE OF THE COUNTY OF RIVERSIDE

REGULATING COUNTY AIRPORTS

The Board of Supervisors of the County of Riverside, State of California, do ordain as follows:

ARTICLE I  
GENERAL PURPOSE

Section 101. The purpose of this ordinance is to provide minimum standards to safeguard life, limb, property and public welfare by regulating and controlling the various activities on airports, heliports or STOLports owned or operated, or both by the County of Riverside.

ARTICLE II  
GENERAL PURPOSE

Section 201. Whenever in this ordinance the following terms are used, they shall have the meanings respectively ascribed to them in this section.

- a) "Airport" is any airport, heliport or STOLport owned or operated, or both owned and operated, by the County.
- b) "County" is the County of Riverside.
- c) "Director" is the Airports Director of the County, or his designated representative.
- d) "Person" is any individual, firm, partnership, joint venture, corporation, association, joint stock association, political party, club, organization or trust, and includes any trustee, assignee, or similar representative thereof.

ARTICLE III  
GENERAL PROVISIONS

Section 301. The provisions of this ordinance and the regulations prescribed pursuant to this ordinance are imposed by County as conditions for the privilege of entering upon or using any airport.

Section 302. The Director shall have the authority and the duty to prescribe reasonable regulations relating to the use of any airport by the public. Any such regulations shall first be submitted to the Riverside County Airport Commission for its recommendations, and thereafter, such regulations shall be submitted to the Board of Supervisors for approval before taking effect. All regulations so prescribed and approved shall be filled in the office of the Director, made available for public inspection and publicly posted at each airport.

Section 303. In the event the Director determines that the provisions of any regulation prescribed pursuant to this ordinance would, if enforced, cause unnecessary hardship or practical difficulties inconsistent with economic feasibility, or would do manifest injustice, or impose a burden upon any person disproportionate to any benefit to the general



public or the an airport, he may grant for a period not to exceed 60 days, an exception or variance to such provision or regulation, but only to the extent that such exception or variation does not violate any other ordinance, or any State or Federal Statute or regulation.

Section 304. The provisions of this ordinance and the regulations prescribed pursuant to this ordinance are a supplement to any other local laws or ordinances, including State and Federal statutes and regulations, that may be in effect and in no manner will these provisions and regulations be construed to reduce or limit the authority of said ordinances, statutes and regulations.

#### ARTICLE IV SEVERABILITY

Section 401. If any section, subsection, paragraph, sentence, clause or phrase contained in this ordinance, or in any regulation prescribed pursuant thereto, is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or of any regulation prescribed pursuant thereto, it being expressly declared that this ordinance and the regulations prescribed pursuant thereto and each section, subsection, paragraph, sentence, clause and phrase thereof would have been adopted, irrespective of the fact that one or more other section, subsection, paragraph, sentence, clause or phrase be declared invalid or unconstitutional.

#### ARTICLE V PENALTY FOR VIOLATION

Section 501. Any person violating any of the provisions of this ordinance and the regulations prescribed pursuant to this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than \$500.00 or by imprisonment in the County jail for a period not exceeding six months or by both such fine and imprisonment. A separate offense shall be deemed to have been committed for each day that such violation continues.

#### ARTICLE VI EFFECTIVE DATE

Section 601. This ordinance shall take effect 30 days after its adoption.

BOARD OF SUPERVISORS OF THE COUNTY OF RIVEERSIDE, STATE OF CALIFORNIA

By: Walt Abraham, Chairman, Board of Supervisors.

Dated: February 27, 1979

## REGULATIONS FOR COUNTY AIRPORTS

The following regulations are prescribed for County Airports pursuant to Section 302 of County Ordinance No. 576:

SECTION A. DEFINITIONS. Whenever the following terms are used in these regulations, they shall have the meanings respectively ascribed to them in this section.

- 1) "Aircraft" is any manned contrivance used or designed for navigation of, or flight in, the air.
- 2) "Air Operations Area" includes the runways and taxiways of an airport and all aircraft surface maneuvering areas.
- 3) "Airport" is any airport, heliport or STOLport owned or operated, or both owned and operated, by the County.
- 4) "Board" is the Board of Supervisors of the County of Riverside.
- 5) "County" is the County of Riverside.
- 6) "Director" is the Airports Director of the County, or his designated representative.
- 7) "Person" is any individual, firm, partnership, joint venture, corporation, association, joint stock association, political party, club, organization or trust, and includes any trustee, assignee or similar representative thereof.
- 8) "Vehicle" is any device in, upon or by which any person or property may be propelled, moved or drawn upon a highway or the surface areas of an airport.

### SECTION B. GENERAL AIRPORT REGULATIONS.

- 1) Each airport shall be open for public use at such hours, and subject to such restrictions as are necessary in the interest of safety, as may be determined by the Director.
- 2) Any permission granted by the County or Director, either directly or indirectly, expressly or by implication, to any person to enter upon or use an airport, or a portion thereof, is conditioned upon compliance with the provisions herein, entry upon, or use of, and airport, or a portion thereof, shall constitute an agreement by any person to comply with such regulations.
- 3) Every person exercising the privilege of entering upon or using an airport does so at his own risk without liability to the County, its agents and employees for any loss, damage, or injury to person or property resulting therefrom.
- 4) Any person desiring to use an airport, or any portion thereof, for any revenue producing activity shall file an application for an appropriate permit, license, or agreement with, and on forms prescribed by, the

Director and shall pay the fees, rates or charges as established by resolution of the Board. Because of the nature of a particular activity, there may be additional or special requirements for a permit, license or agreement, such as insurance, equipment, inspections, approved performance bonds, or whatever may be required for the protection of the public and the County.

- 5) No person shall solicit at any airport in any manner or for any purpose, not otherwise protected or exempt under applicable federal, state or local law, without first obtaining permission in writing from the Director. Such soliciting shall be carried out in the manner and at such locations and times as prescribed by the Director.
- 6) No person shall perform a parachute jump except under emergency conditions or operate an airship, a balloon, hang glider, a model aircraft or similar contrivance upon any airport without first obtaining permission in writing from the Director.
- 7) No person shall post, distribute or display any signs, posters, advertisements, circulars, printed or written matter of any type at any airport with out first obtaining permission in writing, from the Director. The provision of this Subsection 7 shall not apply to any person who posts, distributes or circulates such printed matter within the interior spaces of a building which are being leased by such person or to any person who distributes displays or circulates printed or written matter otherwise protected or exempt under applicable federal, state or local law.
- 8) No person shall enter any restricted area at any airport posted as limited to "Authorized Persons Only," "Closed" or similar working without authorization from the Director or by County's lessee of such area.
- 9) No person shall willfully abandon any personal property on any airport.
- 10) No person shall hunt, pursue, trap, catch, injure or kill any bird or animal, conduct target practice or discharge firearms on any airport without authorization from the Director.
- 11) No person shall place or deposit, or leave to be placed or deposited, any garbage, refuse, papers or other materials at any airport except in receptacles provided for that purpose.

#### SECTION C. AIRCRAFT OPERATIONS AND FACILITIES REGULATIONS

- 1) No person shall navigate any aircraft to, on, from or over any airport nor service, repair or maintain any aircraft on any airport, except in conformity with the rules and regulations prescribed by the Federal Aviation Administration of the United States of America and the Department of Transportation of the State of California and the regulations prescribed herein, presently in effect or hereinafter promulgated or prescribed.
- 2) Aircraft shall be operated on the ground or in flight in a manner that will create the least amount of noise commensurate with safe operation.
- 3) No person shall operate at any airport an aircraft that is not equipped with effectively functioning wheel brakes.
- 4) No person shall operate at any airport an aircraft equipped with a tail skid in place of a tail wheel.

- 5) Taxing aircraft shall yield the right-of-way to emergency vehicles.
- 6) Aircraft shall be taxied at a safe and reasonable speed commensurate with existing conditions and with due regard for other persons and property.
- 7) Aircraft shall not be taxied into or out of any repair or storage hangar. Aircraft engines shall not be operated within any hangars.
- 8) Formation take-offs and landings are prohibited.
- 9) No person shall perform any aircraft aerobatics over any airport or within established aircraft traffic patterns.
- 10) All aircraft shall be operated in such a manner as to conform to established traffic patterns.
- 11) No engine in an aircraft shall be started or operated unless a competent person is at the aircraft controls and the aircraft is adequately restrained in place. Aircraft engines shall not be operated in such a manner as to endanger life or property.
- 12) In the event of an emergency, performance of repairs or maintenance to an airport, or any portion thereof, or any other matter incidental to the proper operation of an airport, the Director may direct that an aircraft be moved from such airport or moved to another location at such airport. The owner or operator of an aircraft shall promptly remove or move such aircraft if so directed by the Director, and in the event such aircraft is not removed or moved, the Director may take whatever action is necessary to remove or move the aircraft, at the expense of the owner or operator, and without liability to the County, its officers, employees or agents, for any and all damages which may result there from.
- 13) In the event of an accident, the owner or operator shall be responsible for the prompt removal of damaged or disabled aircraft, or parts thereof, unless required or directed to delay such action pending an investigation. In the event it becomes necessary, the Director may take whatever action is necessary to move such damaged or disabled aircraft, or parts thereof, at the expense of the owner or operator, and without liability to the County, its officers, employees or agents, for any and all damages which may result therefrom.
- 14) No aircraft shall be left unattended unless it is properly secured in place.
- 15) No person shall base an aircraft at any airport unless such aircraft has been registered with the Director or the fixed based operator leasing an area within an airport where such aircraft is to be based.
- 16) Aircraft based at any airport shall be parked only in an aircraft parking area or hangar so designed for that purpose.
- 17) Transient aircraft shall be parked only in a transient parking area so designated for that purpose.
- 18) No ladders, cans, boxes, or other materials of any nature shall be left in any areas adjacent to or on the exterior of, any storage areas for aircraft without prior approval of the Director.

#### SECTION D. VEHICLE REGULATIONS

- 1) Vehicles shall be operated at an airport in strict compliance with the motor vehicles laws of the State of California and local jurisdictions and

- the regulations prescribed herein, presently in effect or hereinafter promulgated or prescribed.
- 2) No person shall operate a vehicle within the air operations area at any airport without authorization from the Director except governmental officers and employees in the performance of their duties.
  - 3) Any person authorized to operate a vehicle within the air operation area shall display a ramp flag on the outside of said vehicle in accordance with the rules and regulations prescribed by the Federal Aviation Administration of the United States, or said vehicle shall be equipped with an amber or red rotating beacon on the outside thereof.
  - 4) Any person authorized to operate a vehicle within the air operations area shall exercise extreme caution at all times so as to keep clear of aircraft and shall yield the right-of-way to aircraft.
  - 5) Vehicles shall be operated on established streets and roadways in strict compliance with the speed limits posted on traffic signs and, in any event, not in excess of 25 miles per hour and in a safe and reasonable manner.
  - 6) Vehicles shall not be parked on an airport other than in the manner and at the locations so designated for such parking.

#### SECTION E. FIRE PREVENTION REGULATIONS

- 1) No aircraft shall be fueled or drained while the engine or electrical equipment is operating or while an aircraft, or any portion thereof, is within a hangar or other enclosed space.
- 2) During all fueling operation, the aircraft and fuel dispensing equipment shall be grounded in such a manner so as to eliminate static electrical hazards.
- 3) Any person engaged in fueling operations shall exercise due care to prevent the overflow of fuel.
- 4) Smoking, open flames, flame producing devices or other sources of ignition shall not be permitted within 50 feet of any fueling operation or of any fuel storage area or fuel vehicle.
- 5) No aircraft shall be started while there is fuel on the ground, under or otherwise within close proximity of such aircraft.
- 6) Hangar floors shall be kept clean and free of oil, and no volatile or flammable substance shall be used for cleaning purposes in hangars or other enclosed spaces.
- 7) Degreasing of aircraft or aircraft engines shall be performed only in the areas so designated for such purpose.
- 8) No boxes, crates, paper or other rubbish or litter of any kind shall be permitted to accumulate at any airport, and any cans, bottles or other container containing oil, paint, dope, varnish or similar flammable substances shall be removed from hangars or other enclosed spaces immediately upon being emptied of any such substances.
- 9) No substance of any nature shall be stored in such a manner so as to constitute a fire hazard or to prevent access to hangars or other enclosed spaces by fire fighting personnel or equipment.
- 10) Any person leasing space at an airport who uses or causes to be used flammable substances within such space shall (a) provide suitable

metal or metal-lined receptacles with tight fitting covers for the collection and storage of oily waste rags and other flammable rubbish and, (b) provide and maintain in proper working order adequate and readily accessible fire extinguishers.

The foregoing Regulations for County Airports are hereby approved.

BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: Walt Abraham, Chairman, Board of Supervisors

Dates: June 12, 1979

FIRST AMENDMENT TO REGULATIONS  
FOR COUNTY AIRPORTS

The Regulations for County Airports heretofore approved by the Board of Supervisors on July 12, 1979, are hereby amended by adding subsection (12) to Section B thereof to read:

(12) Any person subject to aircraft landing fees or instrument landing system fees, or both such fees, as established by resolution of the Board for any airport, shall pay such fees promptly, such fees shall be publicly posted at each airport where such fees are applicable.

The foregoing First Amendment to Regulations for County Airports is hereby approved.

BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: A. A. McCandless, Chairman, Board of Supervisors

Dated: April 14, 1981



County of Riverside  
TLMA Aviation  
4080 Lemon Street, 14<sup>th</sup> Floor, Riverside, CA 92501

FOR COUNTY CLERK USE ONLY

## NOTICE OF EXEMPTION

April 12, 2023

**Project Name:** Approval of the Hemet-Ryan Airport - Hangar Lease Agreement between the County of Riverside, as Lessor, and Mathew Delisio, as Lessee, Hemet, CA

**Project Location:** Hemet-Ryan Airport, Assessor Parcel Number 456-020-002 (a portion)

**Description of Project:** The County of Riverside, a political subdivision of the State of California ("County"), owns a 4,200 square foot hangar and adjacent 2,500 square foot hangar, both located at the Hemet-Ryan Airport, located in the County of Riverside, State of California identified by Assessor's Parcel Number 456-020-002 ("Property").

Matthew Delisio, an individual, as lessee ("Lessee"), and the County, as Lessor, entered into the Hemet-Ryan Airport – Hangar Lease Agreement dated December 1, 2017 ("Original Lease") for use of the Property. The term of the Original Lease expired on November 30, 2020, and the Lessee has remained on the Property under a month-to-month holdover. The County and Lessee negotiated a Hemet-Ryan Airport- Hangar Lease Agreement ("Lease") for a five-year lease renewal, to continue the operation of his aircraft storage and specialized service business of reconditioning and remarketing of aircraft .

The Lease has been identified as a proposed project under the California Environmental Quality Act (CEQA) because a discretionary action is required for approval. Approval of the Lease will provide the Lessee with a lease term renewal and will not result in any direct effects on the environment. Subsequently, this Lease will not result in any significant environmental impacts or include any mitigation measures.



**Name of Public Agency Approving Project:** County of Riverside

**Name of Person or Agency Carrying Out Project:** Riverside County Transportation and Land Management Agency – Aviation Division

**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b)(3), General Rule or “Common Sense” Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

**Reason Why Project is Exempt:** The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project is limited to an expansion to the Leased Premises by Ramko and does not include a new development. Furthermore, this project would not result in any physical direct or reasonably foreseeable indirect impacts to the environment.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The project, as proposed, will be consistent with the existing land use and would not result in a physical change to the property. These improvements fall within the criteria identified in Section 15301 (c) and (d) which allow for the repair and maintenance of existing transportation facilities and rehabilitation of structures and facilities to meet standards of health and safety. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b)(3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. Approval of the Lease would result in the same continued operation of the Property, and will not create any new significant direct or indirect environmental impacts. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Signed: Jose Ruiz Date: 04/12/2023  
Jose Ruiz, Senior Real Property  
Agent, County of Riverside  
TLMA-Aviation Division

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION TO BILL  
BY JOURNAL VOUCHER**

**Project Name:** Approval of the Hemet-Ryan Airport - Hangar Lease Agreement between the County of Riverside, as Lessor, and Mathew Delisio, as Lessee, Hemet, CA

**Accounting String:** 523220-40710-1910700000 - ED19103001

**DATE:** April 12, 2023

**AGENCY:** Riverside County

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED AND PRESENTED BY: Jose Ruiz, Senior Real Property Agent, TLMA-Aviation

Signature: Jose Ruiz

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: Cassandra Sandoval

DATE:

RECEIPT # (S)

Hemet-Ryan  
Airport

Whittier Ave



Matthew Delisio

APN: 456-020-002



# COUNTY OF RIVERSIDE

## Transportation and Land Management Agency



Transportation

Planning

Building & Safety

Code Enforcement

Aviation

March 15, 2023

**SENT VIA EMAIL:** [Publiclands@hcd.ca.gov](mailto:Publiclands@hcd.ca.gov)

Housing and Community Development  
California Department of Housing and Community Development (HCD)  
2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833

Re: Hemet-Ryan Airport – Hangar Lease Agreement (Non-Disposal Property Determination)  
Assessor Parcel Number: 456-020-002

Dear Department of Housing and Community Development,

The Riverside County Transportation and Land Management Agency (TLMA), Aviation Division, has negotiated a hangar lease agreement. The County-owned property subject to this transaction is located within the Hemet-Ryan Airport, County of Riverside, State of California, and consists of an approximately 4,200 square foot aircraft hangar building and adjacent 2,500 square foot aircraft hangar building, and adjacent site area as depicted on the Site Plan attached hereto as and is identified as a portion of Assessor Parcel Number 456-020-002.

The Surplus Land Act (SLA), pursuant to Section 102(h)(1), defines non-disposals of leased land as **“lease of land on which no development or demolition will occur, or which has a term that is less than five (5) years.”** Although the term of the current lease is five years, there will be no development or demolition, as a result of the amendment.

TLMA believes that this is all of the information required to establish this transaction as a non-disposal. A copy of the Hangar Lease Agreement is attached hereto for reference. Please let us know if any further information is necessary, or if there are any questions regarding any aspect of this request. You may contact me at 951-955-5746 or via email at [jruiz@rivco.org](mailto:jruiz@rivco.org).

Respectfully,

Jose Ruiz  
Senior Real Property Agent

**Loomis, Kimberly**

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**From:** Wahid, Imaez@HCD <Imaez.Wahid@hcd.ca.gov>  
**Sent:** Tuesday, March 21, 2023 1:18 PM  
**To:** Ruiz, Jose; PublicLands@HCD  
**Cc:** Loomis, Kimberly  
**Subject:** RE: Hangar Lease Agreement - Hemet Ryan Airport (Delisio  
**Attachments:** 3.3.23 Delisio Lease Approved by County Counsel.docx

Good afternoon Jose,

I write to let you know whether the leasing of the Leased Premise via the attached draft lease (Lease) between the County of Riverside (Lessor) and Matthew Delisio (Lessee) is subject to the Surplus Land Act. According to the Lease, the term of the attached lease (Lease) is five years. However, tenant improvements, alterations, and installation of fixtures allowed under the Lease for purposes of operating the hangar and maintaining the Leased Premises in good, safe, and sanitary order and condition does not amount to demolition or development under Section 102(h)(1) of the SLA Guidelines. Therefore, the leasing of the Leased Premise via the Lease is not a disposition of surplus land, as defined in the SLA Guidelines. For this reason the Leased Premise is not subject to the SLA. HCD requests the County to contact HCD if the parties amend the Lease in the future.

Please let me know if you have any questions.

Thank you,



*Imaez Wahid*  
Senior Housing Policy Specialist  
Housing Accountability Unit  
Housing Policy Development Division  
2020 W. El Camino Avenue, Suite 500 | Sacramento, CA 95833  
Phone: 916.776.7496



 **HOUSING  
IS KEY**