

## City of Tehachapi Hangar Use and Inspection Policy

### **FEDERAL AVIATION AIRPORT COMPLIANCE POLICY**

The FAA Airport Compliance Policy requires that the FAA discharge its responsibility for ensuring that airport sponsors comply with their federal obligations through the FAA's Airport Compliance Program. The City of Tehachapi (City), as the airport sponsor, accepts these obligations when receiving federal grant funds or when accepting the transfer of federal property for airport purposes. The FAA incorporates these obligations in grant agreements and instruments of conveyance to protect the public's interest in civil aviation and to ensure compliance with federal laws.

Federal obligations apply to the entire City airport property, including areas leased by private citizens (LESSEE). The fact that a LESSEE uses the land through a ground lease with the City and constructs a hangar using LESSEE funds does not affect or negate the City's agreement with the FAA. This agreement requires the airport land and facilities, including aircraft hangars, be used for aeronautical purposes in accordance with FAA regulations.

### **POLICY**

**General:** The following provisions are adopted to implement the FAA's "Policy on the Non-Aeronautical Use of Airport Hangars" published in the Federal Register/ Vol. 81, No. 115/ Wednesday, June 15, 2016/ Pages 38906-38911 (Exhibit A), which took effect July 1, 2017 and any subsequent amendments, along with all laws, ordinances, rules, regulations, requirements and orders of national, state, county, or city government:

1. Aircraft storage hangars at the Tehachapi Municipal Airport are to be used and occupied for an aeronautical use.
2. As provided for in the FAA Policy, non-aeronautical items are also permitted in a hangar so long as they do not interfere with the aeronautical use of the hangar.

**Aeronautical Use:** The leased premises shall only be used by the LESSEE for aeronautical purposes permitted by the Federal Aviation Administration's (FAA) Hangar Use Policy, which may be updated from time to time. These uses include:

- Storing active aircraft;
- Maintenance, repair, or refurbishment of aircraft, but not indefinite storing of non-operational aircraft;
- Constructing amateur-built or kit-built aircraft provided that activities are conducted safely;
- Storing aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft; items related to ancillary or incidental uses that do not affect the hangars primary use;
- Storing materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, and materials related to, ancillary, or incidental uses that do not affect the hangars' primary use;

- Storing non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar, e.g., televisions and furniture; or
- Parking a vehicle at the hangar while the aircraft usually stored in that hangar is flying, subject to local airport rules and regulations.

Overnight parking is only permitted when in compliance with the permitted uses. Storing of vehicles on airport grounds is NOT permitted.

Aircraft housed in hangar shall be listed as personal property with the Kern County Assessor's office, or, if domiciled at another location, documentation provided to support such classification. Each hangar owner shall notify the Airport Manager and provide pertinent information regarding the aircraft stored in such hangar(s) including FAA N-number, Manufacturer, year and model.

The hangar must be properly insured as outlined in the LESSEE'S agreement.

If the hanger or any part thereof is subleased, proper documentation and approval, including insurance documentation, of such sublease must be on file with the City as outlined in the LESSEE'S agreement.

LESSEE shall comply with all applicable Kern County Fire and Safety Codes as well as City of Tehachapi Building Codes. Unpermitted alterations subject to the Building Codes are prohibited and must be removed or, inspected by a City of Tehachapi Building Inspector, and a permit issued, stipulating that all building alterations meet the current standard.

LESSEE shall not construct any improvements or make alterations of any kind (whether permanent or otherwise) on the leased premises without prior written consent of the Airport Manager or designated representative. Additionally, all federal, state, and local building regulations must be complied with for any improvement or alteration to buildings or structures on the premises.

LESSEE shall provide maintenance, repair and upkeep on any structures situated on the leased premises and maintain grounds around the structures in a good, clean, sanitary and safe condition. More specifically, the lessee shall not store items outside of the hangar.

The leased premises shall not be used for residential purposes. LESSEE shall not reside on the leased premises or any structure or hangar thereon, nor shall the LESSEE allow the leased premises or any structure or hangar thereon to be used for living or residential purposes. The determination of whether someone is living or residing on the leased premises or structure shall be made by the City at its sole and absolute discretion.

### **Consent to Entry**

LESSEES of hangars and other facilities at the Tehachapi Municipal Airport have consented to inspections in writing, under the following language (or similar) in their lease agreements:

“LESSOR (City) shall have the right to enter upon the leased premises at all reasonable times to inspect the premises and LESSEE's operations thereon.”

## **Compliance with Law**

LESSEES of hangars and other facilities at the Tehachapi Municipal Airport have agreed to comply with all rules and regulations in writing, under the following language (or similar) in their lease agreements:

“LESSEE shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatsoever, present or future, of the national, state, county, or city governments which may in any way apply to the use, maintenance, or occupation of, or operations on the leased property.”

## **Inspections**

Hangar inspections will begin approximately 60 days from the date of approval of the Hangar Use and Inspection Policy and occur annually thereafter, unless there is evidence of suspected misuse, in which case an additional inspection may be required. Inspections will also be required within 30 days of any newly assigned lease or sublease.

Notification of the inspection will be mailed to the Lessee at least thirty (30) days prior to the inspection to allow for any arrangements to be made for entry. A representative of the Lessee may be present in the event the Lessee is unavailable.

Inspectors may consist of the Airport Manager, Code Enforcement Officer, Building Inspector and Fire Department Inspector or their designated representatives.

Compliance letters will be mailed to the LESSEE within fourteen (14) days of the hangar inspection. Any areas of non-compliance shall be corrected within thirty (30) days of the date of the letter.

After two successful inspections tenants shall be moved to inspections every third year. A successful inspection is any inspection which was found to have only minor violations which were rectified in the time allotted by staff. Extensions may be requested and provided to those showing active work towards compliance.

In the event the LESSEE shall fail, neglect, or refuse to complete the repair or maintenance work required to correct any violations of this policy within thirty (30) days after receipt of a written notice service by the City, or in the event that the LESSEE fails, neglects or refuses to pursue said repair or maintenance work with reasonable diligence to completion, the City shall charge the LESSEE the fair market value (FMV) rate for non-aeronautical use of the hangar until such repair or maintenance work is completed. The City may, at its sole discretion, perform or cause to be performed such repair or maintenance work and add the cost thereof to the installments of rent due for the Lease as a charge to the LESSEE. If such repair is determined by the LESSEE to be economically unfeasible, either party shall have the option of terminating the agreement, and at LESSEE'S cost, return the leased property to its original condition. Payment for the non-aeronautical rate for the hanger shall in no way reduce, restrict, or otherwise eliminate any federal, state, county, or city recourse to address any violation discovered.

## **Appeal Process**

Any hangar owner or tenant may appeal a notice of violation or notice of cost recovery, subject to filing an appeal within ten days of issuance, in writing to the City Manager, which shall be heard before a hearing officer in the same manner set forth in section 8.28.060 and 8.28.070 of the Tehachapi Municipal Code.

### **Aeronautical Businesses Not Referenced**

Although certain existing aeronautical businesses are not considered aeronautical uses under the current FAA Hangar Use Policy, the City of Tehachapi believes some existing businesses to be a valuable asset to both the City and the Tehachapi Municipal Airport that should be allowed to continue under this Policy. Upon inspection and determination by the Airport Manager that a business provides aeronautical benefit, but is not identified as an aeronautical business under the current FAA policy, the Airport Manager may allow for a waiver of use. In order to qualify for this waiver the business must have had a business license issued by the City of Tehachapi on or before March 15, 2018.

All other aeronautical businesses that are not considered an aeronautical use under the current FAA Hangar Use policy, must receive advance written approval prior to the signing of a lease with the City.

Approved aeronautical businesses must adhere to all other applicable provisions of this policy and will be charged at the same rate as all other aeronautical use leases.