

*HABERSHAM COUNTY BOARD OF COMMISSIONERS*

*EXECUTIVE SUMMARY*

**SUBJECT: RFP 2025-4 Habersham County Airport Car Service**

**DATE: October 10th, 2024**

**BUDGET INFORMATION:**

**ANNUAL-  
CAPITAL-**

**(X) RECOMMENDATION  
( ) POLICY DISCUSSION  
( ) STATUS REPORT  
( ) OTHER**

**COMMISSION ACTION REQUESTED ON: October 21, 2024**

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**PURPOSE:** To obtain Commission approval for an annual contract with FBO Drive to supply rental vehicles at the Habersham County Airport.

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**BACKGROUND / HISTORY:** The Habersham County Airport Commission has a need for consistent and reliable car service for pilots and passengers at the Airport. The Airport has used Enterprise and Hertz in the past, but both companies have struggled to meet the demands of the Airport. Habersham County put out an RFP and only received two bids. The first from FBO Drive, the second from Enterprise. The proposal submitted by Enterprise was incomplete and contained no pricing information. In the October 8<sup>th</sup> Airport Commission meeting, the BOC noted to approve the use of FBO Drive to supply the Airport with car rental service.

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**FACTS AND ISSUES:**

- A. Habersham County Airport will have dedicated vehicles that remain on-site. This will remove the issue of access created by other vendors.
  - B. FBO Drive is responsible for all heavy cleaning and turnover of rental vehicles. Habersham County employees will only be responsible for light cleaning such as removing trash.
  - C. FBO drive will invoice and collect a Concession Recovery Fee of not more than **12% of the rental fees will be paid to Habersham County monthly.**
  - D. FBO Drive will handle all logistics of rental processing and payment collection.
  - E. Booking is all virtual and cars are accessed using a lock box. This will reduce labor costs and liability for Habersham County Airport.
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**OPTIONS:**

- 1) Approve the annual contract for RFP 2025-4 Habersham County Airport Car Service with FBO Drive to supply rental car service to the Habersham County Airport.
  - 2) Deny the annual contract for RFP 2025-4 Habersham County Airport Car Service with FBO
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- Drive to supply rental car service to the Habersham County Airport.
- 3) Commission defined alternative for RFP 2025-4 Habersham County Airport Car Service to supply a car service to the Habersham County Airport.
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**RECOMMENDED SAMPLE MOTION:** Move to approve the annual contract to supply Habersham County Airport with a rental car service from FBO Drive.

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**DEPARTMENT:**

Prepared by:

Director \_\_\_\_\_

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**ADMINISTRATIVE  
COMMENTS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**DATE:** \_\_\_\_\_

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County Manager

## Bid Tabulation – RFP 2025-4 Airport Car Service, Habersham County

	FBO DRIVE		ENTERPRISE	
Class	Options In Class	Price	Options In Class	Price*
Economy	AVAILABLE	89.99	NO RESPONSE	
Compact	AVAILABLE	89.99	NO RESPONSE	
Mid-Sized	AVAILABLE	89.99	NO RESPONSE	
Full-Sized	LIMITED AVAILABILITY	139.99	NO RESPONSE	
Premium	UNAVAILABLE	N/A	NO RESPONSE	
Luxury	UNAVAILABLE	N/A	NO RESPONSE	
Minivan	PENDING AVAILABILITY	139.99	NO RESPONSE	
Convertible	UNAVAILABLE	N/A	NO RESPONSE	
Passenger Van	UNAVAILABLE	N/A	NO RESPONSE	

### Special Considerations:

1. FBO Drive will collect a Concession Recovery Fee of no more than 12% to be paid to the County monthly.
2. \*Enterprise only states, “rates will fluctuate based on market pricing.”
3. SAMPLE EARNINGS for Habersham County Airport:
  - a. If the airport rents an average of 6 small vehicles and 4 large vehicles per week Airport earnings would equal approximately \$528 per month or \$6336 annually.



HABERSHAM COUNTY

GEORGIA | Est. 1818

**Office of County Commissioners**

130 Jacobs Way, Suite 302, Clarkesville, GA 30523

706-839-0200

[www.habershamga.com](http://www.habershamga.com)

**REQUEST FOR PROPOSALS**

Habersham County Board of Commissioners is soliciting proposals for: <b>Habersham County Airport Rental Car Service Contract</b>	
<b>RFP Released</b>	September 4th, 2024
<b>Deadline for Proposal Questions</b>	September 25th, 2024, by 2:00 PM EST
<b>Proposals due</b>	October 2nd, 2024, by 2:00 PM EST
<b>Tentative Award Date</b>	October 21st, 2024

**SUBMIT PROPOSALS TO:**

Habersham County  
Purchasing, Finance Department  
"Habersham County Rental Car Service Contract"  
130 Jacobs Way, Suite 302  
Clarkesville, GA 30523  
[purchasing@habershamga.com](mailto:purchasing@habershamga.com)  
706-839-0200



**Office of County Commissioners**  
**RFP 2025-4 Habersham County Airport**  
**Rental Car Service Contract**  
**Proposals Due Wednesday, October 2<sup>nd</sup>, 2024**  
**No later than 2:00PM EST**

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## Submittal Requirements

Each bidder must submit their proposal, enclosed in a sealed envelope or box, and marked with the bidders' name, address and labeled: **Airport Rental Car Service Contract** and addressed to:

Habersham County  
Purchasing, Finance Department  
130 Jacobs Way, Suite 302  
Clarkesville, GA 30523

Proposals shall be received no later than **2:00 PM, Wednesday October 2nd, 2024** at Habersham County's Administration Building at 130 Jacobs Way, Clarkesville, GA 30523, at which time and place all proposals will be publicly opened and acknowledged.

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00 AM and 5:00 PM, Monday through Friday, to the Board of Commissioners Office, Room No. 302 located on the top floor, excluding holidays observed by the Habersham County Board of Commissioners. For a complete listing of holidays, please visit <http://www.habershamga.com>.

## Qualifications and Experience

Proposals must provide the following information to establish the qualifications and experience of the Bidder:

1. Certification that the Bidder or its officers or any predecessor companies are not under any part of the Bankruptcy Act nor ever filed under the Bankruptcy Act within the previous seven years.

## Terms & Conditions

1. The initial term of a contract awarded as a result of this RFP shall be from date of award through completion of contract.
2. Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The Habersham

County Government assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the improper designation.

3. Habersham County reserves the right to reject any and all proposals. The County will not discriminate against any vendor submitting a bid because of race, creed, color, national origin, or handicap. The County is an equal opportunity employer.

4. Habersham County encourages all proposers to promote opportunities for diverse business, including Minority Business Enterprises (“MBE”), Female Business Enterprises (“FBE”), and Small Business Enterprises (“SBE”) to be included as sub-consultants and/or bidders. However, nothing herein should be construed to indicate that a MBE, FBE, or SBE may not apply and be selected independently. MBEs, FBEs, and SBEs that meet qualifications of this RFP are encouraged to submit their proposals for consideration.

5. Habersham County reserves the right to exercise discretion and apply its judgement with respect to all bid proposals submitted. The County also reserves the right to reject all proposals, either in part or in its entirety, or to request and obtain, from one or more of consulting firms submitting proposals, supplementary information as may be necessary for County staff to analyze the bid proposals.

6. Habersham County may elect to award a contract in multiple phases, as is deemed to be in the County’s best interest. Should the County award projects in phases, the County reserves the right to award the phases to the same firm. All proposals submitted in response to the RFP become property of Habersham County and public records and will be subject to public view.

7. All proposals shall constitute, for a period of 90 calendar days, an irrevocable offer to provide the goods/services set forth in the specifications and proposal.

8. At no time shall the successful vendor reproduce Habersham County’s logo, return address or any other identifying or proprietary information for any other purpose. Also, the vendor shall not use Habersham County in any advertisements without the written consent of the County. Refer to [https://www.habershamga.com/document\\_center.cfm?fid=277&ysnDC=1](https://www.habershamga.com/document_center.cfm?fid=277&ysnDC=1); County Commissioners Documents and Information; to download a copy of the Application for Permission to Use County Logo.

9. Habersham County Government is tax exempt. The selected vendor will be provided with Habersham County’s Sales and Use Tax Certificate of Exemption number upon request.

10. All bidders will be required to provide a Certificate of Insurance as proof of insurance and Workman's Compensation Insurance while under contract with Habersham County. Workman's Compensation Insurance should be as required by the State of Georgia.

11. Information provided within the bidder's proposal are subject to open records request per Georgia Law. For more information, please visit <https://www.habershamga.com/open-records-request.cfm>.

12. Habersham County follows the purchasing policies and procedures adopted on December 14, 2015 through Habersham County Ordinance to Chapter 1; Article 4, Division 2. Refer to [http://www.habershamga.com/document\\_center.cfm?fid=339&synDC=1](http://www.habershamga.com/document_center.cfm?fid=339&synDC=1); Finance Department Policies; for complete document.

### **Insurance Coverage Requirements**

ALL BIDDERS MUST FURNISH PROOF OF LIABILITY INSURANCE, WORKER'S COMPENSATION LIABILITY INSURANCE, AND ANY OTHER INSURANCE REQUIRED BY APPLICABLE STATE, FEDERAL, AND ADMINISTRATIVE LAW.

Such proof shall be submitted with the bid/proposal and show evidence of insurability satisfactory to Habersham County as to form and content. If the bid is selected by the County, the Bidder must maintain, at a minimum, the insurance policies and minimums indicated in the selected bid. If the Bidder maintains broader coverage and/or higher limits than shown in the bid, Habersham County shall be entitled to coverage for the higher limits maintained by the Bidder.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Habersham County. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

Bidder shall provide written notice to Habersham County immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered.

Certificates of Insurance are to list Habersham County Government, its' Officers, Officials and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability). This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Habersham County. If Habersham County shall so request, the Bidder will furnish the County for its inspection and approval such policies of



insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

The obligations for the Bidder to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Bidder from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

## **Scope of Work**

The intent of this specification is to establish contract(s) for the purchase of vehicle rental services for the Habersham County Airport on an “as needed” basis. The vehicles will be utilized to transport to and from the airport for scheduled flights.

The contracted vendor is responsible for conducting an annual vehicle rental contract for the Habersham County Airport. This proposal will be for vehicles that originate locally and will return to the same location. All rentals shall be initiated in Habersham County, but travel may extend to outside of the county or state. Offerors must be able to provide a variety of vehicle types include compact and full-sized SUVs and sedans.

To increase the availability of rental vehicles, the Habersham County Airport may select multiple rental agencies. The desired scenario will provide vehicles available on a scheduled basis, with emergency scheduled vehicle needs available with 48 or fewer hours’ notice. Habersham County will make every effort to request rental from the selected agency(s) with one (1) week advance notice.

Vehicles shall be in good operating condition, complete with air bags, air conditioning, automatic transmission, power locks, breaks, steering, and windows, and a radio. All rental vehicles must meet all Federal, State, and local vehicle requirements for safety standards, codes, ordinances, and/or regulations.

The awarded offeror shall provide twenty-four (24) hour roadside assistance with the following issues: lost keys, mechanical failures, flat tire repairs, out of gas, and towing. This service shall be included in the contracted rental rate and is the responsibility of the offeror.

Submit a description of your company and how you would plan to setup and manage the vehicles provided to the County.

## **Questions and Interpretations**

No inquiries or interpretation of meaning concerning this Request for Proposal will be made to any interested party orally. Every inquiry or request for interpretation should be made in writing via e-mail. All inquiries and requests for interpretation should be sent via e-mail to [purchasing@habershamga.com](mailto:purchasing@habershamga.com). All questions and all answers will be posted on the website [www.habershamga.com](http://www.habershamga.com). It will be the responsibility of interested parties to periodically check the website for any new information.

# SAMPLE CONTRACT

STATE OF GEORGIA

CONTRACT RFP #2025-4

## Habersham County Airport Car Rental Service

This agreement made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Board of Commissioners of Habersham County, Georgia (Hereinafter referred to as "County") and **Selected Vendor** hereafter referred to as "Contractor").

Witnesseth:

Whereas the County intends to contract to provide for Habersham County Airport Car Rental Service - RFP #2025-4, herein referred to as the "Project" and has entered into an agreement for the necessary services provided by the project and whereas, the Contractor desires to perform the project and for the contract costs as detailed.

Habersham County's RFP #2025-5 issued on September 4th, 2024, the Bidder's response (All originals are on file in the Habersham County Purchasing Department, 130 Jacob's Way Clarkesville, GA 30523), and this contract are all incorporated into and made a part of this agreement by reference.

**\$\$\$\$**

Attachments: All terms and conditions; Contractor's Bid response; Contractors cost data

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our presence this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Comm. Exp.  
Commissioners

Habersham County, Georgia

By: \_\_\_\_\_  
Ty Akins  
Chairman, Board of

Subscribed and sworn to in our  
presence this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Comm. Exp

Contractor

By: \_\_\_\_\_

Title

-Remainder of page intentionally left blank-

# Instructions to Bidders

## General Information

The Habersham County Board of County Commissioners is soliciting proposals for **Airport Car Rental Services**. Please indicate below if bid meets requirements. A complete bid must include this check list.

## Vehicle Requirements

**Please Indicate General Vehicle Availability\***

Class	Options In Class	Price
Economy		
Compact		
Mid-Sized		
Full-Sized		
Premium		
Luxury		
Minivan		
Convertible		
Passenger Van		

\*If there is anything else you would like to explain, please leave your comments below:

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**HABERSHAM COUNTY**

GEORGIA | Est. 1818

**Office of County Commissioners**

130 Jacobs Way, Suite 302, Clarkesville, GA 30523

706-839-0200

[www.habershamga.com](http://www.habershamga.com)

**Contact Page  
Request for Proposal  
Habersham County Airport  
Rental Car Annual Contract**

Quoting Company Name:	
Company Representative:	
Company Address:	
Company Phone Number:	
Representative Phone:	
Representative Email:	

**I agree to all terms and expectations of the above quote specification and hereby submit this as our official bid.**

---

Signature of authorized company representative

Date



**NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Owner, Partner or Officer of Firm, \_\_\_\_\_  
**Company Name, Address, City and State**

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of Habersham County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of Habersham County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

**FIRM NAME** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**TITLE** \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of 20\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**



**CERTIFICATE OF NON-DISCRIMINATION**

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Habersham County. The bidders may be declared, by Habersham County, ineligible for further contracts with Habersham County until satisfactory proof of intent to comply shall be made by the vendor. The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

\_\_\_\_\_  
**FIRM NAME**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**TITLE**

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



**Office of County Commissioners**  
555 Monroe Street, Unit 20, Clarkesville, GA 30523  
706-839-0200 Fax: 706-839-0219  
[www.habershamga.com](http://www.habershamga.com)

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**STATE OF GEORGIA  PROGRAM VENDOR/CONTRACTOR  
AFFIDAVIT AND AGREEMENT**

**COMES NOW** before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies it's compliance with O.C.G.A 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Habersham County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date are as follows:

\_\_\_\_\_  
EEV / Basic Pilot Program User ID Number (E-Verify)

**FURTHER AFFIANT SAYETH NOT.**

\_\_\_\_\_  
BY: Authorized Officer or Agent Signature

\_\_\_\_\_  
Contractor Address

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor Above

\_\_\_\_\_  
Company / Contractor Name

\_\_\_\_\_  
Contractor City, State, Zip Code

\_\_\_\_\_  
Date of Contract between Contractor and Habersham County

**Sworn to and subscribed before me**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

\* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV I Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security in conjunction with the Social Security Administration (SSA).

-For informational purposes please see out Airport Rules and Regulations-

**HABERSHAM COUNTY AIRPORT  
RULES AND REGULATIONS**

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# **HABERSHAM COUNTY AIRPORT**

## **RULES AND REGULATIONS**

### **Section 1. Definitions.**

- A. County shall mean Habersham County, Georgia, or its duly authorized agent, and/or the County Manager.
- B. BOCC shall mean Habersham County Board of Commissioners.
- C. Airport shall mean The Habersham County Airport.
- D. Person shall mean any individual, firm, partnership, co-partnership, corporation, company or association; including any trustee, receiver or similar representative thereof.
- E. FAA shall mean the Federal Aviation Administration.
- F. Public Airport Facilities shall mean all facilities and improvements now or hereafter connected with or appurtenant to the Airport, as are provided and made available for general use by aircraft, aircraft operators and passengers, Airport tenants in common, and other Airport users, which shall include, but not limited to; all necessary landing area appurtenances, approach areas, runways, taxiways, aprons, aircraft and automobile parking area, navigational aids, lighting facilities and fixtures as are now or may in the future be appurtenant to the Airport.
- G. Aircraft shall mean any aeroplane, airplane, gas bag, flying machine, ultralight, or any contrivance now known or hereafter invented, used or designated for navigation of or flight in the air, except a parachute or other contrivance used primarily as safety equipment.
- H. Commercial Operations/Activities shall mean any operation of an aircraft for compensation or hire, or any services performed incidental to the operation of any aircraft for which a fee is charged or compensation received including, but not limited to, the servicing, maintaining, and repairing of aircraft; the rental or charter of aircraft; the operation of flight or ground schools; the operation of aircraft for the application or distribution of chemicals or other substances; aerial photography and surveys; air shows or expositions; and the operation of aircraft for fishing. "Commercial Operations" also means the brokering or selling of any of these services but does not include any operations of aircraft as common carriers certificated (certified) by the federal government or the services incidental to certificated operations.  
Note: Shared expense flights as defined in the Federal Aviation Regulations are not commercial operations as defined in parts 8800.3100 to 8800.4600.
- I. Commission shall mean the Habersham County Airport Commission.

### **Section 2. Use of Airport Restricted**

The County shall regulate the activities of all persons or enterprises using the Airport as a base of operation, whether such operation is aeronautical or non-aeronautical in nature. No person shall use the Airport for any commercial activity unless specifically authorized in advance by written instrument approved and issued by the County. It is prohibited for any person or group of persons or organizations to use the Airport or any part thereof for any public or private show,

recreational activity, tour, demonstration or purpose other than the usual and ordinary business of the Airport, without prior approval of the County.

### **Section 3. Scope**

All persons entering on any part of the property comprising the Airport shall be governed by the rules and regulations prescribed herein, in addition to other laws applicable thereto. The regulations are subject to amendment.

### **Section 4. Privilege of Using Airport**

The privilege of using the Airport and its facilities shall be conditional upon the assumption of full responsibility and risk by the user thereof, and the user shall release and indemnify the Commission, the County, its officers and employees, from any liability for loss resulting from such use, as well as claims of third persons issuing therefrom. The privilege of using the Airport shall be upon further condition that any person desiring to use the same, shall observe and obey all valid laws, resolutions, orders, rules, and regulations promulgated and enforced by the County.

### **Section 5. Lease of Airport Property to Private Individuals, Companies or Corporation.**

The County may lease property within the building area or other portions of the Airport for the private construction of hangars, building, aprons, taxiways and auto parking lots in accordance with the approved Airport Layout Plan. All leased property and all buildings or structures erected on the leased property will be utilized for aviation related activity. Storage of non-aviation equipment, such as automobiles, boats, farm equipment in a private hangar or conducting of non-aviation business in any structure must be incidental to the aviation activity. No lease will be written for a term in excess of twenty years. Any private structure or hangar not in use for aviation purposes, unless so authorized by the County, must be removed after written notice by the County. If not removed 30 days from written notice, such structures or hangar shall be deemed abandoned and possession will pass to the County. Leased land from which any building, hangar or structure is removed after due notice, will be cleaned and put back in its original condition. Leased property on the Airport may be subleased by the lessee only with written approval of the Airport/County. Lessee and sublessee shall review the rules and regulations of the Airport and sign a written statement acknowledging their understanding and acceptance of said rules and regulations.

### **Section 6. General Rules – Property Rights**

All persons are deemed to have consented to the right of the County to take possession of any of their aircraft and related property for violation and enforcement of any of these rules and regulations.



**Section 7. Sanctions for Violation of Rules and Regulations Including Suspension of Right to Use Airport**

Any person who fails to leave the Airport or a specified area thereof after requested to do so by the County; or any person operating or handling an aircraft in violation of any of these rules; or any person refusing to comply with the rules after proper request to do so by the County or an authorized representative of the County, may be removed from the Airport immediately without further notice. The County Manager shall have the authority to suspend or permanently restrict the violator's use of the Airport. In the event the County Manager should seek to suspend or permanently restrict the alleged violator's use of the Airport, the County Manager shall notify the alleged violator in writing the basis for the alleged violation. No sooner than three days after the notice of the violation is mailed to the alleged violator, and no later than ten days after the notice is mailed to the alleged violator, the Commission shall hold a hearing to determine whether the violator has violated these rules and regulations, and if so, the appropriate sanction. The alleged violator shall have the right to confront and cross examine witnesses and present evidence. The alleged violator shall have the right to appeal the decision to the Habersham County Board of Commissioners. Any violation of this ordinance shall be a misdemeanor, punishable by fine in any sum not exceeding \$1,000.00. Rental cost for the reasonable maintenance and storage of the aircraft and attendant property thereto shall be recoverable on behalf of the Airport by the Airport/County.

**Section 8. General Rules and Regulations**

- 8.01 Safeguard of persons and property: The County or the Fixed Base Operator (FBO) shall at all times have authority to take such action as may be necessary to safeguard any person, aircraft, equipment or property at the Airport, including the enforcement of these Rules and Regulations.
- 8.02 Sanitation: No person shall dispose of garbage, papers, refuse or other materials at the Airport except in the receptacles provided for such purpose.
- 8.03 Liquid Disposal: No fuels, oils, dopes, paints, solvents or acids shall be disposed of or dumped in drains, on the ramp areas, catch basins, ditches, or elsewhere on the Airport, except in specifically designated areas.
- 8.04 Preservation of Property: No person shall destroy, injure, or disturb in any way any building, sign, equipment, marker or other structure, trees, flowers, lawn or other property at the Airport.

- 8.05 Use of Another's Property: No person shall use, interfere or tamper with any aircraft (including putting into motion the engine of such aircraft), or any aircraft part, equipment, accessory, instrument or tool of another, unless specifically authorized by the owner.
- 8.06 Lost Articles: All lost articles found at the Airport shall be turned into the Airport Fixed Base Operator. Any such articles not claimed in sixty (60) days will be disposed of in accordance with established County policy and State law.
- 8.07 Restricted Areas: No person shall enter upon any restricted area, including the airfield area, landing area, ramp, aircraft parking and storage areas, or any other areas of the Airport as may be designated "restricted", except:
- a. Persons assigned to duty therein.
  - b. Authorized representative of the FAA.
  - c. Persons authorized to do so by the County
  - d. Passengers, under appropriate supervision, entering the apron for the purpose of embarkation or debarkation.
  - e. Persons engaged, about to be engaged, or having been engaged in operation of any aircraft.
  - f. Persons authorized under contractual agreements with the County Airport for services to be performed at the Airport.
- 8.08 Use of Roads and Walks:
- a. No person shall operate a vehicle or walk upon Airport property except on designated roads, walkways, or places provided for the particular class of traffic.
  - b. No person shall occupy the roads or walks in such a manner as to hinder or obstruct their proper use.
- 8.09 Surreptitious Activities: Any person observing suspicious, unauthorized, or criminal activities shall report such activities immediately to the Airport, the Habersham County Sheriff's Department, or other law enforcement agency or peace officer.
- 8.10 Loitering and Refusal to Comply: Any person or persons who shall refuse to comply with these rules and regulations, after proper request to do so by County or its authorized representative, including the FBO and the County Manager, shall be requested to leave the Airport; and, in the event of his or her refusal or failure to comply with such request shall be regarded as a trespasser, subject to forcible ejection and prosecution under the law. No person shall come upon the Airport property after such person has been suspended or denied access to the Airport.
- 8.11 Use of Shop Areas: All shops, garages, equipment, and facilities are for the conduct of the owner's or lessee's business and operations at the Airport. No person other than employees of the owner or lessee shall make use of these facilities or loiter around such premises without permission of the owner or lessee.
- 8.12 Smoking: Airport Smoking is prohibited except in designated smoking areas.

- 8.13 **Damage to Airport:**  
Any person or entity causing damage of any kind to the Airport, whether through violation of any of these rules or through vandalism or any act of negligence, shall be liable to the County for all damages caused by the actions of said person or entity.
- 8.14 **Unauthorized Structures:** No structure may be erected at the Airport without prior written approval by the County.
- 8.15 **Unauthorized Signs:** No signs, equipment, portable buildings and/or trailers may be erected, moved in, or installed except as may be specifically authorized by the County.
- 8.16 **Lien for Charges, Possessory Right:** To enforce the payment of any charge made for lease of Airport property, hangar, or building rental, tie down fee, repairs, improvements, storage, or care of personal property, made or furnished by the County or its agents, the County shall have the right to place a lien upon such property, which shall be enforceable as provided by law. To enforce the payment of any such charge, the County may retain possession of such property until all reasonable, customary, and usual compensation shall have been paid in full.
- 8.17 **Agricultural Operations:** Agricultural spraying operations, if authorized, will be conducted in accordance with procedures approved by the County and only from designated areas at the Airport. Reckless flying, careless handling of chemicals, indifference toward policing the area, or intimidation of other aircraft users is prohibited. All chemical containers will be stored, handled, or disposed of in accordance with Federal and State environmental rules and regulations.
- 8.18 **Injury to a Person:** Any person going upon the grounds of the Airport, or using it for any purpose, shall do so at his own risk, to person and property, and shall hold Habersham County harmless for and on account of any injury or damage to person or property suffered thereby. Such person shall be bound by and obey the rules and regulations concerning and pertaining to the Airport.

## **Section 9. Motor Vehicle Operations**

- 9.01 **Vehicular Traffic:**
- a. All vehicular traffic shall be confined to the roads, streets, avenues and alleys provided on the grounds for that purpose, and shall not be operated at a speed in excess of twenty (20) miles per hour. Vehicular traffic by hangar tenants/owners is allowed to hangar location for the purpose of loading/unloading. Vehicles may not be stored in hangars without prior written approval by the County, except storage of automobiles in connection with travel.
  - b. Vehicles used by the County, or other authorized personnel to check the landing area will have an approved yellow and black checkered flag attached to

the vehicle and contain a mobile or portable radio transceiver tuned to the Aeronautical Advisory (Unicom) Station frequency for the Airport.

c. No person shall operate a motor vehicle of any kind on the Airport in a reckless or negligent manner.

d. Pedestrians and aircraft shall at all times have right-of-way over vehicular traffic. All vehicles shall pass to the rear of taxing aircraft.

e. No unauthorized ground vehicles shall be permitted with the runway safety area (within 200 feet of the runway centerline).

9.02 Parking: No person shall park a motor vehicle for loading, unloading or any other purpose on the Airport, other than in the areas specifically established for automobile parking and in the manner prescribed by signs, lines or other means unless authorized by the Airport/County for specific purposes i.e., loading or unloading a body from and aircraft into a hearse, and an ill person from an ambulance to an aircraft, etc. No person shall park a motor vehicles in a manner so as to obstruct roadways, nor in aircraft parking areas or on taxiways. No person shall park a motor vehicle within fifty (50) feet of the fuel farm perimeter fence enclosing the fuel farm. Vehicles in violation of parking regulations will be towed away. Any incidental charges incurred in removing and storing of said vehicle will be charged to the owner. Tie-down lessees shall be allowed to park no more than two (2) vehicles within the tie-down space area while the aircraft is transient. Vehicle parking shall not impede aircraft traffic and/or access in the tie-down area.

## **Section 10. Aircraft Operations/Air and Ground**

10.01 Federal Air Traffic Rules: The Federal Air Traffic rules and regulations promulgated by the Federal Aviation Administration for observance by aircraft operated anywhere in the United States and presently or hereafter effective, are hereby referred to, adopted and made a part hereof as though fully set forth and incorporated herein.

10.02 Licensed Pilots; Aircraft Registration:

a. Only persons holding a current Airman's License issued by the FAA shall operate aircraft upon or over the Airport without written permission; provided however, that this limitation shall not apply to students in training under properly licensed instructors.

b. With the exception of public aircraft of the federal government or of a State, territory or public subdivision thereof, or aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft – only properly registered aircraft shall be operated on or over the Airport without written permission.

c. The operation of ultralight aircrafts must be under guidelines of FAR part 103, and at times and places so designated by the Airport/County.

10.03 Aeronautical Advisory (Unicom) Station: All pilots are encouraged to call on the Aeronautical Advisory Station (Unicom frequency 122.70) to determine the active runway

and prevailing weather conditions, and to announce their position and intention for take-off and landing.

10.04 Landing and Take-Off Rules:

- a. All aircraft landing at the Airport shall use standard traffic pattern rules in accordance with the Airport/Facility Directory (AFD) and Federal Aviation Regulations (FAR) that apply.

10.05 Intoxicants and Narcotics Forbidden: No person under the influence of an intoxicant or narcotic shall operate or fly in any aircraft upon or over the Airport; provided however, that such inhibition shall not apply to a passenger when accompanied by a nurse or caretaker in an aircraft apart from the pilot.

10.06 Student Training and Practice Flying:

- a. Instructors in flying shall inform themselves and keep their students informed on all rules and regulations in effect at the Airport.
- b. Aircraft shall not be permitted to remain on the landing or take-off areas for the purpose of instructing students.

10.07 Parachute Jumping: No person shall make a parachute jump from an aircraft in the immediate vicinity of the Airport, except in case of actual emergency.

10.08 County to Close Field or Suspend/Restrict Operations: In the event the conditions of the Airport or any part of the Airport are unsafe for landing or takeoff, the County or the FBO shall have the authority to issue a NOTAM closing the entire Airport or any part thereof, or suspending or restricting operations thereupon.

10.09 Special Procedures: The County may, in the interest of safety, designate special procedures for the conduct of certain operation such as air shows, agricultural operations, etc.

10.10 Aircraft Accident Report/Removal of Wreckage:

- a. All persons involved in any aircraft accident on the Airport shall file such accident report(s) as required by the Federal Aviation Administration or National Transportation Safety Board rules and regulations.
- b. Every aircraft owner, his pilot and agents, shall be responsible for notifying FAA and for the prompt removal from operational areas of the Airport of disabled or wrecked aircraft and any parts thereof or other accident debris, when the same has been released by the FAA and/or National Transportation Safety Board upon completion of their accident investigation.

10.11 Unairworthy, Disabled or Damaged Aircraft:

- a. Unairworthy aircraft, wrecks, "junkers", or parts thereof shall not be parked or stored on the Airport unless awaiting scheduled repairs (or in the process of being repaired).

- b. All disabled aircraft and parts shall be moved to a designated area within ten (10) days of written notice from the County or the FBO.
- c. Sixty (60) days after being relocated to the designated area said aircraft may be disposed of or stored at the owner's expense and without liability for damage that may result in the course of, or after removal unless additional time is granted by the County.

10.12 Repairing of Aircrafts:

- a. No aircraft repair or overhaul shall be made or permitted on the Airport, other than by an aircraft mechanic properly licensed by the FAA and authorized by written agreement with the County for the conduct of such activity, except that nothing in these rules and regulations will operate to prevent any person, firm, or corporation from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repairs) that it may choose to perform.
- b. No person shall repair and aircraft engine, propeller or apparatus in any area of the Airport other than that specifically designated for such purpose, except that minor adjustments may be made while the aircraft is on a loading ramp preparatory to take-off, and such adjustment is necessary to prevent a delayed departure.

10.13 Parking of Aircraft:

- a. No person shall park aircraft in any area of the Airport other than those areas designated for such purpose.
- b. Aircraft will not be parked in such a manner as to hinder the normal movement of other aircraft and traffic.
- c. It is the responsibility of the pilot when leaving a parked aircraft unattended to see that it is properly secured. No aircraft shall be left unattended on the Airport unless it is adequately tied down (and/or wheels chocked) or is parked within a hangar.
- d. Aircraft shall not be parked on, or within 200 feet of any part of the landing or take-off area of the Airport; and all unhoused aircraft shall be parked in the areas designated by the County for that purpose.

10.14 Tie-down of Aircraft:

- a. The aircraft owner or his agent is responsible for the tie-down and security of his aircraft at all times and particularly during inclement weather.

10.15 Aircraft Storage: Hangars owned by the County may be rented by private individuals, companies or corporations on monthly basis for the storage of aircraft and ancillary aircraft equipment only, at such rates and under terms and conditions as established by the County and set forth in a lease agreement for such purpose.

**Section 11. Rules for Aircraft Fueling Operations**

11.01 Safety/Serviceing: In all matters related to aircraft fueling safety and servicing, the provisions of NFPA Manual 407 “Aircraft Fuel Serviceing”, together with American Petroleum Institute Quality Control Standards shall be used as the basis for all Airport fueling operations.

11.02 Authorized Operations:

- a. No fuel shall be placed in any aircraft by any person or company except by Airport vendors of aviation fuel under written agreement for this operations with the County, except that nothing in these rules and regulations will operate to prevent any person, firm, or corporation from performing any services on its own aircraft with its own employees in accordance with the “Minimum Standards for Habersham County Airport Fixed Base Operators and Tenants”.
- b. Fueling facilities must be located on leased property and fuel dispensed in accordance with aircraft fueling rules, regulations, and directives as established by the County in “Minimum Standards for Habersham County Airport Fixed Base Operators and Tenants”.
- c. Public sale of automobile gasoline for use in aircraft approved by the FAA will not be permitted on the Airport without written agreement for such operation with the County. In the absence of an approved vender, automobile gas may be privately fueled only from the aircraft-owner and in accordance with fueling procedures established by the County. No fueling shall be performed inside a hangar regardless of fuel or aircraft type.
- d. Fuel pumps and fuel trucks will clearly indicate in large print the type of aviation fuel dispensed, i.e. 100LL, 110-130 Octane, Jet-A, etc. A colored band or colored panel indicating type of fuel will be indicated on each fuel pump or fuel truck, blue – 100LL, green –110-130 octane, black – Jet-A.

11.03 Fueling and Defueling Aircraft:

- a. The pilots and passengers will exit the aircraft and the aircraft will be unoccupied during fueling operations.
- b. No aircraft shall be fueled or defueled while the engine is running or being warmed by applications of exterior heat, or while inside a hangar or other enclosed place.
- c. All aircraft will be positively grounded when being serviced with fuel. Aircraft being serviced by a fuel truck will be grounded to the fuel truck and the fuel truck will positively grounded. The grounding cable should not exceed 10,000 Ohms.
- d. Persons engaged in fueling and defueling aircraft shall exercise care to prevent overflow of fuel. Persons responsible shall take proper measure to remove volatile liquids spilled during transfer.
- e. All aircraft shall be fueled at the fuel pump or, if by truck, on the ramp clear of hangars.
- f. Aviation or auto fuels will not be stored with a hangar or other enclosed place.
- g. No person shall operate a radio transmitter or receiver or switch electrical appliances off or on in aircraft during fueling or defueling.
- h. At least 20B portable fire extinguishers shall be located within fifty (50) feet of the fueling pump on all trucks during fueling operations.

- i. The operation or use of cellular telephones within fifty (50) feet of any aircraft fueling or defueling operation is prohibited.
- j. Fuel dispensed into portable containers shall comply with the provisions of NFPA Manual 407 "Aircraft Fuel Servicing", together with American Petroleum Institute Quality Control Standards. Portable containers shall be properly grounded with a grounding cable during the loading/unloading and fueling process.

## **Section 12. Fire Protection Regulations**

- a. Every person going upon or using the Airport or its facilities in any manner, shall exercise the greatest care and caution to avoid and prevent fire, which includes good housekeeping.
- b. Compressed inflammable gas shall not be kept or stored upon the Airport, except in such place as may be specifically designated for such purpose.
- c. No inflammable substance shall be used in cleaning motors or other parts of an aircraft inside a hangar or other building.
- d. No one shall smoke, ignite a match or lighter in any building, except in specifically permitted areas.
- e. Hangar entrances shall be kept clear at all times.
- f. The floors in all buildings shall be kept clean and free from oil. Volatile, flammable substances shall not be used for cleaning the floors.

## **Section 13. Running Aircraft Engines**

If not equipped with adequate brakes, the engine shall not be started in an aircraft until and unless the wheels have been set with blocks attached to ropes or other suitable means for removing them.

- a. No engine shall be started or run unless a competent operator is at the controls of the aircraft; and no engine shall be started or run inside any building.
- b. No engine shall be started, run, or warmed up until and unless the aircraft is in such position that the propeller stream will clear all buildings and groups of people in the observation areas and path of the aircraft.
- c. Pilots are prohibited from loading and unloading aircraft with the engine running.
- d. No airplane will be left running without qualified personnel at the controls.

## **Section 14. Taxiing Aircraft**

No person shall taxi an aircraft until he has ascertained there will be no danger of collision with any person or object in the immediate area.

- a. Aircraft will be taxied at a safe and prudent speed, and in such manner as to be at all times under the control of the pilot.
- b. Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft unless an attendant is at a wing of the aircraft to assist the pilot.



c. There shall be no taxiing of aircraft by engine power into or out of hangars.

**Section 15. Conflict in Rules**

If and where there is conflict in these rules and the Federal Aviation Rules (FAR's), National Transportation Safety Board (NTSB) or the State Fire Regulations, the latter shall prevail.

**Section 16. Rules and Regulations to be Available to the Public**

Copies of these Rules and Regulations will be available at all times in the FBO's office and copies will be furnished to the owners and operators of aircraft based on the Airport. A copy of these Rules and Regulations will also be available for review on the County website, [www.habershamga.com](http://www.habershamga.com).

**Section 17. Severability**

Should any provision contained herein be held to be unenforceable, the remaining provisions of these Rules and Regulations shall remain enforceable and in effect.