

HANGAR LEASE AGREEMENT

LAKE TAHOE AIRPORT
1901 AIRPORT ROAD
SOUTH LAKE TAHOE, CA 96150

This Lease Agreement is made and entered into as of the 1st day of July 2017 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 **AIRCRAFT, UNMANNED AERIAL VEHICLE AND EMERGENCY RESPONSE EQUIPMENT STORAGE**.

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): **AIRCRAFT, UNMANNED AERIAL VEHICLE AND EMERGENCY RESPONSE EQUIPMENT STORAGE**.

This lease is revocable by either the City or the Lessee. 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 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.

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 Airport Road, South Lake Tahoe, CA 96150.
3. Term of Lease. The term of this Lease shall begin on the date set forth above and continue month to month.

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 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 \$452.00. Such lease fee shall include all 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 Airport Road, Suite 210, South Lake Tahoe CA 96150, and made out to: City of South Lake Tahoe. The Lessee's account number shall be listed on the check. Lessee may also pay in person with a credit card.
- 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). 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) Lessee shall pay the following refundable deposits prior to taking possession of the property:
 - Rent/Security Deposit: \$750.00**
 - Gate Card: \$50.00 per card**
 - Hangar Key: \$25.00 per key**

e) Utilities.

Lessee agrees to pay before delinquency all charges for natural gas, electricity, water and sewer charges, telephone internet, cable, including connection charges if the services are separately metered for Premises. If the services are not separately metered, Lessee agrees to pay within fifteen (15) days after being billed by City a prorated share of the bills for the building. 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 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, at Lessee's sole cost and expense, during the entire Term. Lessee shall perform any required maintenance except on the foundation, structure, plumbing, electrical and roof which shall be the responsibility of the City. 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.

Lessee shall be given reasonable notice when any such work may become necessary and will adjust operations to permit City to proceed expeditiously with such work. 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.

City shall have the obligation to repair or replace the Leased Premises and the facilities thereon solely to the extent the damage or destruction is caused by the sole negligence of City.

- 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 Director.

6. Use. Lessee hereby acknowledges that the use of the Premises consist of **AIRCRAFT, UNMANNED AERIAL VEHICLE AND EMERGENCY RESPONSE EQUIPMENT STORAGE**. Lessee's right to use the Premises for AIRCRAFT STORAGE may include a limited amount of aviation related ancillary items – see Exhibit B (attached). 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 commercial activity or operations of any kind, 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.

Lessee's right to use the Premises is nonexclusive, and Lessee and 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 or on any other portion of the Leased Premises or the Airport grounds. Aircraft maintenance as provided for under Agreement is restricted to private preventative maintenance specified in Title 14 of the Code of Federal Regulations, Part 43, and such maintenance 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 FAA's AC No. 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. If Lessee sells the aircraft assigned to the leased hangar, Lessee shall have 90 days to purchase another one. If another aircraft is not purchased within 60 days, Lessee shall receive 30 days' notice to vacate at the end of the 90 days.

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.

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. 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 Liability Coverage. 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, Hangarkeepers, 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. The insurance shall include coverage for the following: (i) Premises/Operations; (ii) Contractual; (iii) Broad Form Property Damage and (iv) Personal Injury. The City of South Lake Tahoe shall be named as additional insured.

- d. Leasehold Improvements. During the Term, Lessee shall maintain in full force and effect on all leasehold improvements, interior and exterior signage, fixtures, merchandise, and other personal property 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-insureds as to coverage of leasehold improvements, and alterations, though not as to Lessee's personal property.

- e. 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 certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of insurance shall be sent to the City Attorney's Office at 1901 Airport Road, Suite 100, South Lake Tahoe, CA 96150. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

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 (5 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.

Lessee acknowledges that it is responsible for 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"), and all other federal, state and local environmental laws, rules and regulations applicable to 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. 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.

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. 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. Aircraft Maintenance

Lessee may conduct small repairs and inspections to aircraft stored in the hangar property. Such maintenance shall be limited to that specified by the FAA. No major maintenance of aircraft is permitted in the hangar property. There shall be no welding or painting of any kind.

18. 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 Airport Rd., Suite 100
 South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
 City of South Lake Tahoe
 1901 Airport Road, Suite 300
 South Lake Tahoe, CA 96150

If to Lessee: **El Dorado County**
 Chief Administrative Office/ Facilities Division
 Attn: Russell Fackvell
 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: almosg@edso.org

19. 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.
20. 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 separate 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.
21. 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.
22. Dispute Resolution. Any dispute concerning this Lease Agreement will be first submitted to the Assistant City Manager or his/her designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Manager. The decision of the City Manager shall be final and shall be appealable only to the City of South Lake Tahoe City Council and as provided by law.
23. 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.
24. 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.
25. 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.
26. 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.

27. 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.

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

29. 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.

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

CITY OF SOUTH LAKE TAHOE:

LESSEE:

By _____
Nancy Kerry, City Manager

By  _____
El Dorado County Representative

APPROVED AS TO FORM:

By _____
Thomas T. Watson, City Attorney

ATTEST:

By _____
Susan Alessi, 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

EXHIBIT A

DESCRIPTION OF THE PREMISES
HANGAR D8

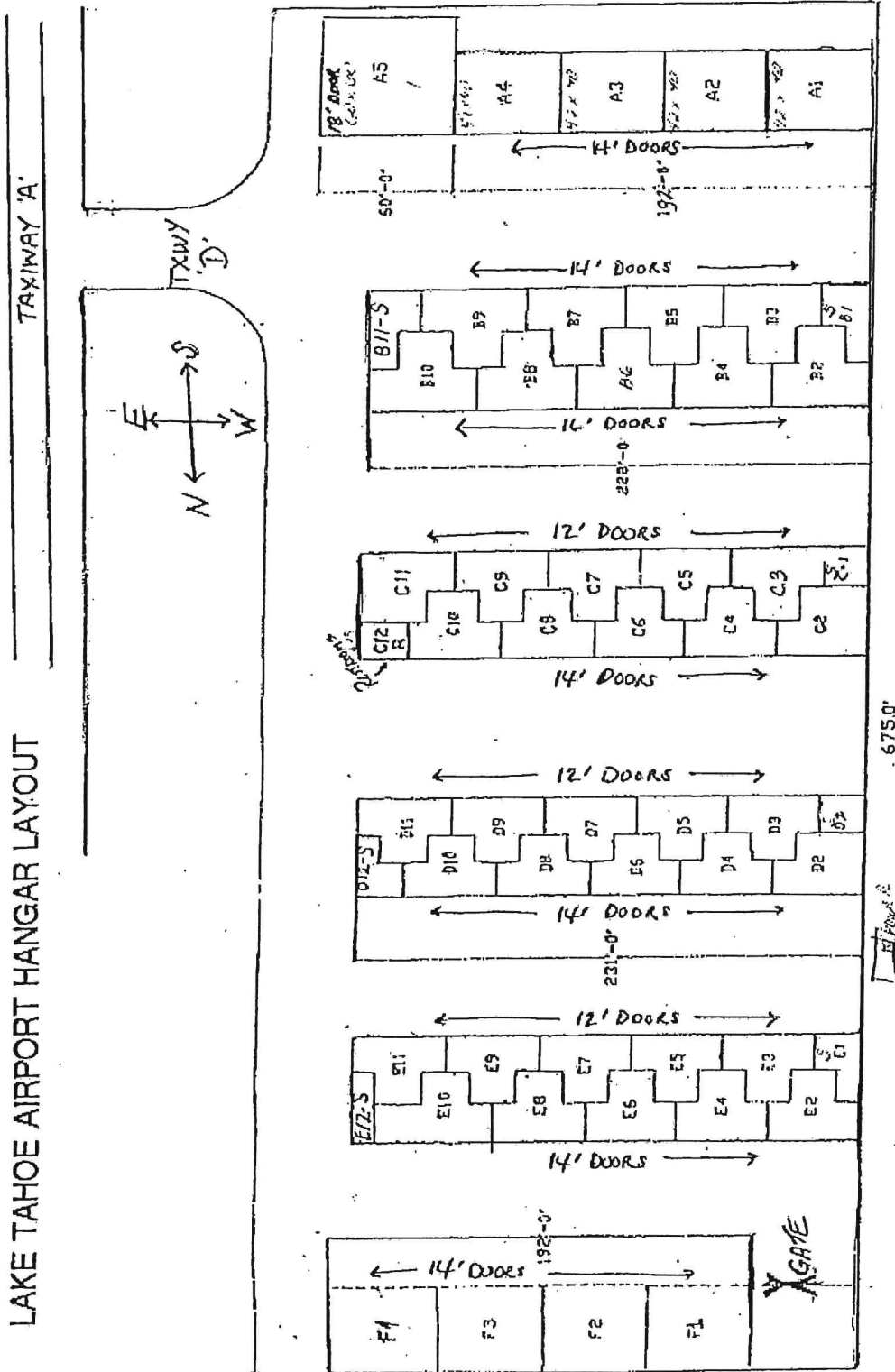


EXHIBIT B

BUILDING CODE – USE AND OCCUPANCY CLASSIFICATION

USE AND OCCUPANCY CLASSIFICATION

care in a large-family day care home shall be protected in such a way as to prevent children from making contact with those appliances.

Exception: This does not apply to kitchen stoves or ovens.

SECTION 311 STORAGE GROUP S

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.

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:

- Aerosols, Levels 2 and 3
- Aircraft repair hangar
- Bags: cloth, burlap and paper
- Bambos and rattan
- Baskets
- Belting: 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, woolen wearing apparel
- Cordage
- Dry boat storage (indoor)
- Furniture
- Furs
- Glues, mucilage, pastes 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)
- Photo engravings
- Resilient flooring
- Silks
- Soaps
- Sugar
- Tires, bulk storage of
- Tobacco, cigars, cigarettes and snuff
- Upholstery and mattresses
- Wax candles

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 divisions; 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:

- Aircraft hangar
- Asbestos

- Beverages up to and including 12-percent alcohol in metal, glass or ceramic containers
- Cement in bags
- Crank 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
- Tale and scapstones
- Washers and dryers

SECTION 312 UTILITY AND MISCELLANEOUS GROUP U

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:

- Agricultural buildings
- Aircraft hangars, accessory to a one- or two-family residence (see Section 412.3)
- Barns
- Chimneys
- Fences more than 6 feet (1829 mm) high
- Grain silos, accessory to a residential occupancy
- Greenhouses
- Livestock shelters
- Private garages
- Retaining walls
- Sheds
- Stables
- Tanks
- Towers

EXHIBIT C

RATES AND CHARGES - AIRPORT

Airport (cont.)				
Fee Description			Aeronautical Use Adopted Fee 04/04/2017	Non Aeronautical Use Adopted Fee 04/04/2017
The T-Hangar complex is on a parcel of land approximately 275'x 663' including the taxi lanes. There are six buildings with a total of 48 aircraft hangars and seven storage areas as follows:				
Building	Qty Available (When Available)	Size	Monthly Rent	Monthly Rent
Daily Rate Aircraft Hangar Storage (not to exceed 30 continuous days rental)		All	\$40/day	n/a
Building A	3	42' box - 1,560 sf	\$653	\$932
	1	48' box - 1,920 sf	\$720	\$1,104
	1	60' box - 3,600 sf	\$1,097	\$1,945
Building B	7	45' tees - 1,350 sf	\$568	\$808
	2	48' tees - 1,480 sf	\$594	\$871
	2	Storage - 674 sf	\$320	\$422
Building C	8	42' tees - 1,071 sf	\$452	\$641
	2	42' el - 1,271 sf	\$516	\$751
	1	Storage - 357 sf	\$133	\$205
Building D	9	42' tees - 1,071 sf	\$452	\$641
	1	42' el - 1,271 sf	\$516	\$751
	1	Storage - 357 sf	\$133	\$205
	1	Storage - 525 sf	\$261	\$334
Building E	10	42' tees - 1,071 sf	\$452	\$641
	2	Storage - 525 sf	\$261	\$334
Building F	4	48' box - 1,920 sf	\$720	\$1,104
Somermeier	1	61' box - 3,111 sf	\$1,270	\$1,842
Rental rates listed above are based on a one-year lease. An additional 10% fee is applicable for short-term leases (month-to-month). All units are charged a flat monthly rate of \$25 for electricity which is included in the monthly fee. Utility charges are based on averaged year-round usage.				

EXHIBIT D

**RULES AND REGULATIONS
(See Next Page)**

**City of South Lake Tahoe
Lake Tahoe Airport**

RULES AND REGULATIONS

**For Fixed Base Operators, Lessees, Tenants, Airline Operators,
Permit Holders, Users and Visitors**

**Established by the City of South Lake Tahoe
Lake Tahoe Airport**

April 2009

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DISTRIBUTION

Airport Administration
Hangar Tenants
Gate Card Holders
Leaseholders
Fixed Base Operator
Civil Air Patrol
Lake Tahoe Fire Department
Lake Tahoe Police Department
CalSTAR
Transient Aircraft

CHAPTER 1

INTRODUCTION

Authority

The Lake Tahoe Airport is owned and operated by the City of South Lake Tahoe, South Lake Tahoe, California. These Airport Rules and Regulation are adopted by the Lake Tahoe Airport Commission and approved through resolution of the City of South Lake Tahoe City Council.

Purpose and Scope

Rules and Regulations (R&Rs) as outlined in this document are designed to facilitate the safe and efficient operation of the airport. They are intended to be reasonable, non-arbitrary and non-discriminatory and therefore apply equally to everyone. Lessees, Permittees and Users shall at all times comply with federal, state, regional, city and local laws, ordinances, rules and regulations which are applicable to its operations. Lessees, Permittees and Users shall display to the City and or any other agency who has jurisdiction upon request, any permit, license or other evidence of compliance with such law.

Should any part of the R&Rs conflict with Federal, State or City law or ordinance, then such Federal, State or City authority takes precedence.

The R&Rs shall in no way supersede or abrogate Federal Regulations set forth in the Title 14 Code of Federal Regulations (any parts relating to airports).

Any violation of any City Airport Rule or Regulation contained herein may result in removal from the airport or a penalty or fine.

Severability

If any part of the R&Rs are held legally invalid, the remainder of the R&Rs shall be severable from that single part and the remainder of the R&Rs shall remain in full force and effect.

Compliance and Enforcement

Compliance is mandatory for those entering Airport property. Enforcement will generally be carried out by Airport staff in the form of warnings, notices and citations. In extreme cases, a Fixed Base Operator, Lessee, Tenant, Permit Holder, User, or Visitor may be prohibited from parts of, or the entire Airport. For example, if a user is witnessed speeding across the ramp area on more than one occasion, that person may be prohibited from entering the airside with a vehicle.

CHAPTER 2

GENERAL PROVISIONS

All Users must comply with all Rules and Regulations contained herein including, but not limited to, Codes, Rules and Regulations as defined in Definitions/Abbreviations.

General Provisions

- I. **Airport Director: Actions to Safeguard the Public:** The Airport Director shall have the authority to safeguard the public and further the public health, safety and welfare. If an emergency exists, the Airport Emergency Response Plan or Hazmat Plan will be put into effect.
- II. **Airport Property: Rules and Regulations:** All persons shall be governed by the rules and regulations prescribed herein and by instructions issued by the City relative to the use or occupancy of any part of the Airport premises.
- III. **Violation of Rules:** Any person who operates or handles any aircraft, vehicle, equipment or apparatus or uses the Airport or any of its facilities in violation of rules set forth herein may be removed from the airport by the Airport Director. In addition, such persons may be subject to the penalties provided by the South Lake Tahoe City Code (SLTCC). The Airport Director may refuse the further use of the Airport or its facilities to such persons for such length of time as may be deemed necessary.

Specific Provisions

- I. **Advertisements:** No person shall post, distribute, circulate or display any signs, posters, advertisements, circulars or any other such printed, painted or written materials at any Airport location without first obtaining the written approval of the Airport Director.
- II. **Airport Access:** Airport access shall be allowed to only those persons authorized by the Airport Director or by those having official business at the airport.
- III. **Airport Entry Points:** Airport director reserves the right to lock or unlock any gate at any time deemed necessary for the safety and/or security of the airport or public without reprisal.
- IV. **Amplifiers:** The use of sound amplifiers is prohibited throughout the Airport unless approved by the Airport Director in advance.

- V. **Animals:** Except for trained Assistance Animals, all animals must be positively controlled on a leash or in an appropriate container.
- VI. **Background Checks / Finger Printing:** Background Checks and Finger Printing will be conducted on those Airport / Airline employees that require access to the Security Identification Display Area (SIDA) as part of their daily duties.
- VII. **Cleaning/Washing of Aircraft:** No person shall use flammable, volatile liquids in the cleaning of aircraft, aircraft engines, propellers and/or appliances unless such cleaning operation is conducted in open air or in a room specifically set aside for that purpose. The room shall be ventilated properly, fireproofed, and equipped with adequate and readily accessible fire extinguishing apparatus. Fire Chief approval shall be obtained before use of any such room/designated area is permitted. No aircraft washing shall be permitted unless performed in an area certified under the Federal Clean Water Act and in compliance with the Storm Water Pollution Prevention Plan (SWPPP), with appropriate Best Management Practices (BMP) as approved by the Airport Director.
- VIII. **Conduct of Business / Commercial Activity:** No persons shall use the airport or any part thereof, or any airport facilities for revenue producing or commercial activities without first securing an appropriate permit, lease or other such approval and document from the City. Once the document is obtained, the person shall comply fully with all the terms and conditions of the document including the payment of rates and fees. Examples of such business include but are not limited to aviation/industrial use, commercial photography, and advertising or soliciting. Instances when a lease or permit is not applicable, user shall nevertheless be responsible for fees according to the current Master Fee Schedule.
- IX. **Derelict Aircraft:** Parking of derelict aircraft is prohibited on Airport (leased or unleased) property. Derelict aircraft is defined as an aircraft that is not in active restoration, construction, maintenance or does not have a current Registration and Airworthiness Certificate. The tow-away of any such aircraft or components thereof shall be at the owner's sole cost and expense and without liability to the City.
- X. **Entering Restricted Areas Prohibited:** No person shall enter any restricted area posted as being closed to the public or the like, except:
- a. Persons assigned to duty therein
 - b. Persons authorized by the Airport Director
 - c. Passengers under appropriate supervision or escort, entering such areas for the purpose of embarkation and debarkation

- XI. **Equipment and Material Storage:** No person shall store or stock material or equipment in such a manner as to constitute a fire hazard as defined by the applicable Fire code. Equipment or material shall not be stored in an unsafe or unsightly manner.
- XII. **Firearms:** No persons (excluding duly authorized police, state or federal law enforcement officers, security officers, or members of the Armed Forces of the United States on Official duty) shall carry any firearms or explosives on the Airport unless they are in accordance with applicable local, state, and federal laws.
- XIII. **Flammable Material Storage:** No person shall keep or store any flammable liquids, gases or hazardous materials on Airport premises, in hangars, or in any building at the Airport unless stored in an appropriate, approved container and storage of such materials is approved by lease or permit.
- XIV. **Floor Care – Requirements:** All tenants and lessees at the Airport shall keep the floors of the hangars, terminal, apron, pits and adjacent areas, leased, permitted or un-leased, free and clear of oil, grease and other flammable or hazardous material in compliance with all applicable rules, regulations and codes including SWPPP BMPs.
- XV. **Gambling:** There shall be no gambling on Airport property.
- XVI. **Gate Control:** All entry points shall be positively controlled at all times. Under circumstances where an entry point gate is non-operational, said gate shall be locked closed and repaired within 48 hours (dependant on parts availability). City reserves the right to lock any access point at any time. Gate codes/passes shall be changed when deemed necessary by the Airport Director (advanced notice may not be possible).
- XVII. **Hunting:** Hunting on Airport property is prohibited.
- XVIII. **Loitering / Demonstrations:** Loitering and demonstrating on Airport property is prohibited without the explicit and written consent of the Airport director.
- XIX. **Lost and Found Articles:** Any person who finds or loses articles shall report and deposit them at the Airport Administration office. Lost articles will be kept for three months.

- XX. **Lubricating Oils, Dopes, Paints and Thinners – Storage:** No person shall keep or store any lubricating oils, dopes, paints or thinners on Airport premises, in hangars, or in any building at the Airport unless stored in an appropriate, approved container with suitable draw-off devices and storage of such materials is approved by lease or permit.
- XXI. **Motorized Equipment – Operation Restrictions:** No motorized equipment shall be operated on the aircraft apron area except by:
- a. Person assigned to duty thereon
 - b. Persons authorized by the Airport Director
- XXII. **Open-Flame Operations:** No person shall conduct any open-flame operations in any hangar or any part thereof unless specifically authorized by the Airport Director.
- XXIII. **Parking of Vehicles:** Vehicles shall not be parked on Airport premises other than in the manner indicated by posted parking or traffic signs or as designated by lease or permit.
- XXIV. **Sanitation Requirements:** All Airport refuse, garbage, papers and other materials shall be placed in receptacles provided for these products.
- XXV. **Smoking Prohibited:** No smoking shall be permitted within 50 feet of any fuel farm, fuel truck or any fuel storage facility or container at anytime. No person shall smoke in any hangar, public building, public restroom, or place at the Airport where it is specifically prohibited by law or the Airport Director. No person shall smoke within 20 feet of any entrance, exit or operable window of a City occupied facility.
- XXVI. **Soliciting:** No person shall solicit funds, goods, donations or pledges at any Airport location without written approval of the Airport Director.
- XXVII. **Use of Roads and Walks – Use Restrictions:** No person shall:
- a. Operate any type of vehicle or motorized equipment on roads or walks except as designated by the City Code or in strict compliance with the California Motor Vehicle Code.
 - b. Travel on the Airport other than on the roads, walks or places provided for that particular class of traffic.
 - c. Use a motor vehicle without strict compliance with speed limits prescribed by City/posted traffic speed limit signs. No motor vehicle shall exceed the speed of 15 miles per hour except emergency vehicles in emergency situation or unless otherwise posted.

- d. Use roads, walks or other places that will cause a Runway Incursion/ Runway Deviation as defined by FAA Rules and Regulations or Orders.
- e. Use the roads or walks in such a manner as to hinder or obstruct access or use by others.
- f. Walk across or on a taxiway or runway, or enter an aircraft movement area.

XXVIII. Welding:

- a. No welding of any type shall be performed in any hangar or any building unless specifically authorized by the Airport Director in writing.

CHAPTER 3

AIRPORT OPERATIONS

- I. **Aerobatics Prohibited:** No aircraft shall be flown within the airport traffic area in any aerobatic maneuver or maneuvers other than those required in normal and routine operation unless specifically approved by the Airport Director.
- II. **Accident/Incident Reports:** Persons involved in or witnessing an aircraft accident, incident or mishap at the airport shall immediately report such occurrence to the Airport Director. Such persons shall make written or verbal reports as requested by the Airport Director.
- III. **Aircraft Equipment:** Pilots flying into TVL are encouraged to use a two-way radio capable of communicating with the CTAF in accordance with FAA regulations.
- IV. **Aircraft Parking:** No person shall park any aircraft at the airport in a location or manner not specifically designated or authorized by the Airport Director. The Airport Director may lock-up or remove any aircraft parked in an unauthorized manner or location.
- V. **Aircraft Repairs:** Owners and operators may perform repairs on their own aircraft, provided such work is conducted in an area that meets all health, safety and storm water regulations and in areas designated by the Airport Director. Owners and operators may perform inspections and minor repairs on their aircraft in their assigned hangar or parking areas (excluding draining engine oil, hydraulic fluid or fuel, or using solvents, unless BMPs are used) in compliance with the SWPPP and as defined by FAA in the FARs for such aircraft operations. All hazardous materials must be properly disposed of off airport premises.
- VI. **Aircraft – Full Control Required:** Following a landing or prior to takeoff and while taxiing, the Pilot In Command (PIC) shall assure that there is no danger of collision with other aircraft taking off, landing or taxiing. All aircraft shall be taxied under full control and at a reasonable speed.
- VII. **Aircraft Engines – Locations Where Operation is Permitted:** Aircraft engines shall be started and run only in those places designated for such purposes by the Airport Director. Aircraft shall be placed and oriented so that while an engine is running, that hangars, shops, buildings, or persons are not in the path of the propeller slipstream

rotor wash or jet wash, and so that no dust cloud or other hazard to aircraft or person is created.

- VIII. **Aircraft Engines – Starting and Running:** No aircraft engine shall be started or run unless a licensed pilot or mechanic is attending the controls or is acting as Pilot in Command.
- IX. **Aircraft Engines – Operation in Hangars Prohibited:** No aircraft engine shall be run or operated in any hangar.
- X. **Aircraft Weight:** Aircraft weighing more than load bearing capacity for the area in which the aircraft lands, parks, taxis or takes off is prohibited unless authorized in advance by the Airport Director.
- XI. **Conformity with Rules and Regulations:** No person shall navigate, land upon, fly, maintain, repair any aircraft or conduct any aircraft operations at or from any City Facility without compliance with all current FAA and City Airport Rules and Regulations.
- XII. **Damage to Airport Property:** Any and all airport property damaged or destroyed by an accident, an aircraft incident, or otherwise, shall immediately be paid for by the person or persons responsible for such damage or destruction.
- XIII. **Denial of Departure or Landing Clearance:** The Airport Director may delay, suspend or restrict the landing of an aircraft, any ground movement or other operation or activity on any part of the Airport, and may refuse departure of aircraft from any area at the airport for any reason deemed necessary in the public interest or to protect public health, safety or welfare.
- XIV. **Disposition of Disabled Aircraft:** The owner, pilot or operator of any aircraft which becomes disabled or wrecked at TVL shall be responsible for the prompt removal of the disabled or wrecked aircraft and parts thereof, as directed by the Airport Director. In the event the owner, pilot or operator fails to comply with such directions, the disabled or wrecked aircraft, and parts thereof, may be removed by the City at the expense of the pilot, owner or operator. Prompt aircraft removal is the responsibility of the PIC or owner unless directed to delay such removal pending an investigation of an accident FAA or NTSB. Aircraft removal must be accomplished in a manner that is safe and prevents damage to City or personal property.

- XV. **Electrical Equipment:** No person shall install or use any electrical equipment or machinery in the hangars or modify existing wiring or install additional outlets, fixtures or similar items without prior approval of the Airport Director unless otherwise allowed in the lease agreement between the lessee and City.
- XVI. **Federal and State Air Traffic Rules:** All applicable air traffic and flight rules of the FAA and the State of California governing the operation of aircraft are hereby adopted by reference. Strict adherence to the above rules and regulations is required at all times while operating at, to or from Lake Tahoe Airport. In addition to the above, all rules set forth in the Master Plan Settlement Agreement and TRPA Operating Permit must be strictly followed.
- XVII. **Hangar Inspection:** The Airport Director shall have the right to enter any hangar on Airport premises at any time without notifying or obtaining permission of the tenant for the purpose of inspecting the hangar's physical condition and assuring compliance with all airport rules, regulations and fire safety requirements.
- XVIII. **Incursion/Deviation Prevention Program:** All users, tenants, vendors and guests shall adhere to FAA regulations and Airport policies and procedures regarding the Runway Incursion Prevention Program and Vehicle/Pedestrian Deviation (VPD) Prevention Program.
- XIX. **Incomplete Repairs:** No person shall leave any aircraft in a disassembled condition in the aircraft parking areas for longer than 60 days without prior permission from the Airport Director.
- XX. **Intoxicants and Drugs:** No pilot or other member of the crew of an aircraft in operation on Airport property or any person attending or assisting in said operation of the aircraft, shall be under the influence of any illegal drug or intoxicating liquor. No person obviously under the influence of intoxicating liquor or illegal drug shall be permitted to board any aircraft.
- XXI. **Liability Insurance Requirements:** The privileges of using any Airport property or facilities shall be conditioned upon the assumption of full responsibility and risk by the user. Such airport user shall indemnify and hold harmless the City, its agents and/or employees while the airport is being used for any commercial or business purposes. Those driving in the movement or non-movement areas shall carry at least \$100,000 of liability insurance.

- XXII. **Maintenance Taxi and Run-Up:** Unless maintenance or ramp personnel are certified pilots, anyone conducting a maintenance taxi, run-up or repositioning an aircraft, shall have completed the Driver Training Program. High power run-ups require prior permission of the Airport Director, will be accompanied by specific guidance on position and noise prior to run-up and will comply with Master Plan Settlement Agreement.
- XXIII. **Marshalling Aircraft:** Any business, company or organized group marshalling an aircraft shall wear high-visibility type outerwear at all times while marshalling.
- XXIV. **Night Flying:** No person shall land at or takeoff from an unlighted runway or taxiway after dusk or before dawn, as defined by the FAA, except in the event of an emergency or unless approved by the Airport Director.
- XXV. **Non-airworthy Aircraft:** The storage of non-airworthy aircraft or components thereof at TVL for any period greater than sixty (60) days is prohibited, unless the express written consent of the Airport Director is obtained. The tow-away, removal or storage of any such aircraft or components thereof shall be at the owner's sole cost and expense and without liability.
- XXVI. **Painting:** Aircraft or parts painting and other similar processes shall only be conducted in buildings that are specifically designated for such activities and are in compliance with the local health and safety regulations, Air Pollution Control District regulation and storm water regulations. Shelters or any open tiedown areas are not authorized for these activities. Minor "touch-up" painting may be accomplished with prior approval and in compliance with local health and safety regulations, Air Pollution Control District regulation and storm water regulations. However, the aircraft owner shall be held responsible for any damages to other aircraft and/or property due to over spray associated with any painting activities.
- XXVII. **Propeller Driven Aircraft:** No propeller driven aircraft operator shall load / unload any passenger(s) or cargo until all engines and propellers are completely shut down and are no longer moving without the proper approval of the Airport Director.
- XXVIII. **Safe Handling of Aircraft:** The Pilot In Command (PIC) of a moving aircraft, or of any aircraft preparing or waiting to move, shall ensure that there is no danger of a collision with any other aircraft, whether moving or stationary, or with any building or obstruction. Aircraft shall at all times be taxied, landed, or taken-off at reasonable or appropriate speeds and while under the full control of the PIC.

- XXIX. **Securing of Unattended Aircraft:** No aircraft shall be left unattended at TVL unless properly secured or positioned in a hangar. Owners of such aircraft shall be held responsible for any damage resulting from failure to comply with this rule.
- XXX. **Storage and Repairs – Locations:** No aircraft shall be stored or repaired in any area or space other than those spaces designated for such purposes by the Airport Director.
- XXXI. **Takeoffs and Landings:** Except in an emergency, all fixed wing aircraft shall make takeoffs and landings from the runway.
- XXXII. **Taxiing:** Pilots are encouraged to use the CTAF and transmit all intentions in the safest and most efficient manner. All aircraft shall be taxied under full control at a reasonable speed. No aircraft shall be taxied into or out of hangars at any time.
- XXXIII. **Turns/ Traffic Pattern/ Traffic Altitudes:** The PIC shall follow all applicable FAA guidelines for traffic pattern maneuvers. The PIC shall adhere to any specific traffic pattern or 'fly as a good neighbor' guidelines for voluntary noise abatement procedures published by the City or the FAA, or Airport Facility Directory.

CHAPTER 4

COMMERCIAL ACTIVITIES

No person shall use any part of the Airport or Airport facilities for revenue producing or commercial activities without first securing an appropriate Lease or Permit or other such document from the City.

- I. **Advertisements:** No person shall post, distribute, circulate or display any signs, posters, advertisements, circulars or any other such printed, painted or written materials without first obtaining the approval of the Airport Director.

- II. **Authorization:** Commercial activities at TVL shall be authorized in accordance with the provisions of a lease or permit issued by the City. No person shall use TVL or any part thereof for revenue producing or commercial activities without first securing an appropriate lease, sublease, permit or other such document from the City. Having obtained such governing document, commercial entity must comply with all terms and conditions including the payment of rates and charges and obtaining a City business license. The Airport Director may restrict the location where such activities occur for the requirement of public safety and convenience (Ref. Aeronautic Law, State Aeronautics Act, Public Utilities Code, and FAA/Advisory Circulars).

The Airport Director shall impose such restrictions on a permit as are reasonably necessary to protect the safety, efficiency or convenience of the Airport users or the general public. Permittee shall conduct its activity in accordance with all provisions and procedures in compliance with all applicable codes as defined under "Definition/Abbreviations".

- III. **Commercial Photography:** No person shall take still, motion or sound pictures or photographs, including film and/or digital, for commercial purposes without the permission of the Airport Director. If such pictures are taken for compensation, a permit is required using the current Master Fee Schedule.

- IV. **Mobile Aircraft Maintenance:** Any person performing aircraft maintenance for compensation at TVL shall obtain a permit from the Airport Director. Aircraft Maintenance is defined by FAA regulations. No sublease permit shall be required for Lessees or sublessees of the airport or their employees where their lease or sublease permits aircraft maintenance to be performed on their leasehold premises. No permit shall be required for certificated airlines or their employees which perform

maintenance on aircraft owned or leased by them or on aircraft owned or leased by other certificated airlines where another permit allows such commercial activities.

- a. **Mobile Custodial Aircraft Maintenance Permit:** Mobile permits are required for custodial aircraft maintenance such as washing, polishing, upholstering, cleaning and other incidental custodial maintenance.
 - b. **Mobile Mechanical Aircraft Maintenance Permit:** Permittee shall be certified under the FAA rules for an Airframe and Powerplant (A&P) Mechanic. Permittee shall carry and produce liability insurance as required by the permit. Permittee shall hold harmless the City of South Lake Tahoe, its officers and employees, as additional insured and shall provide that all insurance required hereby shall contain provisions that the City determines necessary for such activity on Airport premises.
 - c. All maintenance activities shall be performed in compliance with the Clean Water Act and with all applicable SWPPP. All BMPs must be implemented before any aircraft maintenance activities are performed on Airport premises. Permits shall be issued at the discretion of the Airport Director. When a full time maintenance facility is available on the Airport, mobile maintenance permits may be revoked.
- V. **Services and Deliveries on Airport Aprons:** No person, association or other legal entity shall conduct any commercial delivery or service activity on the Airport aprons (including but not limited to, fueling of aircraft and ground service vehicles, catering in-flight meals and the performance of ramp services) without first obtaining a lease or permit. Permits shall be issued if the Airport Director determines that the activity will be performed consistent with the safety and convenience of Airport users and that a need exists for such activity. Permits or leases shall require applicable fees be paid to the Airport Enterprise Fund for such commercial activities.
- a. Package deliveries may be allowed if the driver has taken the Ground Vehicle Driver Training and the delivery is to an area that is not in walking distance from the terminal building.
- VI. **Sky Diving:** Parachute operations within 5 miles of the Airport must be coordinated with the Airport Director at least 48 hours in advance. Parachute operations conducted to and/or from the Airport must be approved by the Airport Director at least 48 hours in advance and in writing.

CHAPTER 5

FLYING CLUBS

Any combination of persons based on the Airport that operate aircraft frequently can be defined as a 'Flying Club'.

- I. **Flying Club Aircraft Maintenance:** A person performing maintenance shall be exempt from payment of fees for a Mobile Maintenance Permit if the person is performing maintenance for compensation only on aircraft used by one flying club and only if that person is a member of that flying club.
- II. **Permit – Not Assignable:** Each Flying Club Permit is personal to the permit holder and does not constitute a proprietary interest; neither such permit nor the right to conduct any operation hereunder may be sold, assigned, transferred, encumbered, leased, franchised or otherwise disposed of by the holder or by any member thereof.
- III. **Permit – Required:** No flying Club shall operate any aircraft at the Airport unless it is a valid "use" as defined under a Master Lease, sublease or the Club has obtained a Flying Club Permit as herein noted. No person shall operate any aircraft from, at or about the airport premises as a member of a flying club unless the flying club has obtained a Flying Club Permit as provided herein.
- IV. **Use of Club Aircraft:** No person who is not a member of the flying club shall use club aircraft in exchange for compensation to the club. Persons operating club aircraft are prohibited from conducting charter operations and any applicable fees, rents and charges paid unless approved in advance by the Airport Director, are deemed null and void.

CHAPTER 6

FUEL SERVICING

All fuel servicing activities on the Airport must have a Fuel Concession Permit before any/all fuel is delivered or dispensed on Airport premises. Non-compliance with any of the following rules and regulations may be cause for termination of a Master Lease where such fueling services occur.

- I. **Blocking of Control Devices – Prohibited:** No emergency control, deadman handle or similar safety device shall be blocked open or bypassed in such a manner as to circumvent the designed safety purpose of such device.
- II. **Fuel Flowage Fees Reports:** Fuel Flowage Fees Reports must be submitted to the City on a timely basis and as required by the fuel concession permit.
- III. **Fuel Spill Control – Clean-up:** All fuel (or other hazardous/flammable liquid) spills must be controlled and cleaned up by the use of absorbent materials (BMPs) specifically designed for that purpose. All employees of the fueling service must train personnel to follow their emergency response plan. Under no circumstances shall such liquids be flushed or otherwise allowed to enter into the storm drain system on any Airport Area. All BMP measures must be taken by employees to prevent any pollutants from entering the storm drain system on any Airport area. If a required cleanup measure involves calling 911, then the Airport Director must be immediately notified. Appropriate reports must be submitted to the Airport Director after completion of the cleanup activities on the Airport.
- IV. **Fuel Spill Notification:** All fuel (or other hazardous/flammable liquid) spills in excess of 18 inches in any dimension must be reported immediately to the Airport Director. If he or she is not available, immediately report the spill to 911.
- V. **Fueling Operations – Attendant Required When Passengers in Cabin:** No Passenger or passengers shall be permitted in any aircraft during fueling unless a cabin attendant is present at or near the cabin door.
- VI. **Fueling Operations – Location Restrictions:** No fueling or drainage of aircraft shall be conducted while an aircraft is located inside a hangar building. Fuel trucks must be parked 25 feet away from any building and 10 feet away from any other vehicle.

- VII. **Fueling Operations – Operation of Electrical Apparatus Prohibited:** No person shall operate any radio transmitter receiver, or switch electrical appliances on or off in an aircraft during fueling or draining of fuel.
- VIII. **Fueling Operations – Prohibited While Engine Running:** No aircraft shall be fueled or drained of fuel while the engine is running or while such aircraft is in a hangar or enclosed space. Emergency aircraft capable of 'hot refueling' are exempt but must provide the Airport Director with proof of appropriate training.
- IX. **Fueling Operations – Required Equipment:**
- a. All fuel service facilities and equipment shall be in compliance with FAA/AC 150/5230-4A 'Aircraft Fuel Storage, Handling and Dispensing at Airports' and FAA AC 150/5320-15A 'Management of Airport Industrial Waste'.
 - b. All fuel service facilities shall have a business plan posted noting emergency response employees, and personnel associated with an emergency response plan for their fueling operation. A copy of such emergency response plan must be on file with the City of South Lake Tahoe, Airport Administration Office.
 - c. All service facilities and equipment must be properly equipped with adequate fire extinguishers and trained personnel to operate such emergency response equipment. In addition, a spill kit must be on site and readily available during all fueling operations. All service facilities and equipment must have proper SWPPP/BMPs available and in use and trained personnel to use such methods and supplies until emergency response teams arrive on premises.
- X. **Fueling Operations – Static Spark Materials Prohibited:** No person shall use any material during fueling or draining of fuel from aircraft which is likely to cause a static discharge. All aircraft must be appropriately grounded prior to fueling. Fueling is not allowed during an electrical or thunder storm.
- XI. **Fueling Equipment:** Fueling hoses and draining equipment shall be maintained in a safe, sound and non-leaking condition and must have SWPPP/BMP materials and procedures near all equipment used in fueling operations.
- XII. **Grounding Requirements During Fueling Operations:**
- a. All hoses, funnels and accessories used in fueling and draining operations shall be equipped with a grounding device to prevent ignition of volatile liquids.
 - b. During fueling, the aircraft shall be grounded to the fuel dispensing apparatus.
- XIII. **Starting of Engines Prohibited When Fuel on Ground:** No person shall start the engine of any aircraft when there is a fuel on the ground under such aircraft.

CHAPTER 7

MOTOR VEHICLES / EQUIPMENT

- I. **Aircraft Right-of-Way:** No person operating a motor vehicle in the movement area or non-movement area shall in any way hinder, stop, slow or otherwise interfere with the operation of any aircraft on the airport. An aircraft always has the right-of-way.
- II. **Common Carriers:** No automobile, bus, truck, taxi, limousine, motor home or other common carrier or vehicle-for-hire shall load or unload passengers or personal property at any place on any airport area other than that area designated by the Airport Director.
- III. **Conformance with Codes:** Motor vehicle operation in and/or on the movement area or non-movement area shall be governed in general by the provisions of the California State Motor Vehicle Code and traffic directions procedures. Signals for turns, lights, and safe driving precautions shall be in conformity therewith. In addition, motor vehicles shall conform to regulations prescribed by the Motor Vehicle Code and to procedures imposed pursuant to rules at airports and in compliance with the FAA AC150/5210-20, Ground Vehicle Operations on Airports.
- IV. **Crossing Runways:**
 - a. No person operating a motor vehicle at the airport shall enter, cross, or use the runway or taxiway to travel from one side of the airport to another, or to travel from one location to another unless
 - i. Vehicle is traveling under escort, or
 - ii. Vehicle has two-way communications with CTAF or the Air Traffic Control Tower if in operation, and
 - iii. Vehicle is specifically authorized by Airport Director, and
 - iv. Vehicle displays an orange and white checkered flag or amber-flashing beacon on the top of the motor vehicle so that it is visible from the air for pilot safety, and
 - v. Driver of vehicle has taken the Airport Driver Training Program
 - b. Pedestrians, bicycles, wheelchairs, skateboards and scooters are prohibited from entering or crossing runways and/or taxiways.
- V. **Driving Privilege Revocable:** The privilege to drive on movement areas or non-movement areas may be revoked or suspended by the Airport Director at any time to ensure public and pilot safety.

- VI. **Emergency Vehicles:** All vehicles shall at all times give way to emergency equipment responding to an alert or emergency. Emergency vehicle must use flashing lights when responding to an emergency on Airport property.
- VII. **Flashing Beacon Light/Flag:** No person shall operate a motor vehicle in the Airport Operations Area (AOA) of the Airport without proper knowledge of FAA AC 150/5210-20. All vehicles shall have an orange and white checkered flag (daytime use only) or an amber-flashing beacon installed on top of the vehicle that is visible from the air.
- VIII. **License and Insurance Requirements:** No person shall operate a motor vehicle on the airport unless the driver is licensed or authorized to operate such a vehicle by a government agency. In addition to licensing requirements, drivers of motor vehicles on movement areas and non-movement areas shall successfully complete the Airport Driver Training Program. Anyone operating a vehicle in movement areas must have in their immediate possession their government issued license. All drivers must carry at least \$100,000 Liability Insurance.
- IX. **Piggy Backing:** No vehicle entering the Airport through an otherwise secured gate will allow another vehicle to follow directly behind the vehicle in front unless under escort by the first vehicle. No exceptions.
- X. **Radios Required:** No person shall operate any motor vehicle on Airport runways or taxiways unless it is equipped with a functional two-way radio capable of communicating on CTAF or is escorted by a vehicle so equipped.
- XI. **Speed Limits:** (Excluding emergency vehicles): No person shall operate a motor vehicle of any kind at the Airport in excess of posted speed limits. If speed limit is not clearly posted, vehicles shall not exceed 15 mph.
- XII. **Restricted Areas:** No motorized equipment or vehicles shall be operated on the airport operations areas except by persons assigned to duty in those areas or by persons so authorized by the Airport Director.
- XIII. **Safety/Security Motor Vehicles:** Compliance is required with all rules and regulations noted. Beacon as defined in FAA/AC150/5210-5C must be operational at all times when entering runways and taxiways and during emergency responses on all Airport areas. Additionally, headlights and parking lights shall be turned on during patrols throughout all periods of night as defined by the FAA.

- XIV. **Ticketing:** The Airport Director shall use the City Parking Violation Notice and City Parking Fee Violation Table to determine what code is being violated and what bail amount is warranted.
- XV. **Vehicle Condition/Repair:**
- a. No person shall operate any motor vehicle or equipment on the movement area unless such vehicle or equipment is in safe operating condition for such operation and meets the basic safety requirements of the California Vehicle Code (i.e., brakes, head lights, horn).
 - b. No person shall paint, repair, maintain or overhaul any motor vehicle or equipment on the airport unless approved in a lease agreement.
- XVI. **Vehicles/Equipment Parking and Storage:** Motor vehicles are defined as ambulances, aircraft rescue and firefighting vehicles, law enforcement vehicles; aircraft support vehicles, airport security vehicles, cars, vans, golf carts, ATVs, buses, motorcycles and motor homes.
- a. No person shall park or store any motor vehicle or other equipment or materials on or in the movement area except as prescribed by the Airport Director or as noted by signage on the Airport.
 - b. No person shall park any motor vehicle or other equipment or store materials on or in the movement area or non-movement area within 20 feet of any fire apparatus positioned for fire safety or near any emergency electrical vault building on Airport premises.
- XVII. **Vehicle Inspection:** The Airport Director may remove from the Airport any motor vehicle or equipment which is disabled, abandoned, parked or operated in violation of the airport rules and regulations or which represents an operational hazard. Such a removal will be at the owner's expense and without liability for any damage which may occur during the removal process.

APPENDIX A

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APPENDIX B

DEFINITIONS / ABBREVIATIONS

A&P – Airframe and Powerplant

Abandoned – any piece of equipment of vehicle that is non-airworthy, or has no current registration, or has no current airworthiness certificate or has a flat tire and is incapable of being driven or flown

ADA – Americans with Disabilities Act

Advisory Circulars (AC) – Federal Aviation Administration Advisory Circulars for the aviation industry

Aeronautical Activity or Service – any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations

Air Operations Area (AOA) – the area that is inside the Airport boundary in which aircraft movements take place as defined by the FAA – AC 150/5300

Air Traffic Control Tower (ATCT) – the FAA or non-federal owned /staffed ATCT facility located on Airport premises

Aircraft – any and all conveyances, now or hereafter used for flight in airspace

Airport – the Lake Tahoe Airport which is owned, operated and located in the City of South Lake Tahoe, El Dorado County, State of California

Airport Director – the Airport Director hired by the City of South Lake Tahoe, or any designee acting in a capacity authorized by the Airport Director

BMP – Best Management Practice

City – City of South Lake Tahoe

Codes – Rules and Regulations Referenced – means the codes/rules as referenced below:

- NFPA 407 – Standard for Aircraft Fueling Servicing
- Aeronautics Law – State Aeronautics Act – PUC
- California Fire Code – Part IV – Special Occupancy Uses – Article 24 – Airports, Heliports, and Helistops
- EPA – Environmental Protection Agency
- FAA Advisory Circulars, Orders, Rules

- California Vehicle Code Section – 21113, 22511.8, 22651, and 22652
- City of South Lake Tahoe Administrative Code
- City of South Lake Tahoe Code of Regulatory Ordinances
- City of South Lake Tahoe Health and Safety Codes
- Federal – Airport and Airway Act of 1970
- Federal – Airport Noise and Capacity Act of 1990
- Federal – Aviation Safety and Noise Abatement Act of 1979
- Federal Clean Water Act
- Federal Americans with Disabilities Act
- State Health and Safety Code
- State Penal Code
- State Vehicle Code
- State of California Code of Regulations – Title 21, Sections 3525 – 3560
- Tahoe Regional Planning Administration (TRPA)
- Transportation Security Administration (TSA) Regulations

County – El Dorado County

Crew Quarters – commercial job related living quarters required for crew rest periods per FARs

Driver Training Program – an awareness and airport procedures training course given by Airport staff

FAA – Federal Aviation Administration

FAR – Federal Aviation Regulations

FSDO – Flight Standards District Office

FBO – Fixed Base Operator – a commercial aviation business that provides more than on aeronautical service

Flying Club – any combination of persons who form a legal entity to provide members the privilege of piloting aircraft based on the Airport as defined under AIRPORT above

Master Lease – a portion of an Airport that is leased to an individual or entity as approved by the City in an Aviation/Industrial Master Lease contract

Minimum Standards – the qualifications or criteria that are established as the minimum requirements that must be met by businesses engaged in on-airport aeronautical activities for the right to conduct those activities

Movement Area – the runway, taxiway and runway connectors

NFPA – National Fire Protection Administration

NTSB – National Transportation Safety Board

Non-Movement Area – the aircraft aprons, ramps, taxilanes and parking areas

Pedestrian – a person on foot, bicycle, wheelchair (motorized or manual), skateboard (motorized or manual) or on a scooter (motorized or manual)

Person – any individual, estate, firm, association, political body, business, organizations, group, partnership, business trust, company, corporation, or other legal entity including any member trustee, agent, employee, officer, receiver, assignee, or other representative of any of these

Positive Control – Absolute or Active control

Restricted Area – inside the fenced area of the Airport

Runway – the asphalt surfaced area of the Airport reserved primarily for the landing and taking off of aircraft

Security Identification Display Area (SIDA) – an area on the airside of the airport marked by red and white lines where personnel must display an appropriate ID

Self-Fueling – fueling an aircraft that is owned in whole or partnership by the person fueling. This does not include fueling at a self-service fuel island

Self-Service – includes activities such as adjusting, repairing, cleaning and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner. See FAR Part 43 for allowed self-service activities

Specialized Aviation Service Operation (SASO) – an aeronautical business that offers a single or limited service

Sublease – a portion of an Airport that is subleased to an individual person or entity by a Master Lessee for a portion of the Master Lease parcel with approval of the Airport Director

Taxiway – a defined path established for the taxiing of aircraft from one part of the airport to another

Taxilane – the portion of the aircraft parking area used for access between taxiway and aircraft parking positions

Vehicle – auto, truck, fuel truck, golf cart, motorcycle, moped, or any motorized equipment


APPENDIX C

UPDATES

<u>Date of Update:</u>	<u>Page Updated:</u>	<u>Authorized By:</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

Note: Rules and Regulations are subject to update without notice.

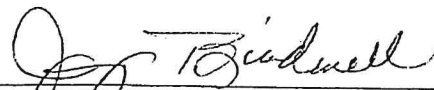
Lake Tahoe Airport Rules and Regulations are recommended by the Lake Tahoe Airport Commission and adopted and established through a resolution of the South Lake Tahoe City Council on the date indicated below.



RICK JENKINS
Airport Director
4/22/09
Date



DAVID JINKENS
City Manager
4/22/09
Date



JERRY BIRDWELL
Mayor – City of South Lake Tahoe
Chair – Airport Commission
4-21-09
Date

CONTRACT ROUTING SHEET

Date Prepared: 05/24/2017

Need Date: 06/05/2017

PROCESSING DEPARTMENT:

Department: Purchasing
Dept. Contact: Rick Blake
Phone #: (530)621-5873
Department
Head Signature: [Signature] 5/24/17

CONTRACTOR:

Name: City of South Lake Tahoe
Address: 1901 Airport Road
South Lake Tahoe, CA 96150
Phone: 530-542-7405
Fax: _____

4/19/17
Note the Lease has Hrown Exhibits:
If the Hanger Application is intended to be incorporated into the Agreement identifying it as separate from the main agreement with case no. 17-000148

CONTRACTING DEPARTMENT: Sheriff's Office

Service Requested: Approval of Vendors Terms & Conditions
Contract Term: 1 Year Amendment Value: \$7,641.00
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: _____ Disapproved: _____ Date: 6/7/17 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____
Note: there 2 different Ex.A's - they can't both be A's. Lease agreement (EX.A.) shows monthly fee of \$452.00, which is different than BP. County assumes all risk of liability per Indem. provision and waived any right of contribution by City.

2017 MAY 25 AM 8:07
EL DORADO COUNTY COUNSEL

Please forward to risk to verify County coverage meets required limits in vendor's terms and

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements) *also for review of indemnity provision.*

Approved: _____ Disapproved: _____ Date: 6-8-17 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____
*THE COUNTY CAN EVIDENCE A.I. COVERAGE FOR EDC ONLY.
Note contract requires certain insurance coverage to be carried by County*

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

3/8/17: Changes made to BP. [Signature]



COUNTY of EL DORADO

Procurement & Contracts

PURCHASE ORDER NO.

BLANKET PURCHASE ORDER

RP20170748

DATE	REQUISITION NO.	TYPE	BLANKET PO#	PAGE	DELIVERY DATE	EXPIRATION DATE	THIS NUMBER MUST BE ON ALL INVOICES, PACKING LISTS, AND RELATED PAPER WORK.
06/08/17		BP		01		05/31/18	

VENDOR

CITY OF SOUTH LAKE TAHOE
1901 AIRPORT ROAD
SUITE 210
SOUTH LAKE TAHOE

CA 961507004

SHIP TO

THIS IS NOT AN ORDER
SEE SPECIFIC ORDERS
AGAINST BLANKET FOR
SHIP TO ADDRESS

REQUESTOR	F.O.B. POINT	TERMS
<i>RFQ</i>	DESTINATION	NET 30

NOTE CONDITIONS ON REVERSE

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
001			971-08 RENTS/LEASES:BUILDING RENTAL OF AIRPORT HANGAR UNIT B-6 1,350 SQUARE FEET @ \$452 PER MONTH - PLUS: \$750 HANGAR DEPOSIT, \$25 HANGAR KEY DEPOSIT, \$50 AOA ACCESS CARD DEPOSIT ALL DEPOSITS REFUNDABLE - AIRPORT WILL INVOICE FOR BOTH THE DEPOSITS AND RENT		
002			900-01 SVCS:FREIGHT; PAID TERM: 06/01/2017 - 05/31/2018 - INVOICE TO: SAME AS REQUESTING DEPT - CONTRACT ADMINISTRATOR: RUSS FACKRELL, FACILITIES MANAGER OR SUCCESSOR - HANGER LEASE AGREEMENT IS INCORPORATED TO AND MADE PART OF THIS PURCHASE ORDER CONTRACT. - TO THE EXTENT THAT THE TERMS AND CONDITIONS OF THE VENDOR CONFLICT WITH THE TERMS AND CONDITIONS OF THE COUNTY, THE TERMS AND CONDITIONS OF THE VENDOR SHALL CONTINUED, NEXT PAGE		

This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side hereof and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

SFX TOTAL INDEX SUB-OBJECT USER CODE

I hereby certify that this purchase order is issued in accordance with procedures prescribed by ordinance and BOS Policy C-17 governing purchase of such items for the County of El Dorado.

19-1007 A 46 of 57
Purchasing Agent
(Note: Authorized signature in lieu of Purchasing Agent for purchase less than \$5,000.00)



COUNTY of EL DORADO

Procurement & Contracts

BLANKET PURCHASE ORDER

PURCHASE ORDER NO.
BP20170748

DATE	REQUISITION NO.	TYPE	BLANKET PO#	PAGE	DELIVERY DATE	EXPIRATION DATE	THIS NUMBER MUST BE ON ALL INVOICES, PACKING LISTS, AND RELATED PAPER WORK.
06/08/17		BP		02		05/31/18	

VENDOR

CITY OF SOUTH LAKE TAHOE
1901 AIRPORT ROAD
SUITE 210
SOUTH LAKE TAHOE

CA 961507004

SHIP TO

THIS IS NOT AN ORDER
SEE SPECIFIC ORDERS
AGAINST BLANKET FOR
SHIP TO ADDRESS

REQUESTOR	F.O.B. POINT	TERMS
(Signature)	DESTINATION	NET 30

NOTE CONDITIONS ON REVERSE

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
			PREVAIL. NO BUSINESS LICENSE REQUIRED EXEMPT PURSUITS INCLUDE: AGRICULTURE, PUBLIC AGENCIES, CHARITIES, NEWSPAPERS, RELIGIOUS, NON-PROFIT, AND FAIR CONCESSIONS IN ACCORDANCE WITH COUNTY ORDINANCE 4734 5.08.070		
CONTRACT AMOUNT:					8,000.00

This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side hereof and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

PLEASE REFER ALL QUESTIONS
CONCERNING THIS ORDER TO:

ALISON WINTER
(530) 621-5690 EXT 5690

VENDOR NUMBER : 000575 07

SFX REQUESTING DEPT: SHERIFF'S OFFICE
300 FAIR LANE

PLACERVILLE

CA 95667

I hereby certify that this purchase order is issued in accordance with procedures prescribed by ordinance and BOS Policy C-17 governing purchase of such items for the County of El Dorado.

(Note: Authorized signature in lieu of Purchasing Agent for purchase less than \$5,000.00)



BP 20170748

EXHIBIT "A"

LAKE TAHOE AIRPORT (TVL)

GENERAL AVIATION HANGAR APPLICATION

SECTION I: BUSINESS / TRUST / ENTITY INFORMATION

(If Applicable, Otherwise Skip to Section II)

Entity Name County of El Dorado - Sheriff's Department				
Entity Mailing Address 330 Fair Lane		City Placerville	State CA	Zip Code 95667
Business Phone Number 530 621-5690		Business Email Address wintera@edso.org		

SECTION II: APPLICANT PERSONAL INFORMATION

Last Name		First Name		Middle Name	
Maiden Name, Name Changes, or Aliases (if applicable) County of El Dorado - Sheriff's Department					Aeronautical Use? (Y/N)
Billing Mailing Address 330 Fair Lane		City Placerville		State CA	Zip Code 95667
Phone Number 530 621-5690		Alt. Phone Number —		Personal Email Address —	
Place of Birth (State/Country) —	Citizenship Country —	Driver's License Number —		State —	Expiration (MM/YY) —

SECTION III: AIRCRAFT INFORMATION

(If Applicable, Otherwise Skip to Section IV)

Aircraft Owner (Company/Flying Club/Individual) County of El Dorado Sheriff's Dept		Aircraft Model/Type Drone Phantom 3 Professional		N-Number P76DGE2901847
Aircraft Owner (Company/Flying Club/Individual)		Aircraft Model/Type		N-Number

SECTION IV: VEHICLE INFORMATION

Vehicle (Year, Make, Model) Various Search + Rescue Vehicles + Equipment		License Plate Number/State
Vehicle Owner (If Different than above)		

SECTION V: HANGAR INFORMATION

Hangar Number(s):

B-6

SECTION VI: OTHER AUTHORIZED USERS

Last Name <i>Byers</i>	First Name <i>James</i>	Middle Name
Phone Number <i>530 642-4707</i>	Alt. Phone Number <i>530 959-2918</i>	Email Address <i>Byersj@cdso.org</i>

Last Name <i>Almos</i>	First Name <i>Greg</i>	Middle Name
Phone Number <i>530 573-3058</i>	Alt. Phone Number <i>530 208-8510</i>	Email Address <i>almosg@cdso.org</i>

Last Name <i>Frisby</i>	First Name <i>Damien</i>	Middle Name
Phone Number <i>530 573-3013</i>	Alt. Phone Number <i>530 919-9511</i>	Email Address <i>Frisbyd@cdso.org</i>

SECTION VII: ACCESS RULES & REQUIREMENTS

As a condition of obtaining/retaining the privilege of unescorted access to the Lake Tahoe Airport Air Operations Area (AOA) the undersigned agrees to the following:

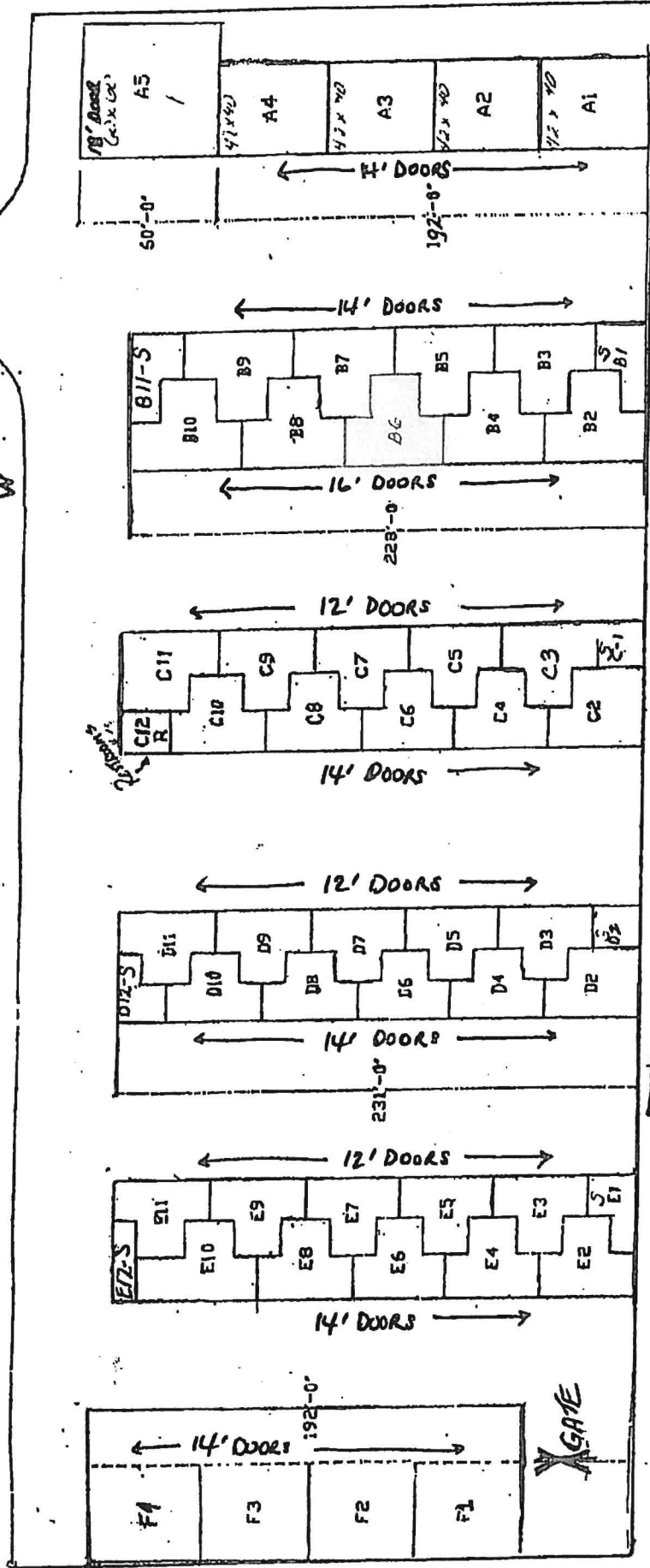
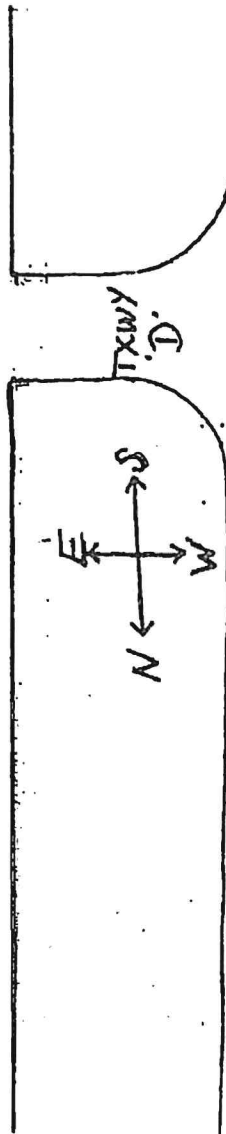
- I will comply with all the rules and regulations promulgated by the Lake Tahoe Airport, City of South Lake Tahoe, Transportation Security Administration, and the Federal Aviation Administration regarding airport access and use.
- I will use my AOA access media each time I enter a restricted area.
- I will challenge those persons found in the AOA that seem suspicious or out of place and report those individuals to Airport Management or the City of South Lake Tahoe Police.
- I will not permit persons to enter the AOA unless they are authorized to do so by the airport or are under my escort.
- I will ensure that persons under my escort in the AOA remain within my sight and control at all times.
- I will not leave any open, unsecured gate or door unattended.
- I will not leave any door or gate unsecured after use.
- I will enter only those areas I am authorized to enter.
- I will not permit other persons to use my AOA access media other than those on the "Other Authorized Users" list.
- I will immediately report the loss or theft of my AOA access media to Airport Management
- I understand that the AOA access media issued to me remains the property of the Lake Tahoe Airport and I will surrender it on demand.
- I understand that a violation of one or more of these rules may lead to fines, criminal charges, and suspension or revocation of my AOA access media.
- I will provide a \$750 dollar refundable security deposit on hangar leases.
- I will provide proof of insurance for all vehicles accessing the AOA with liability of no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- I will provide proof of commercial general liability insurance no less than specified in this paragraph. 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 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.
- I agree to a refundable \$25 dollar deposit for each hangar key and a refundable \$50 dollar deposit for each AOA access card. Failure to return these items will forfeit my refundable deposit.

I have read and understand the above regulations. I agree by these regulations and understand that violation of one or more of these may result in the revocation of authorization to access the AOA for myself and/or the company I represent.

Applicant's Name(Printed): _____ Signature: _____ Date: _____

LAKE TAHOE AIRPORT HANGAR LAYOUT

TAXIWAY 'A'



ALL HANGAR ROOFS SLOPE TO THE SOUTH

CITY OF SOUTH LAKE TAHOE

RESOLUTION NO 2017- 20

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SOUTH LAKE TAHOE ADOPTING THE ANNUAL MASTER SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES

WHEREAS, the City of South Lake Tahoe has conducted an analysis of the costs of its services; and

WHEREAS, the City wishes to recover the costs of providing special services, such that general revenues are not diverted from general services to subsidize special services; and

WHEREAS, pursuant to Government Code Section 66016 and 66018, the specific fees to be charged for services must be adopted by the City Council by Resolution, after providing and holding a public hearing; and

WHEREAS, notice of public hearing has been provided per Government Code Section 6062a, oral and written presentations made and received, and the required public hearing held; and

WHEREAS, it is the intention of the City Council to charge the new fee amounts according to the implementation dates as set forth in the applicable codes; and

NOW, THEREFORE, the City Council of the City of South Lake Tahoe RESOLVES, and ORDERS as follows:

ALL fees and charges as presented in the attached MASTER FEE SCHEDULE are hereby to be computed and applied by the various City departments.

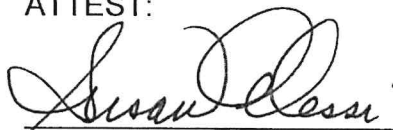
PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe on April 04, 2017 by the following vote: See separate vote regarding Airport — Hanger Rents (page 2)

AYES: Councilmembers SASS, DAVID, DAVIS, COLLIN, LAINE

NOES: Councilmembers _____

ABSTAIN: Councilmembers _____

ATTEST:


Susan Alessi, City Clerk


Austin Sass, Mayor 4-6-17

Vote regarding- Hanger Rents

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe at the April 04, 2017 meeting by the following vote:

AYES: Councilmembers SASS, DAVID, COLLIN, LAINE

NOES: Councilmembers _____

ABSTAIN: Councilmembers DAVIS

ATTEST:



Susan Alessi, City Clerk



Austin Sass, Mayor 4-6-17



City of South Lake Tahoe

Master Fee Schedule



Adopted April 4th, 2017

Airport		
Fee Description	Unit	Adopted Fee 04/04/2017
Office	square foot or agreement	\$1.55
Ground Lease Rate	square foot or agreement	\$0.29
Gratuitous Transportation	vehicle	\$49
Conference/Meeting Room hourly rental	hour	\$26
Conference/Meeting Room daily rental	day	\$259
Restaurant Facilities	Per agreement	Per agreement
Airport Terminal Lobby (upper/lower) hourly rental	hour	\$52
Airport Terminal Lobby (upper/lower) daily rental	day	\$311
Vending Machines	% of net sales	\$0.62
Advertising	Negotiated	Negotiated
Advertising "Paper" Pick-Up Ads	monthly	\$66
Other Use of Terminal	Negotiated	Negotiated
Commercial Filming; waived if City promotion	per day/winter	\$375
	day/summer	\$625
Aviation Use of Airfield:		
Terminal Ramp Day Use; multiple use or 2 or more hours	day	\$11
Terminal Ramp RON Use Fee; 6 hours or more after 5:00 pm	night	\$21
Landing Fees	per 1,000 #'s for aircraft over 6,000 #'s	\$3.63
Fuel Flowage Fee	per gallon/per agmt	\$0.11
Non-Fixed Based Operators Use: e.g. Mechanics, Instructors, etc.	% of gross income if not paying rents & fees otherwise	7.75%
Other Fees:		
Automobile Parking; monthly	per space	\$24
Ground Transportation - Limousine; yearly	per company	\$619
Gratuitous Transportation - Taxi Cab; yearly, negotiable	vehicle	\$31
GA or Terminal Ramp; hourly, negotiable	hourly	\$259
GA or Terminal Ramp; day, negotiable	day	\$3,102
Taxiway - North or South End; hourly	hourly	\$259
Taxiway - North or South End; daily	day	\$3,102
Airport Technician	Fully burdened hourly rate	Fully burdened hourly rate
Dump Truck, Sander, Grader, Loader	hourly	\$176
Carpet Cleaning; includes equipment use +actual costs of City staff	hourly + actual	Fully burdened hourly rate
Airport Key Card (refundable deposit)	each	\$50
Lost/Stolen Key Card Replacement (non- refundable)	each	\$50
Airport Hangar Key (refundable deposit)	each	\$25
Lost/Stolen Hangar Key Card Replacement (non- refundable)	each	\$25

Airport (cont.)

Fee Description			Aeronautical Use Adopted Fee 04/04/2017	Non Aeronautical Use Adopted Fee 04/04/2017
The T-Hangar complex is on a parcel of land approximately 275'x 663' including the taxi lanes. There are six buildings with a total of 48 aircraft hangars and seven storage areas as follows:				
Building	Qty Available	Size	Monthly Rent	Monthly Rent
Daily Rate Aircraft Hangar Storage (not to exceed 30 continuous days rental)	(When Available)	All	\$40/day	n/a
Building A	3	42' box - 1,560 sf	\$653	\$932
	1	48' box - 1,920 sf	\$720	\$1,104
	1	60' box - 3,600 sf	\$1,097	\$1,945
Building B	7	45' tees - 1,350 sf	\$568	\$808
	2	48' tees - 1,480 sf	\$594	\$871
	2	Storage - 674 sf	\$320	\$422
Building C	8	42' tees - 1,071 sf	\$452	\$641
	2	42' el - 1,271 sf	\$516	\$751
	1	Storage - 357 sf	\$133	\$205
Building D	9	42' tees - 1,071 sf	\$452	\$641
	1	42' el - 1,271 sf	\$516	\$751
	1	Storage - 357 sf	\$133	\$205
	1	Storage - 525 sf	\$261	\$334
Building E	10	42' tees - 1,071 sf	\$452	\$641
	2	Storage - 525 sf	\$261	\$334
Building F	4	48' box - 1,920 sf	\$720	\$1,104
Sonermeter	1	61' box - 3,111 sf	\$1,270	\$1,842
Rental rates listed above are based on a one-year lease. An additional 10% fee is applicable for short-term leases (month-to-month). All units are charged a flat monthly rate of \$25 for electricity which is included in the monthly fee. Utility charges are based on averaged year-round usage.				

Debbie McIntire
542-7405

CONTRACT ROUTING SHEET

Date Prepared: 05/24/2017

Need Date: 06/05/2017

PROCESSING DEPARTMENT:

Department: Purchasing
 Dept. Contact: Rick Blake
 Phone #: (530)621-5873
 Department
 Head Signature: [Signature] 5/24/17

CONTRACTOR:

Name: City of South Lake Tahoe
 Address: 1901 Airport Road
South Lake Tahoe, CA 96150
 Phone: 530-542-7405
 Fax: _____

Note the lease has Htown exhibits.
 If the Htown Application is intended to be incorporated into the Agreement, identify it as separate from the lease and consider adding to 1907

CONTRACTING DEPARTMENT: Sheriff's Office

Service Requested: Approval of Vendors Terms & Conditions
 Contract Term: 1 Year Amendment Value: \$7,641.00
 Compliance with Human Resources requirements? Yes: _____ No: _____
 Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 6/2/17 By: [Signature]
 Approved: _____ Disapproved: _____ Date: _____ By: _____

Note: there 2 different Ex A's - they cant both be A's. Lease agreement (Ex A.) shows monthly fee of \$452.00, which is different than BP. County assumes all risk of liability per Indem. provision and waives any right of contribution by City.

EL DORADO COUNTY COUNSEL
 2017 MAY 25 AM 8:07

Please forward to risk to verify County coverage meets required limits in vendor's terms and

PLEASE FORWARD TO RISK MANAGEMENT. THANKS! *also for review of indemnity provision.*
RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 6-8-17 By: [Signature]
 Approved: _____ Disapproved: _____ Date: _____ By: _____

*THE COUNTY CAN EVIDENCE A.I. COVERAGE FOR EDC ONLY.
 Note contract requires certain insurance coverage to be carried by County*

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

6/8/17: Changes made to BP. [Signature]