

PERRY, JOHNSON, ANDERSON,
MILLER & MOSKOWITZ LLP

1 Leslie R. Perry, Bar No. 62390
2 Nicole M. Jaffee, Bar No. 255944
3 PERRY, JOHNSON, ANDERSON,
4 MILLER & MOSKOWITZ, LLP
5 438 1st Street, 4th Floor
6 Santa Rosa, California 95401
7 Telephone: (707) 525-8800
8 Facsimile: (707) 545-8242
9 Email: Perry@perrylaw.net
10 jaffee@perrylaw.net

11 Attorneys for Petitioner
12 New Sonoma FBO, Inc. dba Sonoma
13 Jet Center

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF SONOMA

16 NEW SONOMA FBO, INC. DBA
17 SONOMA JET CENTER,

18 Petitioner,

19 v.

20 COUNTY OF SONOMA; CHARLES
21 M. SCHULZ – SONOMA COUNTY
22 AIRPORT; JON G. STOUT and
23 DOES 1 through 20, inclusive,

24 Respondents.

25 VINE JET, LLC and DOES 21-24,
26 inclusive,

27 Real Party in Interest. /

28 1. Petitioner New Sonoma FBO, Inc. dba Sonoma Jet Center
("Petitioner") petitions this Court for a Writ of Mandate, directed to Respondents
County of Sonoma, Charles M. Schulz – Sonoma County Airport ("the Airport"),
and Jon G. Stout (collectively, "Respondents"). Petitioner challenges Respondents'
February 29, 2024 approval ("the Decision") of an installation and construction of
a fuel farm by Real Party in Interest Vine Jet, LLC ("Vine Jet") on Vine Jet's
leasehold at the base of the Federal Aviation Administration ("FAA") Air Traffic
Control Tower and the new airport terminal ("the Project") and the Respondents'

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
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By: Jennifer Ellis, Deputy Clerk

Case No. 24CV03452

VERIFIED PETITION FOR WRIT
OF MANDATE

/

1 June 10, 2024 refusal to accept the appeal of the Decision Petitioner submitted on
2 March 6, 2024 (“the Appeal”). Petitioner contends that Respondents violated
3 Petitioner’s due process by rejecting the Appeal and for the Decision. Petitioner
4 further contends that Respondents’ approval for the Project violates the California
5 Environmental Quality Act (CEQA), Public Resources Code section 21000 *et seq.*
6 (“CEQA”). Finally, Petitioner contends that Respondents’ Decision violates the
7 Federal Aviation Administration and the Airport’s rules and regulations.
8 Petitioner alleges as follows:

9 **PARTIES**

10 2. Petitioner is a California Corporation doing business in the County
11 of Sonoma and a Fixed Based Operator and sublessee of Redwood Hanger, LLC,
12 which leases real property at the Airport (hereinafter the “Sonoma Jet Center”).

13 3. Respondent County of Sonoma is a governmental agency and
14 political subdivision of the State of California charged with the authority to
15 regulate and administer that certain geographic portion of the State of California
16 commonly known as the County of Sonoma. Respondent Charles M. Schulz –
17 Sonoma County Airport is owned and operated by Respondent County of Sonoma.
18 Respondent was Jon Stout is the Airport Manager for Respondent Airport. The
19 Respondents are subject to the obligations and limitations of all applicable state,
20 federal, and other laws, including CEQA and the CEQA Guidelines.

21 4. Real Party in Interest Vine Jet is a California limited liability
22 company doing business in Sonoma County. Petitioner is informed and believes,
23 and based on such information and belief alleges, that Vine Jet is a lessee of real
24 property adjacent to Sonoma Jet Center (“the Vine Jet Leasehold”).

25 5. Petitioner is unaware of the true names and identities of DOES 1
26 through 20 and 21 through 40, inclusive, and sue such unnamed Respondents and
27 Real Parties in Interest, respectively, by their fictitious names. Petitioner is
28 informed and believes, and based thereon alleges, that fictitiously named

1 Respondents and Real Parties in Interest are responsible for all acts and
2 omissions described above. When the true identities and capacities of
3 Respondents and Real Parties in Interest have been determined, Petitioner will,
4 with leave of Court if necessary, amend this Petition to include such identities
5 and capacities.

6 **JURISDICTION AND VENUE**

7 6. This Court has jurisdiction over the matters alleged in this Petition
8 pursuant to Code of Civil Procedure sections 1085 and 1094.5, and Public
9 Resources Code sections 21168.5 and 21168.

10 7. Venue for this action properly lies in the Superior Court for the State
11 of California in and for the County of Sonoma pursuant to sections 393, 394, and
12 395 of the Code of Civil Procedure.

13 **STATEMENT OF FACTS**

14 8. On or around February 29, 2024, Respondents approved the Project.

15 9. The location of the Project is at the base of the air traffic control
16 tower, within the airport operations area, in a heavily trafficked area adjacent to
17 Petitioner's leasehold which violates the Airport's Development Standards and
18 Minimum Standards, which both deem the increased risk arising from the
19 installation of the fuel tank on the Vine Jet Leasehold.

20 10. On March 6, 2024, Petitioner submitted an administrative appeal of
21 the Decision to Respondents. The Appeal raised the issues outlined above.
22 Attached hereto as **Exhibit A** is a true and correct copy of the Appeal.

23 11. Petitioner is informed and believes, and based on such information
24 and belief alleges that the Project was to begin on or around June 12, 2024.

25 12. On or around June 10, 2024 – a mere day or two day before
26 construction was to begin – Respondents sent Petitioner a Response to the Appeal
27 refusing to consider the Appeal ("the Response to the Appeal"). Attached hereto as
28 **Exhibit B** is a true and correct copy of the Response to the Appeal.

13. Petitioner is informed and believes, and based on such information and belief alleges, that Respondents have not followed CEQA Guidelines.

STANDING

14. Petitioner has standing to assert the claims raised in this Petition because Petitioner's environmental, safety, and property interest are directly and adversely affected by the Decision.

STATUTE OF LIMITATIONS

15. Petitioner is informed and believes, and based on such information and belief alleges, that the statute of limitations has not accrued because the Decision is not final but does have potential for environmental impact.

ARBITRARY AND CAPRICIOUS ACTIONS

16. Petitioner brings this action on the basis, among others, of Government Code section 800, and other applicable laws, which award Petitioner's attorneys' fees in actions to overturn agency decisions that are arbitrary and capricious, such as the decisions in question in this action.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Declaratory Relief for Violation of Right to Due Process of Law (Violations of California Constitution, Article 1, §7)

17. Petitioner realleges and incorporates herein, as if set forth in full, each and every allegation contained in paragraphs 1 through 16.

18. The Airport's Minimum Standards for Aeronautical Service Providers Section 2.15(2) provides as follows:

Persons or entities aggrieved by a decision of the Airport Manager or County may appeal such decision, in writing, within 10 days after such decision is issued, pursuant to appeal procedures established by the County.

19. Here, the Airport Manager made the Decision on or around February 29, 2024. Petitioner is aggrieved by that Decision.

20. Pursuant to Section 2.15(2), Petitioner had a right to an

1 administrative appeal from the Decision by Respondents and Respondents had a
2 clear duty to provide a proper, procedurally sufficient administrative appeal.

3 21. Petitioner submitted a timely appeal of the Decision.

4 22. Respondents waited three months to respond – until two days before
5 the Project was to start – before they responded to the Appeal. And rather than
6 hear the Appeal, Respondents refused to consider the Appeal. Contrary to the
7 baseless claims in the Response to the Appeal, Petitioner has standing to appeal
8 the Decision because, *inter alia*, Petitioner will be directly negatively affected by
9 Project as it is immediately adjacent to Sonoma Jet Center.

10 23. Respondents' refusal to allow any type of fair and impartial review of
11 its Decision was arbitrary and capricious and violated Petitioner's right to due
12 process as they failed to offer any meaningful process whereby Petitioner could
13 seek redress for Petitioner's concerns regarding the safety of the public.

14 24. Respondents failed to satisfy due process requirements by refusing to
15 consider Petitioner's timely filed appeal and an opportunity to be heard prior to
16 allowing the Project to go forward. The impact of the Decision will be far reaching.

17 **SECOND CAUSE OF ACTION**

18 **Abuse of Discretion**

19 **(Violations of FAA; the Airport's Development Standards and Minimum 20 Standards; Code of Civil Procedure § 1085)**

21 25. Petitioner realleges and incorporates herein, as if set forth in full,
22 each and every allegation contained in paragraphs 1 through 24.

23 26. The Airport Code requires that "All aircraft fueling and de-fueling
24 operations shall be conducted in compliance with applicable federal, state and
25 local law, regulations, and guidance, the airport rules and regulations and the
26 airport minimum standards." Section 3-12.

27 27. Pursuant to the Airport Code, the County of Sonoma defines "Airport
28 development standards" as "the standards adopted by the County to establish the
development requirements that must be met by all persons or entities desiring to

1 construct or make improvements to buildings and facilities at the airport. The
2 development standards apply to proposed new construction, including proposed
3 alterations or improvements to existing buildings or facilities.” *Section 3-1.*

4 28. The Airport Code further defines “Airport rules and regulations” as
5 “the airport rules and regulations adopted by the county to govern the general
6 conduct of the public, tenants, employees, and commercial users of the airport in
7 the interest of safety and efficiency.” *Section 3-1.*

8 29. The Decision violates multiple provisions of the Airport’s rules and
9 regulations.

10 30. Specifically, the current design and location of Vine Jet’s fuel tank is
11 contrary to Design Standards 8.1.2, 8.2, 8.3, 8.4, and 10, among others. Installing
12 the fuel tank at its proposed location is also contrary to Minimum Standards
13 3.9.1.b and 13.2 and potentially other sections of those standards. And Vine Jet
14 fueling aircraft owned by others violates Minimum Standards 1, 2.9, 4 and 14.1(2)
15 among others. A more detailed analysis of why this project fails to meet selected
16 Design Standards and Minimum Standards follows.

17 31. Design Standard 8.1.2 states: “All above ground tanks are
18 required to be installed in an individually approved containment basin designed
19 to capture any accidental spill of the contents of the fuel storage facility and/or
20 delivery vehicle in accordance with all EPA, NFPA and other...regulations...”

21 a. None of the plans made available to Sonoma Jet Center depict
22 a containment basin designed to capture accidental spills involving the delivery
23 vehicle. A recent fuel spill at a competing Fixed Based Operator (“FBO”) at the
24 Airport demonstrates the risk of failing to have adequate containment around the
25 delivery vehicle.

26 32. Design Standard 8.2 states: “Access to and circulation around the
27 fuel storage facilities shall not impact and/or impede existing Airport roads and in
28

1 no case require the use of dedicated airside pavements or facilities. Primary
2 access roads to fuel storage sites must be designed for heavy truck traffic.”

3 a. The Vine Jet fuel farm falls woefully short of this standard,
4 triggering substantial safety issues. There appear to be two routes to access the
5 Vine Jet fuel tank.

6 i. The first route makes extensive use of Airport taxi lanes
7 and taxiways in direct contravention of the requirement that access to the fuel
8 storage facility not require use of dedicated airside pavements. This route brings
9 the fuel truck into close proximity with high speed private and commercial
10 aircraft in a very congested part of the Airport. The first route is even more
11 hazardous when one considers that the fuel truck driver will not be trained for
12 Airport operations and will be driving a vehicle that is difficult to maneuver.

13 ii. The second route to the fuel farm also requires use of
14 dedicated airside pavements. Plus, it requires use of a primary access road that is
15 not designed for heavy truck traffic. The second access route passes through
16 Sonoma Jet Center parking lot which clearly is not designed for regular heavy
17 truck traffic, and then passes directly next to Sonoma Jet Center leasehold. The
18 second route takes the over the road jet fuel delivery truck within feet of
19 extremely hot aircraft engines and exhaust gasses. Both routes are unsafe.

20 b. The Airport has argued that “dedicated airside pavements and
21 facilities” means that it is prohibited to install a special truck route on the airside
22 of the Airport.

23 i. This argument defies logic and good public safety policy
24 as one would prefer separating aircraft from heavy over the road tanker trucks
25 driven by drivers who aren’t trained to operate on airports. In fact, dedicated
26 airside pavements refers to pavements dedicated to the airside of the Airport (i.e.
27 where aircraft operate) and 8.2 clearly prohibits installation of a fuel tank that
28

1 requires use of such pavements. There is no location on Vine Jet's leasehold that
2 satisfies the requirements of Design Standard 8.2.

3 c. The Airport has also argued that the permission granted to
4 Sonoma Jet Center two years ago to install a temporary emergency fuel tank on
5 the south side of the Airport requires the Airport to permit Vine Jet to install
6 their fuel tank on the congested east side of the Airport. This argument also fails.

7 i. First, Sonoma Jet Center fuel tank is installed on a
8 temporary basis to ensure consistent fuel supply for all operators on the Airport,
9 including CDF and the airlines, through a continuing period of volatility of
10 availability of jet fuel. The Vine Jet fuel tank is being installed for convenience of
11 Vine Jet at best.

12 ii. Second, Sonoma Jet Center fuel tank is required to be
13 removed when a new location becomes available whereas the Vine Jet fuel tank
14 will be permanent.

15 iii. Finally, the location of Sonoma Jet Center tank is in a
16 generally unused corner of the Airport, whereas the Vine Jet tank is being
17 installed in an area of the Airport teeming with aircraft activity.

18 iv. Notably, Sonoma Jet Center tank was installed to
19 mitigate risk for the public by ensuring continued supply of jet fuel for critical
20 aviation operations; the Vine Jet tank increases risk to the public by creating a
21 hazardous situation in a congested part of the Airport. The two fuel storage
22 installations are not the same.

23 33. Design Standard 8.3 states: "Fuel dispensed from a stationary tank
24 is required to have a containment system of a design and depth large enough to
25 contain the amount in the tank..."

26 a. The containment system around the Vine Jet tank appears to
27 fail in this regard.
28

1 34. Design Standard 8.4 states: “Only those Airport tenants who have
2 fuel storage rights specified in their lease agreements or have a special use permit
3 shall be considered eligible for fuel storage...”

4 a. Vine Jet does not have fuel storage rights specified in their
5 lease. In fact, their lease specifically restricts them from being a “Fuel Operator.”
6 Amending the lease to allow such a change would require approval of the Board of
7 Supervisors.

8 35. Design Standard 10 states: “There shall be a minimum of 1.5 onsite
9 parking spaces for each 1,000 square feet of gross hangar area...”

10 a. A substantial contributor to the congestion near the Vine Jet
11 leasehold is the fact that this design standard has been waived by the Airport.
12 The Vine Jet hangar was approved for construction with 10 parking spaces on the
13 landside of their leasehold. In fact, at least 34 parking spaces are required based
14 on the hangar alone and before counting the parking spaces necessary for Vine
15 Jet’s retail and office installations. The net result is that Vine Jet parks
16 employee, crew and passenger vehicles outside on the Airport tarmac reducing the
17 space available to move aircraft, adding congestion, and causing a safety issue.
18 Such congestion will be severely exacerbated by installation of a fuel tank that
19 will further reduce the area available for Vine Jet to park cars and maneuver
20 aircraft on its leasehold.

21 b. It appears that the Airport has attempted to resolve this issue
22 by entering into a short term lease with Vine Jet for an air-side area that has
23 historically been used by Sonoma Jet Center for aircraft parking. Contrary to
24 good public policy the new Vine Jet lease further constrains Sonoma Jet Center’s
25 service of transient aircraft at the Airport. Also, the additional space leased does
26 not solve the congestion safety issue caused by Vine Jet’s inadequate auto parking
27 because the additional space leased by Vine Jet is only short term and the fuel
28

1 tank installation is permanent. The Airport Manager does not have authority to
2 make a long term lease without approval of the Board of Supervisors.

3 36. Minimum Standards 3.9.1.b and 13.2. Directly related to Design
4 Standard 10 above are Minimum Standards 3.9.1.b and 13.2. These Minimum
5 Standards require that a hangar constructed by a Commercial Hangar Operator
6 to "...lease or sublease adequate land, apron, vehicle parking, and facilities to
7 accommodate all commercial activities of the operator and operator's Airport-
8 approved sublessee(s): a. All required Improvements including, but not limited to,
9 apron, vehicle parking, roadway and pedestrian access, landscaping, and all
10 facilities shall be on contiguous land. b. Apron shall be equal to not less than one
11 times the hangar square footage or adequate to accommodate the movement of
12 aircraft without interfering with the movement of aircraft in and out of other
13 facilities and aircraft operating in taxilanes or taxiways, whichever is greater."

14 a. In this case, when one subtracts the area used by Vine Jet for
15 vehicle parking as well as the area for the new fuel tank plus an adequately sized
16 containment area around the over-the-road fuel truck, the Vine Jet apron area is
17 much less than the hangar square footage required by Minimum Standard 13.2.b.

18 b. Furthermore, the apron size is already insufficient to
19 accommodate the movement of Vine Jet's aircraft without interfering with the
20 movement of aircraft in and out of other facilities and aircraft operating in
21 taxilanes per Minimum Standard 3.9.1.b and 13.2.b. Adding a new fuel tank to
22 this already congested area further exacerbates this safety issue by installing a
23 permanent, immovable hazard in the middle of an already challenging aircraft
24 apron.

25 c. Again, it seems that Airport management is attempting to
26 resolve this issue by entering into a short term lease with Vine Jet for an area
27 that has been historically used by Sonoma Jet Center for aircraft parking.
28

1 Contrary to good public policy, the new Vine Jet lease further constrains Sonoma
2 Jet Center's service of transient aircraft at the Airport.

3 d. Here too, Vine Jet's short-term lease of the additional space is
4 inadequate because the additional space leased by Vine Jet is only short term and
5 the fuel tank installation is permanent. The Airport Manager does not have
6 authority to make a long-term lease without approval of the Board of Supervisors.

7 e. Moreover, with the fuel tank installed, and blocking access to
8 the newly leased area, Vine Jet will have no choice but to access the newly leased
9 area by towing aircraft across a shared taxilane in violation of Minimum
10 Standards 3.9.1.b and 13.2.a which require facilities to be constructed such that
11 the aircraft stored in the hangar will not interfere with aircraft operating in
12 taxilanes or in and out of other facilities.

13 37. Minimum Standards 1, 2.9, and 14.1.1. Minimum Standard 1.56
14 defines Self-Fueling and Aircraft Servicing as, "the fueling and/or servicing of an
15 aircraft by the owner of that aircraft with his or her own employees and using his
16 or her own equipment. Self-fueling cannot be contracted out to another party."
17 According to Minimum Standard 2.9, "The Minimum Standards do not prohibit
18 fueling or servicing of an aircraft by the owner of the aircraft with his or her own
19 employees and using his or her own equipment." Minimum Standard 14.1.1.
20 requires that "No person or entity other than a Full Service FBO, shall engage in
21 self-fueling, including constructing, installing, or leasing fuel tanks, or dispensing
22 fuel into an aircraft unless a Self-Fueling Permit authorizing such activity has
23 been obtained from the Airport." Minimum Standard 4 details the requirements
24 to serve as a Full Service FBO.

25 a. Also critical is the issue of Vine Jet offering fuel services to
26 hangar tenants without either owning or having operational control of the
27 aircraft, a practice that directly violates FAA regulations and policies. This,
28 coupled with Vine Jet operating as an FBO without meeting the comprehensive

1 service requirements outlined in the Airport's Minimum Standards, further
2 infringes upon FAA grant assurances.

3 b. The relevant FAA grant assurance requirements include:

4 i. That all airport facilities "shall be operated at all times
5 in a safe and serviceable condition and in accordance with the minimum
6 standards." FAA Airport Grant Assurance No. 19.

7 ii. That the airport mitigate existing airport hazards and
8 prevent the establishment or creation of future airport hazards. FAA Airport
9 Grant Assurance No. 20.

10 38. In short, the location of the Project introduces considerable safety
11 hazards to patrons, employees and the public the Airport's Development
12 Standards and Minimum Standards are designed to prevent.

13 39. Further, the fuel tank's location is in the middle of a congested ramp
14 busy with constant aircraft movements and directly next to the air traffic control
15 tower and the new airline passenger terminal, resulting in known safety and
16 security issues. Should the Project be completed, there is a serious risk of an
17 accident and/or incident, including fire and explosion which would result in
18 damage to people and property.

19 40. Vine Jet has the right to fuel aircraft it owns and over which it
20 exercises operational control and that right can be accomplished without the
21 placement of a fuel farm pursuant to the Project.

22 41. However, pursuant to FAA, Vine Jet does not have a right to self-fuel
23 in an unsafe location. The Airport is required to ensure that fueling is
24 accomplished in a safe and secure manner. The Project is neither safe nor secure.
25 There are other locations at the Airport where a fuel farm would be safe.

26 42. The Decision violates all of the foregoing rules, regulations and laws
27 and will put lives and property in danger.

28 43. The Respondents' lack of substantial evidence in support of the

1 Decision is an abuse of discretion rendering the Decision to summarily approve
2 the Project and reject Petitioner's Appeal arbitrary and capricious.

3 **THIRD CAUSE OF ACTION**
4 **Abuse of Discretion**
5 **(Violation of CEQA, Public Resources Code §§ 21000 *et seq.*; Code of Civil**
6 **Procedure § 1094.5)**

7 44. Petitioner realleges and incorporates herein, as if set forth in full,
8 each and every allegation contained in paragraphs 1 through 43.

9 45. Petitioner is informed and believes, and based on such information
10 and belief alleges, that Respondents have not followed CEQA Guidelines in
11 approving the Project and failed to proceed in a manner required by law. The
12 Project may have a significant impact on the environment.

13 46. In the present case, Respondent was required to comply with CEQA,
14 but has not.

15 47. Therefore, the Project constitutes a prejudicial abuse of discretion
16 and is contrary to law.

17 **PRAYER**

18 Wherefore, Petitioner respectfully requests the following relief and entry of
19 judgment as follows:

20 1. That this Court issue a peremptory writ of mandate ordering
21 Respondents to:

22 a) vacate and set aside Respondents' approval of the fuel tank
23 installation on Vine Jet's Leasehold on the grounds that it violates the FAA and
24 Airport rules and regulations.

25 b) vacate and set aside Respondents' approval of the fuel tank
26 installation on Vine Jet's Leasehold on the grounds that it violates the California
27 Environmental Quality Act, Public Resources Code section 21000 *et seq.*

28 c) suspend all activity that could result in any change or

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1 alteration to the Vine Jet's Leasehold until Respondents have taken such actions
2 as may be necessary to bring their determination, findings, or decision regarding
3 the Project into compliance with the Airport's Development Standards and
4 Minimum Standards for Aeronautical Services Providers, the FAA and CEQA.

5 2. For a stay, preliminary injunction, and permanent injunction
6 restraining the Respondents and the Real Party in Interest and their respective
7 agents, employees, officers, and representatives from undertaking any activity to
8 implement Project in any way pending full compliance with the Airport's rules
9 and regulations, CEQA, the CEQA Guidelines, and the applicable provisions of
10 the FAA;

11 3. For Petitioner's costs associated with this action;

12 4. For an award of reasonable attorneys' fees pursuant to Code of Civil
13 Procedure section 1021.5;

14 5. For such other and further relief as the Court may deem just and
15 proper.

16 PERRY, JOHNSON, ANDERSON,
17 MILLER & MOSKOWITZ, LLP

18 DATED: June 13, 2024

19 By: 

20 LESLIE R. PERRY
21 NICOLE M. JAFFEE
22 Attorneys for Petitioner
23 New Sonoma FBO, Inc. dba Sonoma Jet
24 Center
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VERIFICATION

I, JOSHUA HOCHBERG declare that I am the owner of New Sonoma FBO, Inc. dba Sonoma Jet Center PETITIONER, the Petitioner in the above-entitled proceeding; I have read the foregoing VERIFIED PETITION FOR WRIT OF MANDATE and know the contents thereof, and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Joshua Hochberg

Dated June 13, 2024

JOSHUA HOCHBERG

EXHIBIT A

**ADMINISTRATIVE APPEAL OF VINE JET FUEL TANK DECISION
6 MARCH 2024**

Mr. Jon Stout, Manager
Sonoma County Airport (STS)
2290 Airport Boulevard
Santa Rosa, CA 95403

Dear Mr. Stout:

I am writing to follow up on the communication I received from Lori Schandel of your office on March 1, 2024 indicating that on February 29, 2024 you approved the Vine Jet fuel tank installation on their current leasehold near the base of the FAA air traffic control tower. As you are aware, we have significant concerns regarding the proposed installation of a fuel tank by Vine Jet at its planned location. Please accept this letter as our formal appeal of your decision to the Sonoma County Board of Supervisors pursuant to Sonoma County Code Section 2.15. Your decision is not final until the matter is decided by the Board of Supervisors.

Please understand that I do not take the decision to appeal lightly. As a former aircraft accident attorney, I have seen firsthand the effects of failures to mitigate risk in aviation. In aviation, when we're unsafe, people can be injured or killed. That's why Sonoma Jet Center makes safety our #1 value and we invest substantial sums annually in our safety management program. It's also why we so strenuously object to the dangerous installation of Vine Jet's fuel tank as planned.

The chosen site not only disregards the Charles M. Schulz – Sonoma County Airport (the "Airport") Development Standards (the "Development Standards") and the Minimum Standards for Aeronautical Service Providers set forth by the Airport (the "Minimum Standards") but it also introduces considerable safety hazards to both patrons and employees that the Development Standards and Minimum Standards are designed to prevent. Furthermore, the fuel tank's location in the middle of a congested ramp busy with constant aircraft movements, and directly next to both the FAA air traffic control tower and the brand-new airline passenger terminal, clearly raises known safety and security issues that should be universally unacceptable. Proceeding in this manner further exposes the Airport and the county to knowing and intentional liability risks in the event of what are inevitable accident and incident risk including fire and explosion. This risk not only manifests itself in the form of an adverse judgment against the County, but also in the form of injury to people and property. It may also harm the Airport's ability to obtain insurance at favorable rates since the aviation insurance market may determine that our Airport at higher accident risk than other comparable airports nationwide. This action also places the Airport's federal funding at risk by knowingly taking action in violation of a series of Federal airport grants that the County has executed in the past and routinely executes for funding on an annualized basis.

Everyone recognizes Vine Jet's right to self-fuel, specifically to fuel aircraft it owns or over which it exercises operational control. This right can be easily established by the aircraft being registered to the Vine Jet entity which holds a lease with the Airport or the aircraft otherwise being authorized by the FAA to operate under an FAA Part 135 air carrier operating certificate issued to Vine Jet. Moreover, even if Vine Jet has the right to self fuel under the specific facts and circumstances here, they do not have a right to self-fuel in an unsafe location. Fueling of any type is subject to reasonable regulation by the Airport including principally for safety and security reasons. There is no reason why an alternate, safer location cannot be found to accomplish Vine Jet's desire to build a fuel farm.

ADMINISTRATIVE APPEAL OF VINE JET FUEL TANK DECISION
6 MARCH 2024

To mitigate these important safety and federal funding concerns, we have suggested relocating the proposed Vine Jet fuel tank to the "gun club" area – which has far lower activity and therefore lower risk. This is where Sonoma Jet Center installed its temporary tank. Alternatively, Vine Jet could install their fuel tank near the "Reach Hangar" where over-the-road tanker trucks could have direct access without transitioning dedicated airside pavements in a busy, congested area and knowingly and intentionally mixing tanker trucks with taxiing and parked aircraft in tight confines.

Both the Airport's Design Standards and Minimum Standards deem the increased risk arising from the installation of the fuel tank on the Vine Jet Leasehold as unacceptable. Specifically, the current design and location of Vine Jet's fuel tank is contrary to Design Standards 8.1.2, 8.2, 8.3, 8.4, and 10, among others. Installing the fuel tank at its proposed location is also contrary to Minimum Standards 3.9.1.b and 13.2 and potentially other sections of those standards. And Vine Jet fueling aircraft owned by others violates Minimum Standards 1, 2.9, 4 and 14.1(2) among others. A more detailed analysis of why this project fails to meet selected Design Standards and Minimum Standards follows:

- Design Standard 8.1.2 states: "All above ground tanks are required to be installed in an individually approved containment basin designed to capture any accidental spill of the contents of the fuel storage facility and/or delivery vehicle in accordance with all EPA, NFPA and other...regulations..."
 - None of the plans made available to Sonoma Jet Center depict a containment basin designed to capture accidental spills involving the delivery vehicle. A recent fuel spill at a competing STS FBO demonstrates the risk of failing to have adequate containment around the delivery vehicle.
 - Furthermore, installation of a containment system around the fuel delivery truck near the Vine Jet fuel tank on the Vine Jet leasehold, as required by the Design Standards and Federal law is not compatible with the use of the aircraft parking apron that surrounds the tank. Installing a secondary containment system around the fuel truck would require a speed bump or depression in the surface that is not compatible with aircraft taxiing or being towed. It is unsafe to install a fuel tank in a location where one could not safely comply with a critical Design Standard that is required for public safety.
- Design Standard 8.2 states: "Access to and circulation around the fuel storage facilities shall not impact and/or impede existing Airport roads and in no case require the use of dedicated airside pavements or facilities. Primary access roads to fuel storage sites must be designed for heavy truck traffic."
 - The Vine Jet fuel farm falls woefully short of this standard, triggering substantial safety issues. There appear to be two routes to access the Vine Jet fuel tank.
 - The first route makes extensive use of Airport taxi lanes and taxiways in direct contravention of the requirement that access to the fuel storage facility not require use of dedicated airside pavements. This route brings the fuel truck into close proximity with high speed private and commercial aircraft in a very congested part of the Airport. The first route is even more hazardous when one considers that the fuel truck driver will not be trained for Airport operations and will be driving a vehicle that is difficult to maneuver.
 - The second route to the fuel farm also requires use of dedicated airside pavements. Plus it requires use of a primary access road that is not designed for

ADMINISTRATIVE APPEAL OF VINE JET FUEL TANK DECISION
6 MARCH 2024

heavy truck traffic. The second access route passes through the Sonoma Jet Center parking lot which clearly is not designed for regular heavy truck traffic, and then passes directly next to the Sonoma Jet Center leasehold on the aircraft parking apron. The second route takes the over the road jet fuel delivery truck within feet of extremely hot aircraft engines and exhaust gasses. Both routes are unsafe.

- The Airport has argued that “dedicated airside pavements and facilities” means that it is prohibited to install a special truck route on the airside of the Airport.
 - This argument defies logic and good public safety policy as one would prefer separating aircraft from heavy over the road tanker trucks driven by drivers who aren’t trained to operate on airports. In fact, dedicated airside pavements refers to pavements dedicated to the airside of the Airport (i.e. where aircraft operate) and 8.2 clearly prohibits installation of a fuel tank that requires use of such pavements. There is no location on Vine Jet’s leasehold that satisfies the requirements of Design Standard 8.2.
- The Airport has also argued that the permission granted to Sonoma Jet Center two years ago to install a temporary emergency fuel tank on the south side of the Airport requires the Airport to permit Vine Jet to install their fuel tank on the congested east side of the Airport. This argument also fails.
 - First, the Sonoma Jet Center fuel tank is installed on a temporary basis to ensure consistent fuel supply for all operators on the Airport, including CDF and the airlines, through a continuing period of volatility of availability of jet fuel. The Vine Jet fuel tank is being installed for convenience of Vine Jet at best.
 - Second, the Sonoma Jet Center fuel tank is required to be removed when a new location becomes available whereas the Vine Jet fuel tank will be permanent.
 - Finally, the location of the Sonoma Jet Center tank is in a generally unused corner of the Airport, whereas the Vine Jet tank is being installed in an area of the Airport teeming with aircraft activity.
 - Notably, the Sonoma Jet Center tank was installed to mitigate risk for the public by ensuring continued supply of jet fuel for critical aviation operations; the Vine Jet tank increases risk to the public by creating a hazardous situation in a congested part of the Airport. The two fuel storage installations are not the same.
- Design Standard 8.3 states: “Fuel dispensed from a stationary tank is required to have a containment system of a design and depth large enough to contain the amount in the tank...”
 - The containment system around the Vine Jet tank appears to fail in this regard.
- Design Standard 8.4 states: “Only those Airport tenants who have fuel storage rights specified in their lease agreements or have a special use permit shall be considered eligible for fuel storage...”
 - Vine Jet does not have fuel storage rights specified in their lease. In fact, their lease specifically restricts them from being a “Fuel Operator.” Amending the lease to allow such a change would require approval of the Board of Supervisors.
- Design Standard 10 states: “There shall be a minimum of 1.5 onsite parking spaces for each 1,000 square feet of gross hangar area...”
 - A substantial contributor to the congestion near the Vine Jet leasehold is the fact that this design standard has been waived by the Airport. The Vine Jet hangar was approved for

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construction with 10 parking spaces on the landside of their leasehold. In fact, at least 34 parking spaces are required based on the hangar alone and before counting the parking spaces necessary for Vine Jet's retail and office installations. The net result is that Vine Jet parks employee, crew and passenger vehicles outside on the Airport tarmac reducing the space available to move aircraft, adding congestion, and causing a safety issue. Such congestion will be severely exacerbated by installation of a fuel tank that will further reduce the area available for Vine Jet to park cars and maneuver aircraft on its leasehold.

- It appears that the Airport has attempted to resolve this issue by entering into a short term lease with Vine Jet for an air-side area that has historically been used by Sonoma Jet Center for aircraft parking. Contrary to good public policy the new Vine Jet lease further constrains Sonoma Jet Center's service of transient aircraft at the Airport. Also, the additional space leased does not solve the congestion safety issue caused by Vine Jet's inadequate auto parking because the additional space leased by Vine Jet is only short term and the fuel tank installation is permanent. The Airport Manager does not have authority to make a long term lease without approval of the Board of Supervisors.
- Minimum Standards 3.9.1.b and 13.2. Directly related to Design Standard 10 above are Minimum Standards 3.9.1.b and 13.2. These Minimum Standards require that a hangar constructed by a Commercial Hangar Operator to "...lease or sublease adequate land, apron, vehicle parking, and facilities to accommodate all commercial activities of the operator and operator's Airport-approved sublessee(s): a. All required Improvements including, but not limited to, apron, vehicle parking, roadway and pedestrian access, landscaping, and all facilities shall be on contiguous land. b. Apron shall be equal to not less than one times the hangar square footage or adequate to accommodate the movement of aircraft without interfering with the movement of aircraft in and out of other facilities and aircraft operating in taxilanes or taxiways, whichever is greater."
 - In this case, when one subtracts the area used by Vine Jet for vehicle parking as well as the area for the new fuel tank plus an adequately sized containment area around the over-the-road fuel truck, the Vine Jet apron area is much less than the hangar square footage required by Minimum Standard 13.2.b.
 - Furthermore, the apron size is already insufficient to accommodate the movement of Vine Jet's aircraft without interfering with the movement of aircraft in and out of other facilities and aircraft operating in taxilanes per Minimum Standard 3.9.1.b and 13.2.b. Adding a new fuel tank to this already congested area further exacerbates this safety issue by installing a permanent, immovable hazard in the middle of an already challenging aircraft apron.
 - Again, it seems that Airport management is attempting to resolve this issue by entering into a short term lease with Vine Jet for an area that has been historically used by Sonoma Jet Center for aircraft parking. Contrary to good public policy, the new Vine Jet lease further constrains Sonoma Jet Center's service of transient aircraft at the Airport.
 - Here too, Vine Jet's short-term lease of the additional space is inadequate because the additional space leased by Vine Jet is only short term and the fuel tank installation is permanent. The Airport Manager does not have authority to make a long-term lease without approval of the Board of Supervisors.
 - Moreover, with the fuel tank installed, and blocking access to the newly leased area, Vine Jet will have no choice but to access the newly leased area by towing aircraft across a

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shared taxilane in violation of Minimum Standards 3.9.1.b and 13.2.a which require facilities to be constructed such that the aircraft stored in the hangar will not interfere with aircraft operating in taxilanes or in and out of other facilities.

- Minimum Standards 1, 2.9, and 14.1.1. Minimum Standard 1.56 defines Self-Fueling and Aircraft Servicing as, “the fueling and/or servicing of an aircraft by the owner of that aircraft with his or her own employees and using his or her own equipment. Self-fueling cannot be contracted out to another party.” According to Minimum Standard 2.9, “The Minimum Standards do not prohibit fueling or servicing of an aircraft by the owner of the aircraft with his or her own employees and using his or her own equipment.” Minimum Standard 14.1.1. requires that “No person or entity other than a Full Service FBO, shall engage in self-fueling, including constructing, installing, or leasing fuel tanks, or dispensing fuel into an aircraft unless a Self-Fueling Permit authorizing such activity has been obtained from the Airport.” Minimum Standard 4 details the requirements to serve as a Full Service FBO.
 - Also critical is the issue of Vine Jet offering fuel services to hangar tenants without either owning or having operational control of the aircraft, a practice that directly violates FAA regulations and policies. This, coupled with Vine Jet operating as an FBO without meeting the comprehensive service requirements outlined in the Airport's Minimum Standards, further infringes upon FAA grant assurances.

Other areas where this project fails scrutiny include but are not limited to (a) inadequate notice of the planned development, (b) the expected construction plan does not match the plan approved by PRMD, (c) the project is not approved by the FAA as required by the Federal Aviation Regulations, and (d) other reasons not yet discovered.

We particularly emphasize concerns relating to FAA airport grant assurances, including those pertaining to operation and maintenance, hazard removal and mitigation, compatible land use, economic nondiscrimination, and exclusive rights. Any infringement upon these assurances not only endangers the Airport's federal funding but also heightens the likelihood of the FAA demanding a pro rata return of previously allocated grant funds.

Persisting with allowing Vine Jet to install the proposed fuel tank on or near their current proposed location could further jeopardize the County's eligibility for federal funding, including potential repercussions such as FAA scrutiny pursuant to 14 CFR Part 13 or 16 complaints. Allowing Vine Jet to install a fuel tank will be in violation of FAA Grant Assurances 19, 20, 21, 22 and 23. Note as well that multiple entities other than Sonoma Jet Center have standing to bring such an action.

Should the County proceed down its current path, it will inflict considerable and multifaceted harm on SJC's operations as well as the operations of other people and entities on the Airport. It will pose safety risks to not only our employees and patrons but also to Airport workers, all those using the airline terminal and all occupants of the FAA Air Traffic Control Tower. The repercussions extend well beyond financial losses to significantly compromising public safety by congesting aircraft and vehicle traffic in an inadequately sized area. Please move the proposed Vine Jet fuel tank location to one of the other, safer locations previously mentioned to you orally as well as in this letter.

Once again, we don't take the safety concerns raised in this letter lightly. We are concerned about and will take very seriously any retaliatory actions taken against us for raising these issues with you to date

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and for continuing to raise these important safety, operational, federal funding, federal compliance, liability and insurability risks.

Because these issues are so significant to us and to the Airport generally, we pursue this appeal and will likewise pursue all legal remedies available to protect Sonoma Jet Center, the Airport community, and the public at large.

Sincerely,



Josh Hochberg
Owner, New Sonoma FBO, Inc. dba Sonoma Jet Center
Managing Member, Redwood Hangar, LLC

CC: Supervisor David Rabbitt, Chair of the Board
Supervisor Susan Gorin
Supervisor Chris Coursey
Supervisor James Gore
Supervisor Lynda Hopkins

Johannes Hoevertsz, Director of Transportation
and Public Works and General Services
Clerk of the Board
Marcie Woychik, Chief Deputy Clerk of the Board

EXHIBIT B



Charles M. Schulz – Sonoma County Airport
2290 Airport Boulevard
Santa Rosa, CA 95403
Ph: 707.565.7243
www.sonomacountyairport.org

Jon G. Stout, AAE, CAE, Airport Manager

County of Sonoma – Public Infrastructure

June 10, 2024

Sonoma Jet Center
Attn.: Joshua Hochberg
6000 Flightline Drive
Santa Rosa, CA 95403

Via: Email

Subject: Response to March 6, 2024, Administrative Appeal of Vine Jet Fuel Tank Decision

Dear Mr. Hochberg:

Please accept this correspondence as the response of the County of Sonoma to your communication of March 6, 2024, entitled "Administrative Appeal of Vine Jet Fuel Tank Decision" (hereinafter "the Correspondence"). Please note that while the Correspondence is submitted in the form of an appeal of the Charles M. Schulz - Sonoma County Airport's decision to allow Airport lessee Vine Jet to proceed with a use of its leasehold, neither Vine Jet's activities on its leasehold nor the County's approval of same, to the extent they are within the approval authority of the County, are subject to appeal by non-parties to the lease. As explained more fully below, this correspondence is intended as an explanation to Sonoma Jet Center of the basis for the County's determination and the applicable procedural authority, and is not intended as an adjudication of any appeal.¹ However, out of respect for the importance of Sonoma Jet Center to operations at the Airport and a desire to maintain clarity about the consistency of operations at the Airport with applicable state, local and FAA requirements, the County makes the following response.

As you are aware, Vine Jet maintains a leasehold adjacent to the Sonoma Jet Center leasehold, and intends to conduct self-fueling operations thereupon. FAA's Airport Compliance Order 5190.6b expressly dictates that self-fueling be allowed upon regulated airports. Accordingly, while the Airport can, and does, require that self-fueling be performed consistent with reasonable Airport policy and procedure requirements, including compliance with any applicable permitting requirements and lease terms, the Airport is not at liberty to deny a proper self-fueling operation.

As an initial matter, the improvements to real property necessitated by the proposed fueling activity must be done in compliance with Permit Sonoma's building permitting process. The building permit required by Vine Jet to complete improvements to facilitate self-fueling was ministerial in nature under Chapter 7 of the Sonoma County Code, which provides a 30-day period in which to appeal decisions of the chief building officer.² The permit was issued December 4, 2023, and a revision was approved January 25, 2024.³ The required permit for the physical improvement of the leasehold does not include specific containment standards, which are established by the National Fire Protection Association (NFPA), not County building code requirements. Compliance with NFPA requirements for containment during operation is a condition of Vine Jet's permission to proceed under its lease and will be effectuated

through operational details. There are no building code requirements related to such matters required for issuance of the building permit needed by Vine Jet, and the County is not at liberty to add conditions to properly submitted building permits outside the scope of the building code. It is noted that the level of containment Sonoma Jet Center asserts is required may be effectuated by methods not requiring a permit from Permit Sonoma to complete, and it will be necessary for Vine Jet to conduct any fueling consistent with NFPA requirements. Thus, the issuance of the building permit by Permit Sonoma cannot be properly understood as establishing minimum operational safety requirements. Similarly, the Airport's permission to Vine Jet to proceed is conditioned on Vine Jet's compliance with all safety standards. As performance-based standards, compliance with NFPA and other safety requirements for fueling will be monitored and adjusted as needed in real time.

Regarding the Airport's approval of Vine Jet's activities under the Airport Development Standards, tenant approval for activities within their leaseholds is guided by the terms of the lease and the Airport Manager's review of the proposed activities in light of FAA requirements, safety, and the operational needs of the Airport generally. The development standards exist to maximize safe and efficient operations in a manner that maximizes utility and advancement of aeronautical uses of the Airport. Airport Manager has express authority to approve activities that meet the goals of the development standards even where such approval may require waiver or modification of a standard term, and the Airport Manager has routinely exercised this discretion for the benefit of many users, including Sonoma Jet Center, since adoption of the standards. (*See*, Development Standards, "Policy and Intent of These Development Standards.") Similarly, the Airport's Minimum Standards expressly vest the Airport Manager with direction to grant permission to deviate from its generally applicable requirement where the Airport Manager determines it is warranted by the circumstances. (*See*, Minimum Standards for Aeronautical Service Providers, "Policy and Intent of These Minimum Standards," Section 2.14 "Variance or Exemption.") While the Minimum Standards have an appeal procedure, it is intended to allow Airport users to challenge a determination to which they object about their own proposed improvements or activities on the Airport. (*See*, Minimum Standards, Section 2.15.) As the Development and Minimum standards are written to be applied to the terms of a lease agreement to which there are no third party beneficiaries, it would be inconsistent with both the lease terms and the Standards to read the standards as creating a right of third-party appeal to a matter of contract compliance in order to allow non-parties to modify or challenge approvals under a lease. This is particularly true in light of the discretion of the Airport Manager to approve requests not strictly meeting the terms of the standards; to read the appeal language as creating a right for a non-party to a lease to enforce strict compliance with the guiding standards would render Airport Manager discretion meaningless.

Regarding the substance of your concerns, it should be noted that the self-fueling location is not outside the existing footprint of Vine Jet's current lease and does not require a new lease or lease amendment. Similarly, concerns about allowing a fuel storage farm site are inapposite, as the approved use does not fall within the definition of that activity. While your concern for strict compliance with the Airport's adopted standards is noted, it has been and continues to be the policy of the Airport management to review the Development Standards and Minimum Standards against the operational and safety interests of a specific request, and we will exercise its discretion in favor of maximizing utility of the Airport for all users where safe and appropriate. Such allowances have also been made in favor of Sonoma Jet Center, which currently operates subject to a similar parking waiver under the Development Standards as that which was offered to Vine Jet.⁴ Finally, while we understand and agree that safety is paramount, and are aware of the limitations on activities that constitute "self-fueling," both of which may constrict the scope, location, and manner of allowable fueling activities, the compliance of Vine Jet with applicable standards will ultimately be achieved in the details of the activities outside the scope of the written permission under the lease and building permit issued by Permit Sonoma. Both the safety and

compliance issues are primarily operational in nature, and as such are not susceptible to full review via permit or lease review, but rather will be addressed on an ongoing basis through development of the operational requirements and adjustments to the planned activities as they commence.

While the County declines to entertain Sonoma Jet Center's Correspondence as an appeal from the contractual approval by the Airport of Vine Jet's proposed activity on the basis that there is no administrative remedy available to Sonoma Jet Center to challenge the Airport's lease activity approval or Permit Sonoma's ministerial approval of Vine Jet's building permit, Sonoma Jet Center of course retains any rights to challenge the County's actions that it may hold in law or in equity under state or federal law. We appreciate your ongoing input on this matter and the important role of Sonoma Jet Center at the Airport.

Thank you for your attention to this matter.



Jon Stout, A.A.E., C.A.E.
Airport Manager

Cc: Board of Supervisors
Robert Pitman, County Counsel
Johannes Hoevertsz, Director Public Infrastructure

¹ It is noted that Section 2-15 of the Sonoma County Code, referenced in the Correspondence as the basis of the appeal, does not address or create any administrative process.

² See Sonoma County Code, Section 7-13. A 30-day limitations period similarly applies to an appeal of a decision of the director of Permit Sonoma or the fire marshal under Sonoma County Code Chapter 13 (Fire Safety Ordinance). See Sonoma County Code, Section 13-12.

³ To the extent Sonoma Jet Center intended to appeal the issuance of the building permit or the revision to the building permit, the Correspondence would be untimely and improperly submitted.

⁴ It is noted that in addition to the general language allowing the Airport Manager to grant exemptions from the Development Standards, the parking requirements additional have a separate and express provision for waiver of parking requirements, as appropriate. *See*, Development Standards, Section 10-Parking.