

EXHIBIT 1



Auburn Regional Airport

**TIE-DOWN AND
AIRCRAFT STORAGE
POLICY**

City of Auburn

Auburn,
California

CONTENTS

SECTION 1 - PURPOSE

The City of Auburn (City) hereby establishes an aircraft Tie-Down and Storage Policy (Policy) for the Auburn Municipal Airport (Airport) to regulate the occupation and use of airport property not subject to a hangar lease agreement, commercial operations agreement or subject to other agreements.

The City provides space at the Airport for outdoor, long term and short-term parking of aircraft in its designated tie-down areas. The Airport's inventory of tie-down space is limited and in high demand thus regulation of its existing spaces is key to ensuring that the Auburn Airport remains vibrant and open to all who desire to utilize it. By providing clear and objective standards for the parking and storage of aircraft, it is the intent of the City to ensure that tie-down space is available for active users of the airport and that inoperable and derelict aircraft are either repaired in a timely manner or removed from the Airport's active airfield tie-down areas to designated storage areas.

SECTION 2 - APPLICABILITY

This Policy shall apply to any person parking aircraft on Airport property longer than one hour and not in conjunction with a hangar lease agreement, commercial operation agreement or subject to other agreements, whether on a transient or non-transient basis. Persons using Airport property in such a manner shall be bound by the terms and regulations of this Policy.

SECTION 3 - AUTHORITY

The City's authority to execute and manage agreements and/or leases related to the Airport is provided in the Airport's Minimum Operating Standards and Municipal Code as described below:

- **Municipal Code Section 32.157 Airport Department; Functions**
 - To administer leases and all other agreements pertaining to the use of the Airport
- **Minimum Operating Standards Section I.**
 - The City shall regulate all activities at the Airport and will cause the enforcement of Federal, State, and City regulations.

SECTION 4 - USE

As the Airport Sponsor and recipient of Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants, the City is obligated to operate the Airport for the use and benefit of the public and to make it available to all types and classes of aeronautical activities on fair and reasonable terms and conditions without unjust discrimination. In order to ensure that the Airport is available to all who desire to use it, standards are hereby created for the use of tie-down space within the Airport. This policy restricts the storage of inoperable and derelict aircraft on the active airfield and provides for their relocation to other parts of the Airport.

SECTION 5 – USE PROVISIONS

There are multiple types of aircraft parking and storage available at the Airport. All users of Airport property for aircraft tie-down and storage shall comply with tie-down and storage lease agreements, the tie-down procedures and recommendations provided in the FAA Advisory Circular No. 20-35C attached to this Policy as Exhibit A and incorporated herein by this reference, and the following:

- **Transient Tie-Down:** The City provides transient tie-down space at the Airport for a fee and subject to the following:
 - Owners or operators of aircraft may utilize transient tie-down space on a first come first serve basis.
 - Transient tie-down parking is provided for the parking of aircraft for a period of time not to exceed seven (7) days and only in areas designated for transient aircraft. These areas are clearly marked with a blue cross. They are also identified on the City website.
 - Aircraft parked in transient tie-down areas shall always remain airworthy and operational. Should an aircraft become inoperable or deemed unairworthy at any point, said aircraft shall be relocated to a city licensed repair facility or to a designated aircraft storage area or private hangar.
 - The City may grant an extension to the length of stay for transient aircraft when good cause is provided. Granting of extensions for transient aircraft are provided on a case-by-case basis and at the sole discretion of the City.

- **Long Term Tie-Down:** The City provides tie-down space at the Airport for a fee on a month-to-month basis and subject to the following:

- Owners and operators of aircraft may utilize long term tie-down spaces as designated by the City and subject to this Policy.
- Tie-down spaces may not be assigned or transferred to any other party. Within 10 days of the sale or transfer of aircraft ownership to another party, the new owner must contact the City and submit a new tie-down agreement. Purchasing an aircraft in an existing tie-down space does not guarantee that space to future owners and may require that the aircraft be removed from airfield depending on the space availability. If all tie-down spaces are full, the new owner may be added to the Tie-Down List and will have 30 days in which to relocate the aircraft.
- Storage of materials, equipment or parts shall be limited to one lockable outdoor weatherproof storage/toolbox, not larger than 18x18x36 inches, to be secured to the tiedown cleat.
- Tie-down Tenants may park one vehicle on the Tenant's city tie-down space when the aircraft has been removed. Vehicles that are parked more than 30 consecutive days must be moved to long-term parking located behind the terminal building or Tenants will forfeit their leasehold interest and the vehicles will be towed.
- Derelict or damaged aircraft, vehicles, and other property in obvious need of repairs with no visible effort to repair, or prior agreement with the City, shall not be permitted within the tie-down or ramp areas and may be removed immediately (e.g., towed) by the City and without liability to the City, the Airport, or any of its officers or employees. Indications of derelict or damaged aircraft include flat tires, cracked windshields/windows, missing engine(s), propeller(s), or airframe parts which would make the aircraft unairworthy, for more than 30 calendar days. The expenses of such removal, such as towing charges and any storage fees, shall become a lien chargeable to the owner of said motor vehicle, aircraft, or other property.
- The City recognizes that aircrafts operated on a regular basis require preventative maintenance, and occasional repairs. In cases where repairs are necessary, the Tenant makes obvious efforts to repair the aircraft or to arrange for its repair, and the Tenant does not have access to a hangar, the Tenant may conduct repairs on the tie-down spot. The Tenant shall notify the City that repairs are in progress, and that the

aircraft is not derelict, damaged, or abandoned. Repairs shall be concluded within 30 calendar days. In the case that engine(s), propeller(s), and significant airframe parts must be removed for repair or overhaul, or the repairs cannot be concluded within 30 calendar days, the Tenant shall discuss and agree with the City where the aircraft shall be stored during the repair/overhaul period. The City recognizes that the Tenant intends to bring the aircraft back to airworthy status and wishes to keep their tie-down spot. The Tenant recognizes that the City intends to maintain order and appearances on the airfield, and will remove derelict, damaged, or abandoned aircraft to a long-term storage area, unless prior agreement is reached with the Tenant. The Tenant shall make every effort to "close up" the aircraft during extended down times, including covers, tarps, wraps, etc., and remove loose parts, tools, pieces, etc., from the tie-down area. The Tenant shall continue to pay rent in accordance with the Lease. Both the City and the Tenant shall work in good faith to maintain the order and appearances on the airport, and to maintain the Tenant's Lease.

- The City shall have the right to relocate the aircraft to another tie-down spot, or long-term storage area, for good reason, in accordance with the Section 3 of the TIE-DOWN LEASE AGREEMENT, in accordance with this policy, and without liability to the City, the Airport, or any of its officers or employees.

Abandoning aircraft anywhere on the airport is prohibited. An aircraft shall be considered abandoned after 60-days of non-payment of rent, fees, or other charges. The City may take whatever action is deemed appropriate to remove and/or dispose of any abandoned aircraft. Said owner (if known by the City) shall be notified of the removal and/or disposal of any abandoned aircraft by certified or registered mail, return receipt requested, sent to the owner's address (if known) by the airport manager. Such action shall be at the risk and expense of the owner of the aircraft, and without any liability to the City, the Airport, or any of its officers or employees.

Cleaning of aircraft through the process of using water together with biodegradable detergent shall be performed only at Airport wash rack and in the manner prescribed by the City.

SECTION 6 - AGREEMENT PROCESS

- **Tie-Down Agreements:** Tie-Down spaces are issued on a first come first serve basis. The process for securing a Tie-Down Agreement is as follows:

- **Tie-down Application:** The Tie-Down Application shall be submitted to the City via the City's online portal found on the City website <https://www.auburn.ca.gov/508/Tie-Downs> or mailed to the following:

Auburn Airport
1225 Lincoln Way
Auburn CA, 95603
- **Application Review and Processing:** The City will review the application and, if accepted, the applicant will furnish the following additional information and payment prior to the occupation of the tie-down location:
 - Contact information for all individual owners of the aircraft or in the case of partnership, company, or club, one designated party;
 - Certificate of Insurance;
 - The applicant shall submit the first month's rent (See Airport Master Fee Schedule).
 - Aircraft owner and registration information.

If the application is not accepted, the applicant will be notified of the reason for denial.

- **Agreement Execution and Assigning of Spot:** Upon receipt of these documents and the execution of the agreement the Tenant shall be assigned an available space on the ramp.

SECTION 7 - ESTABLISHMENT OF LEASE RATES, RENT AND OTHER FEES

Lease and rental rates for the rental of tie-down spaces will be established by the City Council and included in the Airport Master Fee Schedule. In general, the City will establish market-rate lease and rental rates based on comparable leases of comparable spaces within the region.

The City reserves the right to evaluate rent increases on a case-by-case basis if required as a part of lease negotiations. Tenants will be notified and rent changes will be reflected at the maturity of existing agreements or as specified for longer-term leases.

The intent of establishing fees for use of the Airport is to recover costs associated with the maintenance and operation of the airport. As such, the City has also established fees for use of the Airport and its facilities. The City reserves the right to consider new fees or modify existing fees.

SECTION 8 - PAYMENT OF RENT, FEES AND OTHER CHARGES

All payments are to be made to the City's Administrative Services Department located at 1225 Lincoln Way, Auburn, California 95603. Statements will be sent on the 15th of each month and payment will be due on the 1st of the month, unless specific terms of the agreement allow for other payment options. Tenants must pay rent in advance; however, they may elect to pay on a monthly, annual, or semiannual basis.

Payments are due on the 1st of the month and if not received by the 5th will be considered late and subject to a late fee as identified in the terms of the lease agreement or the Airport Master Fee Schedule. Non-payment will be considered default of the lease agreement and all defaults will be remedied as provided for in the lease agreement.

SECTION 9 - INSURANCE REQUIREMENTS

All Lessees or Tenants are required to have and maintain aircraft insurance as provided by the Tie-Down Lease Agreement, Section 8, at all times while on Airport property. Lessees or Tenants shall provide the City with a copy of the required Certificate of Insurance annually or as necessary to enable the City to verify that insurance coverage is being continuously maintained.

SECTION 10 - WAITING LIST

The City maintains a Waiting List for individuals who desire space at the Airport when there are no tie-down spaces available. Any individual or entity found in default of any agreement with the City, or in violation of any Airport rule, regulation, or requirement will not be eligible to be placed on the Waiting List.

To be placed on the Waiting List, the party shall notify the City of the desire to be placed on the Waiting List. Those individuals or entities placed on the Waiting List are responsible for providing a current mailing address, email address, and telephone number to the City. When a space comes available, the person at the top of the waiting list will be contacted first. Once contacted, the party will have 48 hours to claim the space and thereafter 72 hours to provide all required paperwork to the Airport to formally apply for the available space. If the party contacted fails to respond or fails to provide the required paperwork and/or application, the next individual on the Waiting List will be contacted.

When a party is notified that a space is available, they will be required to follow the application process designated for the particular use. If a party declines, they will be

placed at the end of the Waiting List or removed from it. There may be a fee charged to be placed on the Waiting List, as identified on the Master Fee Schedule.