

AERONAUTICAL HANGAR LEASE AGREEMENT

LAKE TAHOE AIRPORT
1901 LISA MALOFF WAY
SOUTH LAKE TAHOE, CA 96150

This Lease Agreement is made and entered into as of the **1st day of January 2023** by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **County of El Dorado Sheriff Department** ("Lessee").

RECITALS

A. WHEREAS, the City owns that certain real property more fully described in **Exhibit A**; and

B. WHEREAS, Lessee desires to lease said property for the purpose of **"Aeronautical Use" is defined as: 1) an aircraft with an active registration that is capable of flight, 2) non-commercial construction of amateur-built or kit built aircraft that with a maximum construction period of 24 calendar months from date of hangar agreement, 3) manned balloons, 4) manned gliders, 5) micro-light aircraft, 6) light sport aircraft and 7) the storage of aircraft handling equipment (e.g., towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft).**

C. WHEREAS, the Federal Aviation Administration (FAA) formalized the "Policy on the Non-Aeronautical Use of Airport Hangars" published in the Federal Register/ Vol. 81, No. 115 / Wednesday, June 15, 2016 / Pages 38906 > 38911. The FAA allowed use of an aircraft hangar for interim short term storage of personal property with the following use stipulations.

1. Any non-Aeronautical use may not impede the movement of active aircraft in and out of the hangar or impede access to inactive aircraft or other Aeronautical contents of the hangar. Items which can easily be moved to permit access to and/or movement of the aircraft shall not be regarded as an impediment. Typical examples include, but are not limited to: a functional vehicle, workbench, and tool box.

2. Any non-Aeronautical use may not displace the Aeronautical contents of the hangar. A functional vehicle parked in a vacant hangar while the aircraft designated or intended to occupy the vacant hangar is absent shall not be considered to displace the aircraft.

Prohibited uses of any airport hangar include:

1. Residential: Hangars may not be used as a residence. The Federal Aviation Administration differentiates between a typical pilot resting facility or aircrew quarters versus a hangar residence or hangar home. The former are designed to be used for overnight and/or resting periods for aircrew, and not as a permanent or even temporary residence.

2. Non-Aeronautical Business: Hangars may not be used for the conduct of a Non-Aeronautical business or municipal agency function unless the business activity is clearly incidental to the Aeronautical Use of the hangar in the sole judgment of the City if called upon to review the question. Examples of conduct of a Non-Aeronautical business include, but are not limited to: storage of inventory; the participation of employees, contractors or others in addition to the hangar occupant; visits from the non-aviation public; and/or deliveries of Non-Aeronautical items.

AGREEMENT

1. Scope and Purpose of Lease. Subject to the provisions herein, the City hereby grants a lease to Lessee for the following purpose(s): **"AERONAUTICAL USE"**.

This lease is revocable by either the City or the Lessee on 30 days advance written notice. Both parties agree that, notwithstanding any expenditure, regardless of the amount incurred with respect to the Premises as defined herein, either party shall have the right to revoke this lease at any time and for any reasons reason by giving the other party 30 days advance written notice. Both parties agree not to contest the other party's right to revoke this lease upon the giving of such notice

2. The Leased Premises. The property being leased is more specifically identified in **Exhibit A**, attached hereto and incorporated herein by reference, and is located at 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150.

3. Term of Lease. The term of this Lease shall be month to month, commencing on the date set forth above.

Upon the end of the term of this Lease, as provided herein, or any extension thereof, or sooner termination of this Lease, Lessee shall surrender to City the Premises, together with all improvements except as hereinabove provided, and any fixtures and equipment in good condition, reasonable wear and tear or maintenance required to be made by City hereunder, damage by casualty, or taking by condemnation excepted.

4. Lease Fee. Upon execution of this Lease Agreement, Lessee agrees to pay to City on or before the first day of each calendar month during the term of this Lease, a monthly fee of \$1028.16. Such lease fee shall include electrical utilities. The Lessee is responsible for any telephone, internet, cable television or other utilities.

Lessee shall pay said Lease fee on the first day of each month in the form of a check sent to the City's Finance Department located at 1901 Lisa Maloff Way, Suite 210, South Lake Tahoe CA 96150, and made out to: City of South Lake Tahoe. The Lessee's City Account number shall be listed on the check. Lessee may also pay in person at the City Finance Office with a credit card or with cash.

- a) Prorated Rents. If this Lease begins on any day other than the first day of a month, the Lease fee for the first month of the Lease shall be prorated for the number of days remaining in the calendar month based on a 30 day month.
- b) Late Payment. If any monthly rent or other payment due from Lessee is not received by City within ten (10) days of the date upon which it is due, Lessee shall pay to City an additional amount of \$50.00 will be charged.
- c) CONSUMER PRICE INDEX (CPI). For so long as this Lease is in effect, Lessee shall pay to CITY as additional rent a cost of living adjustment computed annually as follows: On April 1st of each year, regardless of the commencement date of this Agreement, the monthly rent shall be re-computed. The resulting monthly rent shall be equal to the original initial monthly rent multiplied by the ratio of the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, San Francisco, all items published by the United States Department of Labor, Statistics (1982-84=100 base). In the event said index is changed or discontinued, the most nearly comparable official price index of the United States Government shall be used for computing the forgoing adjustments of minimum rent, after converting the existing index as of the base rate to the new index. The minimum monthly rent payable following an adjustment under the terms of this paragraph shall continue at the adjusted level until the next adjustment period or the end of the lease term, whichever first occurs. The City Council reviews City fees yearly and reserves the right to suspend any rate increases. The current airport fees are attached in Exhibit C.
- d) Security Deposits. Lessee shall pay the following deposits prior to taking possession of the property:

Rent/Security Deposit: \$750.00 (refundable based on condition)
Gate Card: \$50.00 (per card refundable upon return)
Hangar Key: \$25.00 (per key refundable upon return)

- e) Utilities. City agrees to pay before delinquency all charges for electricity including connection charges if the services are not separately metered for Premises. Pursuant to the first paragraph of Section 4, above, City shall provide all of such services to Lessee as part of Lessee's monthly fee City shall in no event be liable to Lessee for any interruption in the service of any utility furnished to the Premises howsoever caused, provided that such

interruption is not caused by the intentional act or omission of City or its authorized representatives. This lease shall continue in full force and effect despite any such interruptions.

5. Expenses of Lessee. In addition to the Lease Fee, Lessee shall pay the costs and expenses listed below:

- a. Maintenance and Repairs. Lessee agrees to keep the premises in a clean and safe condition. City agrees to maintain in good order and repair and in a clean and safe condition any and all structures, facilities, improvements, and equipment at the Leased Premises, including without limitation all plumbing, electrical, and other utility systems, at City's sole cost and expense, during the entire Term. Lessee except as expressly set forth in the first sentence of this Section 5.a, City shall perform any required maintenance except including without limitation on the foundation, structure, plumbing, electrical and roof which shall be the responsibility of the City. Subject to the waiver of subrogation provisions of this Lease, the Lessee shall repair any area damaged by Lessee, Lessee's agents, employees, invitees and visitors whether through active or passive negligence. Should Lessee fail, neglect or refuse to do so, the City shall have the right, but not the obligation, to perform such maintenance or repairs for the Lessee's account, and the Lessee agrees to promptly reimburse the City for the cost thereof (plus an additional twenty percent (20%) for overhead), provided, however, that the City shall first give Lessee ten (10) days' written notice of its intention to perform such maintenance. City shall not be obligated to make any repairs to or maintain any improvements on the subject Leased Premises unless otherwise required by this Agreement.

City reserves the right of entry for its employees and agents to inspect the Leased Premises as deemed necessary by City, and the right (but not obligation) to do any and all work of any nature necessary for preservation, maintenance and operation of the Leased Premises. City shall provide reasonable prior notice of the exercise of such right except in case of an emergency, and shall take reasonable measures to avoid interference with Lessee's use in doing so.

Lessee shall be given reasonable notice when any such work may become necessary and will reasonably adjust operations to permit City to proceed expeditiously with such work. Subject to City's maintenance and repair obligations as expressly set forth above, City shall not be liable to Lessee for injury or damage that may result from any defect in the construction or condition of the Leased Premises, nor for any damage that may result from interruption of Lessee's use of the Leased Premises during any repairs by

City. Lessee waives any right to repair the Leased Premises at the expense of City under any applicable law.

- b. Lessee shall remove all improvements installed by lessee upon termination of this lease without cost to the City, or said improvements will revert to the City, at the City's option. Such option shall only be effective if provided by City in writing to Lessee. All improvements and alterations require prior written approval of the Airport Manager.

6. Use. Lessee hereby acknowledges that the use of the Premises consists of **"AERONAUTICAL USE" as defined in Recitals. B of this Agreement.** Lessee's right to use the Premises for **"AERONAUTICAL USE"** may include a limited amount of aviation related ancillary items – see Exhibit B (attached). This includes the non-commercial construction or repair of amateur-built, experimental or kit-built aircraft with a maximum construction period of twenty-four months from date of hangar agreement. If, during occupancy of a hangar, a tenant sells or otherwise disposes of the hangared aircraft, balloon, glider; occupation of the hangar may continue providing the tenant indicates an intent to obtain a replacement aircraft, balloon or glider. This may continue for a period of ninety (90) days. The tenant has the obligation to notify the Airport Manager of the change in hangared aircraft status within ten (10) business days after the disposition of the aircraft, balloon or glider. If no replacement aircraft is found the hangar will revert from aeronautical to non-aeronautical status with a change in the monthly fee made. If sufficient aeronautical demand exists, the current hangar tenant will be advised to vacate the hangar to make room for a tenant with an aeronautical need. All other uses shall be considered a breach of this Lease Agreement and shall give the City authority to immediately terminate this Lease.

- a. Qualifications on Use. No non-aeronautical commercial activity or operations of any kind. No aeronautical commercial activity including commercial aircraft services and repairs, shall be conducted by Lessee or its authorized subtenants in, from, or around the hangars or on any other portion of the Airport grounds without a prior License Agreement from the City.

Lessee's right to use the Premises is exclusive, and Lessee and subject to Section 5.a of this Lease, the City, its agents, employees and contractors shall have the right to enter the Premises for any purpose that does not unreasonably interfere with the rights granted to Lessee under this Lease Agreement. Such purposes may include but are not limited to the City entering to: inspect the Premises; show the Premises to prospective tenants; determine whether Lessee is complying with the Lease Agreement; make repairs, alterations or improvements. Lessee and its authorized subtenants are not allowed to sell, store, or dispense fuel in or around the hangars (unless its 10 gallons or less) or on any other portion of the Leased Premises. Aircraft maintenance as provided for under Agreement is

restricted to non-commercial maintenance specified in Title 14 of the Code of Federal Regulations, Part 43, and such maintenance, repair or new aircraft construction shall be conducted solely in the hangars. Notwithstanding any of the foregoing, spray painting and welding of any kind is expressly prohibited and nothing contained in this paragraph shall be construed as Lessee waiving its rights or Landlord interfering with Lessee's rights under the Federal Aviation Administration Advisory Circular 150/5190-6. Lessee shall ensure that the performance of such preventative maintenance work shall not become or evolve into a commercial activity, operation or enterprise.

- b. Prior Encumbrances. This Lease is subject to all easements, leases, liens, conditions, restrictions, encumbrances and claims of title which may affect the Premises. Lessee accepts the Premises in its present condition.
- c. Licenses, Permits, etc. Lessee shall, at Lessee's own cost and expense, obtain and maintain all licenses, permits, certificates or other authorizations of any governmental authority having jurisdiction over the Leased Premises and Lessee's use of the Leased Premises; without limiting the generality of the foregoing, Lessee shall comply with all applicable laws, resolutions, codes, rules, orders, directions, ordinances and regulations of any department, bureau or agency or any governmental authority having jurisdiction over the operations, occupancy, maintenance and use of the Premises for the purposes hereunder, except for those requiring major Alterations the Leased Premises as distinguished from those relating to furniture, fixtures or equipment of Lessee therein. Lessee shall indemnify and save City harmless from and against any claims, penalties, losses, damages or expenses imposed by reason of Lessee's violation of any applicable law or the rules and regulations of governmental authorities having jurisdiction thereof.

7. Sale of Aircraft, Balloon, Glider or Change from "Aeronautical Use". If Lessee does not occupy the hangar with an approved "Aeronautical Use", Lessee shall have 90 days to return the use to "Aeronautical Use", at the Lessee's option. If Lessee cannot return hangar to "Aeronautical Use" within ninety (90) days, the hangar will be subject to termination at the Airport Manager's discretion.

8. Termination. This Lease Agreement may be terminated by City or Lessee immediately for cause or without cause upon thirty days (30) days written notice of termination. Notice shall be given by email or Certified service from the USPS.

Termination, revocation, or expiration of this Lease Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

Upon termination, revocation or expiration of this Lease, Lessee shall discontinue the use of the Premises and remove from the Premises all personal property. Lessee shall restore the Premises as nearly as possible to the condition in which they existed immediately prior to the execution of this Lease including removal of all trash/garbage and sweeping. Property of Lessee not removed from the Premises within two (2) days after the termination, revocation, or expiration of this Lease, shall become the property of the City.

If this Lease is terminated, City shall have all of the rights and remedies of a landlord provided by Civil Code section 1951.2, in addition to any other rights and remedies City may have. The damages which City may recover shall include without limitation; (i) the worth at the time of award of the unpaid rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of the rental that Lessee proves could have been reasonably avoided; (iii) the worth at the time of award computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%) of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; (iv) all reasonable legal expenses and other related costs incurred by City following Lessee's default; (v) all reasonable costs incurred by City in restoring the Premises in good order and condition to re-lease the Premises; and (vi) all reasonable costs, including without limitation, any brokerage commissions incurred by City in re-leasing the Premises.

9. Maintenance of Common Shared Premises. Lessee agrees to be liable and reimburse Landlord for all damage to roadways, taxiways, and other permanent surfaces caused by the aircraft or equipment of Lessee or its subtenant(s), except for ordinary wear and tear.

10. Rules and Regulations. In undertaking any activities under this Agreement or on the Leased Premises, Lessee, its officers, employees, agents, subtenants, and invitees shall obey all applicable laws and regulations, whether established by Landlord, the State of California, or the United States, or by any other governmental agencies having jurisdiction over said premises including the current Airport Rules and Regulations attached herein as Exhibit D, *Rules and Regulations – Airport* and Exhibit E, *Policy on Inspection and Use Guidelines for General Aviation Hangars.*

11. Noninterference with Landing and Taking Off. By accepting this lease, Lessee agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is

breached, the Landlord reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of the Lessee.

12. No Exclusive Right Granted. It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. § 1349a.)

13. Lease Subject to U.S. Government Acquisition, Control. This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

14. Indemnity. Lessee hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Lease Agreement or caused in any way by Lessee's use of the Premises, except for any such claims arising out of the negligence or willful misconduct of the City.

City does not, and shall not, waive any rights against Lessee which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Lessee, of any of the insurance policies hereinafter set forth. This hold harmless agreement by Lessee shall apply to all damages and claims for damages, or alleged to have been suffered, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Lessee further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Lease Agreement, and Lessee's use of the Premises pursuant to this agreement.

15. Insurance Requirements.

- a. Lessee, at Lessee's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.
- b. Non Commercial Automobile Liability Coverage. Lessee shall maintain automobile liability insurance covering bodily injury and

property damage for all activities of the Lessee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one hundred thousand dollars (\$100,000) combined single limit for each occurrence.

- c. Commercial Automobile Liability Coverage (applicable if a commercial aeronautical business with License). Lessee shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Lessee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. Hangar & Aircraft Liability Insurance. Lessee shall maintain in full force and effect for the period covered by this Agreement, a policy of Aircraft Liability, including Premises Liability (commonly referred to as Hangar Keeper's) Insurance with a minimum limit of \$500,000 each occurrence for Bodily Insurance and Property Damage Liability, which may be subject to a Passenger Liability limit of \$100,000 each passenger. The Aircraft Liability Policy shall be endorsed to name City of South Lake Tahoe as an additionally insured for the full amount of the policy limits.
- e. Commercial Liability Coverage (applicable if a commercial aeronautical business with License). Lessee shall maintain in full force and effect for the period covered by this Agreement, commercial general liability insurance. This insurance shall include, but shall not be limited to, comprehensive general liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Lessee's operations in the performance of this Agreement. The policy shall provide not less than single limit coverage applying to bodily and personal injury, including death resulting therefrom, and Property damage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000.00) per aggregate. The insurance shall include coverage for the following: (i) Premises/Operations; (ii) Contractual; (iii) Broad Form Property Damage and (iv) Personal Injury.
- f. Leasehold Improvements. During the Term, Lessee shall maintain in full force and effect on all leasehold improvements installed by Lessee after the commencement date of this Lease, interior and exterior signage, fixtures, merchandise, and other personal property of the Lessee from time to time in, on or upon the Leased

Premises, fire and extended coverage insurance in the amount of the full replacement value thereof containing sprinkler leakage, replacement cost and inflation endorsements, and providing for no deductible in excess of two thousand dollars (\$2,000) per loss. All proceeds from the insurance required pursuant to this subsection shall be used for the repair or replacement of the property damaged or destroyed. Both City and Lessee shall be named as co-insured as to coverage of leasehold improvements, and alterations, though not as to Lessee's personal property.

g. Endorsements. Each insurance policy shall name the City of South Lake Tahoe as an additional insured.

1. Deductibles and Self-Insured Retentions. The Lessee shall be responsible for all deductibles in all of Lessee's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable.
2. Certificates of Insurance. Lessee shall provide copies of certificates of insurance with endorsements to City as evidence of the insurance coverage required herein.

16. Hazardous Materials. Lessee, its Agents, Employees and contractors, at all times, shall keep the Leased Premises and common areas free of non-contained Hazardous Materials. Lessee may keep (some) properly stored fuels (10 gallons), oil and other products necessary for, and ancillary to use on an aircraft. Lessee shall not generate, manufacture, release, or dispose of Hazardous Materials in, on, or about the Leased Premises or the Common Areas. Notwithstanding the foregoing, Lessee shall be entitled to utilize reasonable quantities of Hazardous Materials of the type typically used in Lessee's business operations in compliance with all applicable laws and regulations.

Lessee acknowledges that it is responsible for Lessee's compliance during the entire term of this Agreement with all federal, state, and local laws, rules and regulations relating to the emission into the air, discharge onto lands and ground and surface waters, storage, use, and disposal of hazardous or toxic materials, substances, and wastes (collectively, "Hazardous Materials") by Lessee, and all other federal, state and local environmental laws, rules and regulations applicable to Lessee's use of the Leased Premises (collectively, "Environmental Laws"). Lessee shall not store, use, or dispose of on the Leased Premises or the Airport grounds any Hazardous Materials except in strict compliance with all applicable Environmental Laws and as otherwise set forth herein. Further, Lessee shall not permit any of its subtenants to store, use, or dispose of any Hazardous Materials on the Leased Premises or Airport grounds except in strict compliance with all applicable Environmental Laws and as otherwise set forth herein.

In the event that Lessee or any of its subtenants causes or contributes to any soil, air, groundwater, surface water, or other environmental contamination (collectively, "Environmental Contamination"), or if any Environmental Contamination is attributable to any Hazardous Materials brought onto the Leased Premises or the Airport grounds by Lessee or any of its subtenants, Lessee shall at its sole expense promptly take all investigatory and/or remedial action reasonably required for the remediation of such Environmental Contamination. Prior to undertaking any investigatory or remedial action, however, Lessee shall first obtain Landlord's approval of any proposed investigatory or remedial action, which shall not be unreasonably withheld, conditioned, or delayed. Should Lessee fail at any time to promptly take such action, Landlord may enter the Leased Premises and undertake such action at Lessee's sole cost and expense, and Lessee shall reimburse Landlord for all such expenses within thirty (30) days of being billed for those expenses, and any amount not paid within that thirty (30) day period shall thereafter be deemed delinquent rent. These obligations are in addition to any defense and indemnity obligations that Lessee may have under this Agreement.

"Hazardous Materials" shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 USC Sec., 9601, et seq.; the hazardous Materials Transportation Act, 49 USC 1801 1 et seq.; the Resource Conservation and Recovery Act, 42 uses Sec. 6901, et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code and in the regulations adopted and publications promulgated pursuant to said laws.

17. Subordination: This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of California relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of California.
18. National Emergency: During time of War or other State or National emergency, the Lessor shall have the right to suspend this Contract, and to turn over operation and control of the Airport to the State of California and/or the United States Government. During any period when the airport shall be closed by any lawful authority, thereby restricting the use of the airport in such a manner as to interfere with the use of same by Lessee, the rent shall abate, and the period of such closure.
19. Title: Title to the building upon which the Lessee shall enjoy use shall remain with the Lessor and shall be not be transferable. Upon termination of this lease, the Lessee

shall remove personal property, and restore the leased property to its original condition, unless otherwise agreed by in writing by Lessor.

20. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally, via email or sent prepaid, first class mail Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: Airport Manager
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 100
South Lake Tahoe, CA 96150
Tel: 530-208-8074
Email: jdickinson@cityofslt.us

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150
Tel: 530-542-6046
Email: hstroud@cityofslt.us

If to Lessee: **El Dorado County**
Chief Administrative Office/ Facilities Division
Attn: Charles Harrell
3000 Fairlane Court, Suite One
Placerville, CA 95667
Tel: 530- 621- 7596

Provide a copy to: **Greg Amos**
El Dorado County Sheriff Department
1360 Johnson Blvd., # 100
South Lake Tahoe, CA 96150
Tel: 530- 957- 3534
Email: almostg@edso.Org

21. Hangar Doors. Lessee agrees to keep hangar doors closed when wind gusts over forty (40) knots are occurring or forecast. Repair and maintenance of all parts of a hangar including the hangar doors, electrical and lights shall be performed by Airport Staff.

22. Assignment and Subleasing. This Lease is personal to Lessee. As such, Lessee has no right to assign this Lease in whole or in part or sublease the Premises in whole or

in part. Lessee may not grant concessions in or upon the Premises without the prior written approval of the City. Neither this Lease nor any interest in this Lease shall be assignable without the prior written consent of City.

23. Taxes. The Lessee shall pay all taxes, licenses, fees and other lawfully levied monies imposed as a result of this tenancy to the appropriate government entity. **NOTICE IS HEREBY GIVEN THAT PURSUANT TO CALIFORNIA REVENUE AND TAXATION CODE SECTION §107.6, THAT THIS LEASE MAY CREATE A POSSESSORY INTEREST AND, IN THAT EVENT, OCCUPANT IS HEREBY OBLIGATED TO PAY ANY AND ALL REAL PROPERTY TAXES LEVIED ON SAID POSSESSORY INTEREST.**
24. Sharing of Hangars. The City may permit two lessees to lease one hangar. In no event shall more than two lessees lease one hangar. Where two lessees lease one hangar, a joint lease agreement shall be required and shall bind each lessee. The City will not accept split payments of rent or fees; one payment shall be submitted to the City for both lessees.
25. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
26. Controlling Law Venue. This Lease Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.
27. Amendments. This Lease Agreement may be modified or amended only by a written document executed by both Lessee and City and approved as to form by the City Attorney.
28. Severability. If any term or portion of this Lease Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Lease Agreement shall continue in full force and effect.
29. Entire Agreement. This Lease Agreement constitutes the complete and exclusive statement of Agreement between City and Lessee. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Lease Agreement.

30. Execution. This Lease Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Lease Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Lessee has all requisite power and authority to execute, deliver, and perform under this Lease Agreement. Each party warrants that the individuals who have signed this Lease Agreement have the legal power, right, and authority to make this Lease Agreement and to bind each respective party.

33. Non-Discrimination Clause Lessee assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the Lessee or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from bid solicitation period through the completion of the contract. Lessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The (Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of

services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

34. Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Captain Matthew Foxworthy, Sheriff's Office, or successor.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

LESSEE: **EI Dorado County Representative**

By _____
Joseph Irvin, City Manager

By _____
EI Dorado County Representative

APPROVED AS TO FORM:

By _____
Heather Stroud, City Attorney

ATTEST:

By _____
Susan Blankenship, City Clerk

Attachments:

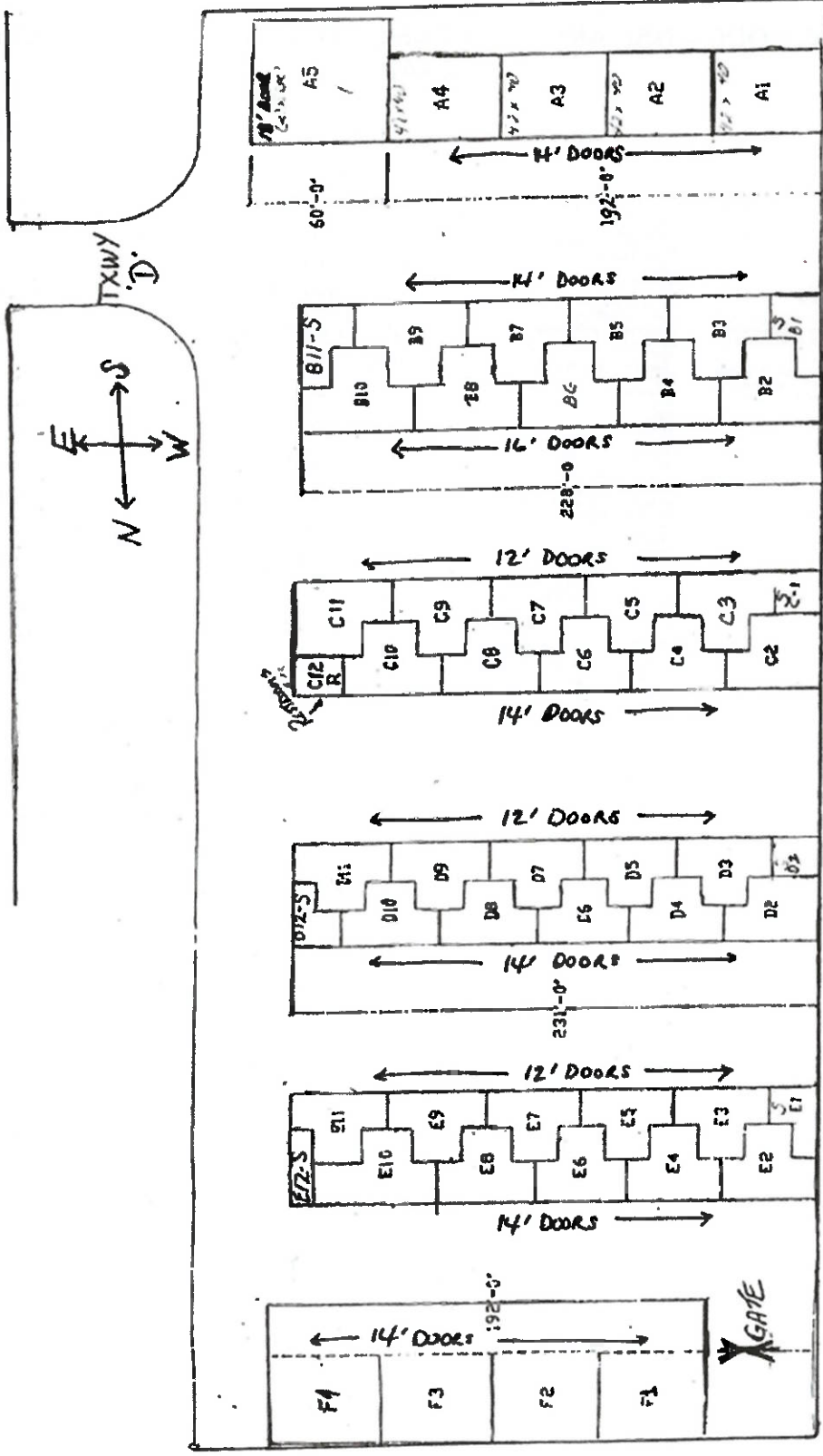
- Exhibit A – Description of the Premises
- Exhibit B – Building Code – Use and Occupancy Classification
- Exhibit C – Rates and Charges - Airport
- Exhibit D – Rules and Regulations - Airport
- Exhibit E – Policy on Inspection and Use Guidelines for General Aviation Hangars

EXHIBIT A

DESCRIPTION OF THE PREMISES

LAKE TAHOE AIRPORT HANGAR LAYOUT

TAXIWAY 'A'



6750'

ALL HANGAR ROOFS SLOPE TO THE SOUTH

EXHIBIT B

BUILDING CODE – USE AND OCCUPANCY CLASSIFICATION AIRCRAFT HANGAR

<p><i>care in a large family day care home shall be protected in such a way as to prevent children from making contact with these appliances.</i></p> <p><i>Exception: This does not apply to kitchen stoves or ovens.</i></p> <p style="text-align: center;">SECTION 311 STORAGE GROUP S</p> <p>311.1 Storage Group S. Storage Group S occupancy includes, among others, the use of a building or structure, or a portion thereof, for storage that is not classified as a hazardous occupancy.</p> <p>311.2 Moderate-hazard storage, Group S-1. Buildings occupied for storage uses that are not classified as Group S-2, including, but not limited to, storage of the following:</p> <ul style="list-style-type: none"> Aerosols, Levels 2 and 3 Aircraft repair hangar Bags; cloth, burlap and paper Bamboo and rattan Baskets Bishing; canvas and leather Books and paper in rolls or packs Boots and shoes Buttons, including cloth covered, pearl or bone Cardboard and cardboard boxes Clothing, women wearing apparel Coilings Dry broom storage (indoor) Furniture Furs Glass, merrlage, passes and size Grains Horns and combs, other than celluloid Leather Linoleum Lumber Motor vehicle repair garages complying with the maximum allowable quantities of hazardous materials listed in Table 307.1(1) (see Section 406.6) Photogravings Resilient flooring Silks Soaps Sugar Tires, bulk storage of Tobacco, cigars, cigarettes and snuff Upholstery and mattresses Wax candles <p>311.3 Low-hazard storage, Group S-2. Includes, among others, buildings used for the storage of noncombustible materials such as products on wood pallets or in paper cartons with or without single thickness dividers, or in paper wrappings. Such products are permitted to have a negligible amount of plastic trim, such as knobs, handles or film wrapping. Storage uses shall include, but not be limited to, storage of the following:</p> <ul style="list-style-type: none"> Aircraft hangar Asbestos 	<p style="text-align: center;">USE AND OCCUPANCY CLASSIFICATION</p> <ul style="list-style-type: none"> Beverages up to and including 12 percent alcohol in metal, glass or ceramic containers Cement in bags Chalk and crayons Dairy products in nonwaxed coated paper containers Dry cell batteries Electrical coils Electrical motors Empty cans Food products Foods in noncombustible containers Fresh fruits and vegetables in nonplastic trays or containers Frozen foods Glass Glass bottles, empty or filled with noncombustible liquids Gypsum board Inert pigments Ivory Meats Metal cabinets Metal desks with plastic tops and trim Metal parts Metals Mirrors Oil-filled and other types of distribution transformers Parking garages, open or enclosed Porcelain and pottery Stoves Talc and soaps Washers and dryers <p style="text-align: center;">SECTION 312 UTILITY AND MISCELLANEOUS GROUP U</p> <p>312.1 General. Buildings and structures of an accessory character and miscellaneous structures not classified in any specific occupancy shall be constructed, equipped and maintained to conform to the requirements of this code commensurate with the fire and life hazard incidental to their occupancy. Group U shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> Agricultural buildings Aircraft hangars, accessory to a one- or two-family residence (see Section 412.3) Barns Carports Fences more than 6 feet (1.829 m) high Grain silos, accessory to a residential occupancy Greenhouses Livestock shelters Private garages Retaining walls Sheds Stables Tanks Towers 	<p>a) storing active aircraft; b) sheltering aircraft for maintenance, repair, or refurbishment, but not indefinitely storing non-operational aircraft; c) constructing amateur-built or kit-built aircraft provided that activities are conducted safely; d) storing aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft; items related to ancillary or incidental uses that do not affect the hangars' primary use; e) storing materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, and materials related to ancillary or incidental uses that do not affect the hangars' primary use; f) storing non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar, e.g., televisions and furniture; or g) parking a vehicle at the hangar while the aircraft usually stored in that hangar is flying, subject to local airport rules and regulations. Unless the Airport and Lessee sign an amendment</p>
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to this Lease authorizing another use, the Hangar shall not be used for: a) use as a residence; b) operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office; c) activities that impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar; d) activities that displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar; e) storage of household items that could be stored in commercial storage facilities; f) long-term storage of derelict aircraft and parts (Defined as 1 year or longer); g) storage of items or activities prohibited by local or state law; h) storage of fuel and other dangerous and Hazmat materials; or i) storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use. If the hangar is serving its primary purpose of aircraft storage, then storage of non-aeronautical items in the hangar does not violate this policy. Any use of a hangar for sole purposes listed above as not permitted shall force the lease to be reverted to a Non-Aeronautical Use Hangar Lease. Furthermore, the Lessee shall be subject to the same restrictions imposed on all other Non-Aeronautical Use Hangar Lessees.

EXHIBIT C

RATES AND CHARGES - AIRPORT

PLEASE SEE WEBSITE FOR CURRENT CHARGES:

<https://www.cityofslt.us/991/Airport-Fee-Schedule-Updated-Annually-on>

EXHIBIT D

RULES AND REGULATIONS

PLEASE SEE WEBSITE FOR CURRENT REGULATIONS:

<https://www.cityofslt.us/992/Rules-Regulations>

EXHIBIT E

**POLICY ON INSPECTION AND USE GUIDELINES
FOR GENERAL AVIATION HANGARS**

PLEASE SEE WEBSITE FOR CURRENT REGULATIONS:

<https://www.cityofslt.us/992/Rules-Regulations>

CONTRACT / AGREEMENT AUTHORIZATION ROUTING FORM

STAFF CONTACT INFORMATION

- NAME: John Dickinson
- DEPARTMENT: Public Works/Airport
- PHONE: (530) 542-6182
- DATE OF SUBMITTAL: 12/05/2022

CONTRACT / AGREEMENT INFO.

- NAME: County of El Dorado Sheriff Department
- CONTRACTOR/CONSULTANT:
- START: 1/1/23 END: Month-to-Month OPTION TO RENEW:
- AMOUNT OF CONTRACT: \$ 1,028.16 Per Month

BUDGET INFORMATION

ACCOUNT NO.: 501-05130-35327
 BUDGET AVAILABLE: Revenue
 FUNDING VERIFIED: Revenue
 GRANT FUNDING? Source _____ Federal? Yes No

Type of Contract

- Professional Services Agreement License MOU Lease
 Purchase Order Purchase Agreement Construction
 Revenue Contract Operation/Concession Agreement Deed
 Maintenance Agreement Public Works Contract Vehicle
 Motorized Equipment IT/Electronic Equipment

Brief Description:

D8, County of El Dorado Sheriff Department 2023 hangar lease, C-232-2022.

Does this contract involve the following: construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting, and/or repair work involving any publicly owned, leased, or operated facility?
 Yes No If yes, forward to Public Works for review
(Public Works Director authorization required)

Does this contract require special permitting, environmental review, CEQA/NEPA, Planning Dept. review, Commission approval? Yes No If yes, forward to Development Services Department for review
(Director of Developmental Services authorization required)

<u>Reviewing Authority</u>	<u>Signature</u>	<u>Date Signed</u>
Department Head	_____	_____
Public Works Director <i>(where applicable)</i>	_____	_____
Dev. Services Director <i>(where applicable)</i>	_____	_____
Finance Director	_____	_____
City Attorney	_____	_____
City Manager	_____	_____
City Clerk	_____	_____

City Council Meeting Date *(over \$60K or where applicable):* _____