

# Exhibit A

## LEGAL DESCRIPTION

As shown on the map marked "Exhibit A" and further described as follows:

THAT PORTION OF THE EAST HALF OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VIC HIGGINS DRIVE AND AVENUE 56(AIRPORT BOULEVARD), SAID POINT BEING THE NORTHEAST CORNER OF SAID SECTION 20;

THENCE SOUTH  $00^{\circ} 00' 12''$  EAST, A DISTANCE OF 1,967.78 FEET TO THE CENTERLINE INTERSECTION OF VIC HIGGINS DRIVE AND AVENGER BOULEVARD;

THENCE NORTH  $89^{\circ} 59' 40''$  WEST ALONG THE CENTERLINE OF AVENGER BOULEVARD, A DISTANCE OF 462.70 FEET TO THE CENTERLINE INTERSECTION OF AVENGER BOULEVARD AND WARHAWK WAY, THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING NORTH  $89^{\circ} 59' 40''$  WEST ALONG THE CENTERLINE OF AVENGER BOULEVARD, A DISTANCE OF 668.58 FEET TO THE CENTERLINE INTERSECTION OF AVENGER BOULEVARD AND LIBERATOR LANE;

THENCE SOUTH ALONG THE CENTERLINE OF LIBERATOR LANE, A DISTANCE OF 658.00 FEET;

THENCE EAST, A DISTANCE OF 178.00 FEET;

THENCE SOUTH, A DISTANCE OF 85.00 FEET;

THENCE EAST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH, A DISTANCE OF 185.00 FEET;

THENCE EAST, A DISTANCE OF 150.00 FEET;

THENCE NORTH, A DISTANCE OF 285.00 FEET;

THENCE EAST, A DISTANCE OF 260.58 FEET TO THE CENTERLINE  
OF WARHAWK WAY;

THENCE NORTH 00° 00' 20" WEST, A DISTANCE OF 643.00 FEET TO  
THE CENTERLINE INTERSECTION OF AVENGER BOULEVARD  
AND WARHAWK WAY, THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHERLY 30.00 FEET.

ALSO EXCEPTING THEREFROM THE WESTERLY 30.00 FEET.

ALSO EXCEPTING THEREFROM THE EXISTING COUNTY  
MAINTENANCE AREA LOCATED AT THE NORTHEASTERLY  
CORNER OF THE SUBJECT PROPERTY.





## FEDERALLY REQUIRED LEASE PROVISIONS

1. The Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease agreement for a purpose for which a U.S. Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, and (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, the County of Riverside, herein called the County, shall have the right to terminate the lease agreement and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
4. The Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, however, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof, and in the event of such noncompliance, the County shall have the right to terminate this lease agreement and the estate thereby created without liability therefore or, at the election of the County or the United States, either or both said Governments shall have the right to judicially enforce these Provisions.
6. The Lessee agrees that it shall insert the above five provisions in any sublease agreement by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.
7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.
8. The County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.
9. The County reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
10. This lease agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the County and the United States relative to the development, operation, or maintenance of the airport.
11. There is hereby reserved to the County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operating on the Desert Resorts Regional Airport.

12. The Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.
13. The Lessee, by accepting this lease agreement, expressly agrees for itself, its successors and assigns that it will neither erect nor permit the erection of any structure or object, nor permit the growth of any tree, on land leased hereunder with a height that exceeds the height limitation formula specified in Part 77 of the Federal Aviation Regulations without first obtaining the approval of the DOT and the County, which approval can be sought by submitting FAA Form 7460-1 (copy attached). In the event that the aforesaid covenants are breached, the County reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.
14. The Lessee, by accepting this lease agreement, 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 Desert Resorts Regional Airport or otherwise constitute a hazard. In the event that the aforesaid covenant is breached, the County reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.
15. It is understood and agreed that nothing herein contained 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 USC 1349a)
16. This lease 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 time of war or national emergency.

# **Minimum Standards for Fixed Base Operators**

Riverside County Airports

RIVERSIDE  
C O U N T Y



**County of Riverside  
Economic Development Agency**  
5555 Arlington Avenue  
Riverside CA 92504  
Phone: (909) 351-0700  
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Adopted January 30, 2001

**EXHIBIT C**

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## I. INTRODUCTION

Riverside County is the owner (sponsor) of the following six airports in Riverside County: Blythe, Chiriaco Summit, Desert Center, Desert Resorts Regional, French Valley, and Hemet Ryan. The Riverside County Economic Development Agency (EDA) is the county agency responsible for operation of the County's airports.

Minimum standards are established to promote and attract a professional level of aviation services to the County's airports while safeguarding the public's interest. The Minimum Standards provide a framework that strengthens the relationship between the Sponsor and the Fixed Base Operator (FBO). They offer information, advice and, where necessary, they provide strict regulation so that both the prospective and experienced FBO may have a firmer understanding of the many considerations which contribute to a safe, successful, and useful operation. The standards are intended to be the minimum requirements for those wanting to provide aeronautical services to the public at Riverside County airports. Operators are encouraged to exceed the minimum requirements.

FBOs are responsible for complying with the Minimum Standards and shall be familiar with revisions made to the Standards. All FBOs on the airports must comply with the standards herein as well as all applicable government regulations; however, leases executed prior to August 16, 1988, are exempt until lease renegotiations. The County's airports are subject to federal, state, and local rules and regulations. The County has adopted local rules and regulations to implement Federal Aviation Administration (FAA) requirements and to provide for safe and orderly operation on the airports. Local rules and regulations governing airport activities include, but are not limited to, applicable portions of the following:

1. Ordinance No. 576 - Rules and Regulations for Operation of County Airports
2. Fixed Base Operator Minimum Standards
3. County Airport Fueling Standards
4. Special Event Permit Policy
5. Airport Design Standards

Federal and state rules and regulations include, but are not limited to: FAA Grant Assurances; FAA Order 5190.6A - Airport Compliance Requirements; Federal Airport Regulations (FAR's); State Aeronautics Act ( PUC § 21000); Government Code § 50470 - 50478; ADA Regulations; the California Environmental Quality Act (CEQA); and the National Environmental Policy Act (NEPA).

## II. DEFINITIONS

AERONAUTICAL ACTIVITY - Any activity or service that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

AGREEMENT, LEASE, OR PERMIT - A contractual agreement between the EDA and an entity granting a concession or otherwise authorizing the conduct of certain activities which is in writing, executed by both parties, and enforceable by law.

AIRPORT - Includes the following six (6) airports owned by Riverside County: Blythe, Chiriaco Summit, Desert Center, Desert Resorts Regional, French Valley, and Hemet Ryan, and its environs, such as, the property, buildings, facilities, and improvements within the exterior

boundaries of each airport as it now exists or as it may hereafter be extended, enlarged, or modified.

AIRPORT SPONSOR - The designated entity or duly authorized representative, appointed by the Board of Supervisors, to manage the operation and development of Blythe, Chiriaco Summit, Desert Center, Desert Resorts Regional, French Valley, and Hemet Ryan airports.

ALP - Airport Layout Plan

APPLICANT - A person, persons, firm, partnership, or corporation desiring to acquire the use of a portion of an airport, or to establish or use any facility on an airport for an aeronautical activity or special event and who shall apply in writing and in the manner or form prescribed for authorization to establish such activities.

CEQA - California Environment Quality Act

COUNTY - County of Riverside, the FAA authorized airport sponsor.

EDA - Riverside County Economic Development Agency, the County agency designated to oversee and manage the County airports.

EQUIPMENT - All machinery, together with the supplies, tools, and apparatus necessary for the safe and proper procedure of the activity being performed.

FAA - Federal Aviation Administration

FAR - Federal Aviation Regulation

FIXED BASE OPERATOR (FBO) - Any person, firm, partnership, corporation, association, limited partnership, or any other legal entity duly licensed and authorized by written agreement with the Airport Sponsor (the County) to provide specific aeronautical services at an Airport, under strict compliance with such agreement and pursuant to these and all applicable regulations and standards.

FUEL - FAA authorized aviation fuel, including jet fuel

FUEL FARM - Any portion of an Airport, authorized by the Airport Sponsor, as an area in which gasoline or any other type of fuel may be stored.

FULL SERVICE FBO - An FBO which provides certain essential aeronautical services (e.g. aircraft maintenance and repair, flight instruction, fueling of aircraft, transient aircraft parking guidance, positioning of wheel chocks and tie-downs, fireguard for engine starts, baggage handling, standardized ground service and recovery equipment, pilots' lounge, and restrooms), subject to restrictions agreed to during lease negotiations (see Table A below for complete guidelines).

LIMITED SERVICE FBO - An FBO which provides certain of the aeronautical services provided by a Full Service FBO, subject to restrictions imposed by leasehold size requirements and to restrictions agreed to during lease negotiations (see Tables B through H below for complete guidelines).

MINIMUM STANDARDS - The qualifications and criteria set forth herein as the minimum requirements to be met as a condition for an FBO to conduct an aeronautical activity on an EDA sponsored airport.

NEPA - National Environmental Policy Act

THE BOARD - The Riverside County Board of Supervisors

TLMA - Transportation and Land Management Agency

### III. AIRPORT RULES AND REGULATIONS

#### A. Lease

All revenue generating, commercial and/or business activities, at County operated airports are required to secure a lease approved by the County Board of Supervisors (the "Board") prior to commencement of any commercial activity.

Prospective lessees should begin the process by requesting a meeting with County staff. The purpose of the initial meeting is to introduce staff, show the available sites, and answer any questions. At the conclusion of this meeting the prospective lessee will be asked to submit a Lease Application and proposal.

Upon receipt of a lease application and proposal, County staff will review the proposal and will provide a written response. Once an agreement has been reached on the deal points and development proposal, a lease will be developed for execution by the lessee. The lease shall be executed in three counterparts and all three copies shall be returned to the County. The County will then schedule the lease for consideration at the next available Board of Supervisors' meeting. ***Please be advised that the County Board of Supervisors is the only entity that can provide a binding lease commitment and development may not proceed until the Board has approved the lease.***

Exclusive rights for any aeronautical activity will not be issued at any County airport. This is to ensure that airport patrons are offered competitive market prices for services.

#### B. Airport Layout

All new leases and new airport development shall comply with the current FAA approved Airport Layout Plan (ALP) for each airport. In addition, Desert Resorts Regional, French Valley, and Hemet Ryan airports have adopted Airport Master Plans and all new development shall comply with those master plans. Lessee proposals that conflict with ALPs and Master Plans will not be approved.

#### C. Signs

All signs (commercial, traffic, services, advertising, etc.) must receive written approval from the EDA Executive Director or Designee prior to their placement. The request for approval should include the size, location, and design of sign. All outdoor advertising shall comply with County Ordinance No. 348 and applicable federal and state laws. FAA Form 7460-1, *Building Design*,

*Construction, and/or Alteration*, must be submitted to the FAA Western Pacific Region for review and determination, with a copy of the form sent to the EDA Executive Director.

**D. Building Design, Construction, and/or Alterations**

All design, construction, and/or alterations shall be in compliance with Airport Design Guidelines. The County reserves the right to review and approve all architectural design of all construction or alterations to be performed on County operated airports.

The County reserves the right to review and approve the construction methods of all development at the County operated airports. All buildings shall comply with local codes and regulations as to their construction. FAA Form 7460-1, *Building Design, Construction, and/or Alteration*, must be submitted to the FAA for their review and assessment with a copy of the form submitted to the EDA Executive Director.

The County reserves the right to require a Performance Bond or Letter of Credit prior to the construction of any facility for the return of funds expended by the County in the event that the applicant defaults on any obligations.

**E. Inspections**

The County reserves the right to make periodic inspections of the leased premises during reasonable hours to ensure lease compliance and Lessee's adherence with all applicable regulations. Inspections, under this provision, may be conducted by County staff, County contractors, the FAA, and/or the State of California.

**F. Flying Clubs**

All flying clubs located at Riverside County operated airports shall be nonprofit organizations. All rights shall be equally shared between members. No member shall share in profits, earnings, salaries, or other forms of compensation. The Flying Club shall not be engaged in any type of commercial operation. A copy of the Flying Club's Charter and By-laws, or other comparable documents, must be filed with the Aviation Division. Flying clubs must submit annual financial reports and furnish the County with proof of insurance of the types listed on Appendix A.

A minimum of one (1) aircraft, properly certified, is required for a flying club. Flight instruction shall only be offered to club members. The instructor must be a club member or an instructor who is a lessee on the airport for the purpose of flight instruction.

**G. Waiver from Minimum Standards**

Any tenant or prospective tenant wishing to waive any minimum standard set forth in the approved Minimum Standards must submit a letter to the EDA Executive Director expressing their hardship to conform with the Minimum Standards. The EDA Executive Director has the discretion of approving or disapproving the waiver as it would apply to the future viability of the airport, subject to applicable provisions which may be contained in the tenant's lease approved by the Board. Waivers may be granted on a temporary basis, and may be withdrawn or terminated at the Director's discretion.

## **H. Civil Rights**

All individuals using the County operated airports must comply with all the provisions of the Federal Civil Rights Act of 1964. The tenant or prospective tenant shall ensure there shall be no discrimination in the availability of any services or commodities based on race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition, or marital status.

## **I. Insurance**

The FBO shall procure, maintain, and pay premiums during the term of the agreement for insurance of the types and the minimum limits set forth by the County for each aeronautical activity. The FBO shall obtain and maintain insurance (See Appendix A), which contains an endorsement that the "County of Riverside, including its elected officials, officers, employees, and agents" are named as additional insured. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless such requirement is waived, in writing, by the EDA Executive Director and/or the County Risk Manager. Each insurance company shall have an A.M. BEST rating of not less than A:VIII (A:8).

Proof of insurance must be submitted to the EDA Executive Director prior to commencement of operations and upon each insurance renewal. The FBO shall provide either 1) a properly executed original Certificate(s) of Insurance and 'certified original' copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the EDA Executive Director and/or County Risk Manager, provide original Certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Certificate(s) shall contain the covenant that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. Certificates of Insurance and the policies shall covenant that their coverage is primary and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as primary.

If any policy contains a general aggregate limit, it shall apply separately to the Agreement with the County or be less than two (2) times the occurrence limit. All insurance policies are subject to review by the County's Department of Risk Management. The EDA Executive Director, upon the advice of the County Risk Manager, reserves the right to increase the limits, or require additional insurance coverage, beyond those set forth in these Minimum Standards, subject to applicable provisions of the tenant's lease.

## **J. Lot Size**

Lot sizes may vary according to the type of operation. If available, aircraft tie-downs and hangar space, as well as automobile parking spaces, may be leased from the County to meet these minimum standards. The number of aircraft, hangar, or automobile parking spaces shall be determined during lease negotiations.

## **K. Outdoor Storage**

No outside storage will be permitted except behind enclosed block walls, screened from public view, or as approved by the EDA Executive Director.

#### **L. Maintenance**

Lessee shall be responsible for the adequate maintenance of leased property and in compliance with all applicable Federal, State, and Local health and safety regulations.

#### **IV. SCOPE OF SERVICES**

Each aeronautical activity has a separate scope of services. The services required of a Full-Service FBO include the Minimum Standards for all combinations of aeronautical activities. The cumulative effect of the Minimum Standards will not equate to any minimum standard greater than that applicable to the Full-Service FBO.

## Table A - FULL SERVICE FBO

Each airport shall have a minimum of one (1) Full Service FBO. **Mandatory Requirements:** Full Service FBOs shall provide: aircraft maintenance & repair; flight instruction; fueling of aircraft; transient aircraft parking guidance; positioning of wheel chocks and tie-downs; fireguard for engine starts; baggage handling upon request; have available and provide standardized ground service equipment and recovery equipment for aircraft weighing up to 30,000 lbs at FVA, 40,000 lbs at HRA, and 80,000 lbs at DRRA (service and recovery equipment shall include, but not be limited to, wheel chocks, tie-down ropes or chains, aircraft jacks, tow bars, auxiliary power units, and aircraft tugs); pilots' lounge; and restrooms. **Optional Requirements:** In addition to the required services listed in the preceding sentence, Full Service FBOs may provide: aircraft sales or leasing (including financing), sales of aircraft parts and supplies, radio and avionics sales and repair, aircraft storage hangars and tie-downs, painting and upholstering of aircraft, leasing or renting of automobiles, and operating a restaurant or café.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<b>LOT SIZE:</b> 3 acres or 130,680 SF		
Hangar area	14,000 SF	For aircraft storage
Outside storage area	30,000 SF	For tie-down or apron parking
Building space	2,000 SF	For offices, pilots' lounge and briefing area, conference rooms, classrooms, and restrooms
Automobile parking	20 spaces, with landscaping as required by Ord. 348	For employees per shift and customer parking
Fuel farm	Refer to Fueling Standards	
Landscaping	To be determined during lease negotiations	Landscaping required around vehicle parking, sidewalks, and building
<b><u>CERTIFICATION:</u></b>		
As applicable for each activity	FAA, State, and/or other responsible agency as applicable	For safe and efficient operation of airport and aeronautical activities
<b><u>PERSONNEL:</u></b>		
Staff	Adequate number	For safe and efficient operation of airport and aeronautical activities
Certification & training	Proper certification and training	To comply with all applicable regulations
<b><u>HOURS OF OPERATION:</u></b>		
Business Hours	7 days/week, 10 hrs/day	Or as demand may require
Fueling services	During business hours and emergency situations	One (1) hr response time during non-business hours
<b><u>EQUIPMENT:</u></b>		
Aeronautical operations	Refer to tables for equipment required for each activity	
FBOs providing aircraft fueling and servicing	Refer to Airport Fueling Standards	
<b><u>INSURANCE:</u></b>		
Refer to Appendix A		

## Table B - AIRCRAFT MAINTENANCE

An aircraft airframe, engine, and accessory maintenance and repair FBO shall provide one or a combination of airframe, engine, and accessory overhauls and repair services on aircraft up to and may include business jet aircraft and helicopters. This category shall include the sale of aircraft parts and accessories.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<b><u>LOT SIZE:</u></b> ½ acre or 21,780 SF		
Hangar area	6,000 SF	For aircraft storage
Tie-down or apron parking	One (1) per 1,000 SF of hangar space	Outside storage
Building space	400 SF	For offices, public phone, and restrooms
	200 SF	Office storage room
Automobile parking	One (1) per 1,000 SF of hangar area, with landscaping as required by Ord. 348	For employees per shift and customer parking
Landscaping	Specific plans to be determined during lease negotiations	Landscaping required around vehicle parking, sidewalks, and building
<b><u>CERTIFICATION:</u></b>		
Station	Authorized repair station and certified under FAR Part 145 or Holder of an FAA inspection authorization under FAR Part 43	
<b><u>PERSONNEL:</u></b>		
Staff	Sufficient qualified technicians to meet proposal.	
Certification & training	Proper certification and training	To comply with all applicable regulations
<b><u>HOURS OF OPERATION:</u></b>		
Services	5 days/week, 8 hrs/day	
	Services offered for emergency situations	One (1) hr response time during non-business hours
<b><u>EQUIPMENT:</u></b>		
Sufficient inventory and equipment available to perform maintenance and repairs to manufacturers' specifications.	Should include but is not limited to tug, tow bar, jacks, and dollies	Operator is encouraged to have the capability of aircraft removal from the airport's operational areas
<b><u>INSURANCE:</u></b>		
Refer to Appendix A		



**Table C - RADIO AND AVIONICS REPAIR STATION & SALES**

A radio and avionics repair station FBO engages in the business of and provides a shop for the repair of aircraft avionics, instruments, and accessories for general aviation aircraft. This category also includes the sale of new or used aircraft avionics, instruments, and accessories.

**REQUIREMENT**

**MINIMUM STANDARD**

**PURPOSE / OTHER**

**LOT SIZE:** 150 SF

Repair station

150 SF

Automobile parking

One (1) space per 150 SF, with landscaping as required by Ord. 348

**CERTIFICATION:**

Station

Authorized repair station and certified under FAR Part 145

**PERSONNEL:**

Staff

One (1) FAA certified repairman

Certification & training

Proper certification and training

To comply with all applicable regulations

**HOURS OF OPERATION:**

Business Hours

Available for appointment for at least 40 hrs/week

**EQUIPMENT:**

Sufficient inventory and equipment available to perform maintenance and repairs to manufacturers' specifications.

**INSURANCE:**

Refer to Appendix A

### Table D - FLIGHT INSTRUCTION

A flight instruction FBO engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<u>LOT SIZE:</u> 500 SF (not necessarily contiguous)		
Classroom space	200 SF or as appropriate to the size of student population	For classroom instruction
Office and lobby areas	300 SF	For phones, restrooms, and space for adequate customer service
Automobile parking	3 spaces per aircraft, 2 for each additional for a maximum of 10 spaces, with landscaping as required by Ord. 348	For students and employees
Other	Any additional space necessary to house all owned or leased aircraft	
<u>PERSONNEL:</u>		
Staff	One (1) certified flight instructor	To be available during normal hours of operation
	One (1) qualified ground school instructor	For classroom instruction
<u>HOURS OF OPERATION:</u>		
Business Hours	Available for appointment for at least 40 hrs/week	
<u>EQUIPMENT:</u>		
Aircraft	One (1) single-engine aircraft	Available for flight training
<u>INSURANCE:</u>		
Refer to Appendix A		

## Table E - AIRCRAFT SALES AND LEASING

An aircraft sales and/or lease FBO engages in the sale and/or lease of aircraft to the public. New aircraft sales involves the sale of new aircraft through franchises or licensed dealerships (if required by local, county, or state authority) or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer. Aircraft sales FBOs may also engage in the sale of used aircraft. This can be accomplished through various methods, including matching potential purchasers with an aircraft (brokering), assisting a customer in the purchase or sale of an aircraft, or purchasing used aircraft and marketing them to potential purchasers. An aircraft sales and/or leasing FBO must show capability to support maintenance agreements for aircraft sold or leased. A used aircraft sales FBO may also provide such repair, services, and parts as may be necessary to support the operation of aircraft sold. Some requirements may not be appropriate to the sale of used aircraft because of each aircraft's unique operational history. An aircraft sales FBO may also finance aircraft purchases, subject to the applicable licensing requirements.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<b><u>LOT SIZE:</u> 150 SF</b>		
Building space	150 SF	For offices, lobby area, public phone, and restrooms
Tie-down/Hangar space	Adequate number	Storage
Automobile parking	One (1) per employee One (1) per 50 SF of leased space With landscaping as required by Ord. 348	For employees per shift and customer parking
Landscaping	Specific plans to be determined during lease negotiations.	Landscaping required around vehicle parking, sidewalks, and buildings
<b><u>CERTIFICATION:</u></b>		
New aircraft	Dealers must possess sales and/or distribution franchise from a recognized aircraft manufacturer	
Aircraft available for sale and leasing	Aircraft must hold FAA registration and current airworthiness certificate	
<b><u>PERSONNEL:</u></b>		
Staff	One (1) commercial, qualified for aircraft type.	For demonstration of aircraft
<b><u>HOURS OF OPERATION:</u></b>		
Business Hours	Available for appointment at least 40 hrs/week	
<b><u>EQUIPMENT:</u></b>		
	Minimum equipment required shall be determined during lease negotiations.	
<b><u>INSURANCE:</u></b>		
Refer to Appendix A		

## Table F - AIRCRAFT STORAGE

An aircraft storage FBO engages in the construction, rental, and maintenance of conventional hangars or multiple T-hangars.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<b><u>LOT SIZE:</u></b> 1 acre or 43,560 SF		
Storage area of the following or proportionate combination of:	<ol style="list-style-type: none"> <li>1. Minimum of ten (10) T-Hangars to max of fourteen (14) per acre, or</li> <li>2. Apron tie-down space of a minimum of 15 aircraft per acre, or</li> <li>3. Conventional hangar of 10,000 SF.</li> <li>4. Box hangars - Plot Plan subject to EDA and BOS approval</li> </ol>	
Automobile parking	One (1) for every two (2) hangars, with landscaping as required by Ord. 348	Automobile parking separate from aircraft storage area
Landscaping	Specific plans to be determined during lease negotiations	Landscaping required around vehicle parking, sidewalks, and buildings
<b><u>PERSONNEL:</u></b>		
Staff	One (1) contact person	To be available during the normal work week (M-F, 8am-5pm)
<b><u>HOURS OF OPERATION:</u></b>		
Minimum via phone contact	5 days/week, 8 hrs/day	
<b><u>INSURANCE:</u></b>		
Refer to Appendix A		
<b><u>ADDITIONAL GUIDELINES:</u></b>		
The County and Full Service FBOs shall possess the right to provide and operate the public aircraft storage areas unless circumstances warrant otherwise. No business activities shall be operated from storage areas.		

**Table G - AGRICULTURAL APPLICATION**

An agricultural application FBO engages in air transportation for hire for the purpose of providing the use of aircraft for agricultural operations such as, but not limited to, crop dusting, seeding, spraying, and bird chasing.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<b><u>LOT SIZE:</u></b> ½ acre or 21,780 SF		
Apron, tie-down area	6,000 SF	Storage
Building space	400 SF	For offices, lobby, public phone, and restrooms
Chemical storage	400 SF	
Automobile parking	Minimum of five (5) parking spaces, with landscaping as required by Ord. 348	For number of employees per shift and average number customers
Landscaping	Specific plans to be determined during lease negotiations	Required around vehicle parking, sidewalks, and buildings
<b><u>CERTIFICATION:</u></b>		
Permits and certificates	Must be submitted to EDA Executive Director or Designee prior to operations.	
Renewals	Furnished to EDA Executive Director or Designee as received.	
Agricultural Application Operator	Procure and maintain FAR Part 137 Commercial Agricultural Operators Certificate.	
Hazardous Materials Management Permit	Possess Hazardous Materials Management Permit	County Ordinance No. 615
<b><u>PERSONNEL:</u></b>		
Staff	Minimum number to be determined during lease negotiations.	
Certification & training	Personnel must be knowledgeable about the safe handling of poisons and agricultural chemicals and the proper disposal of substances intended to be used in operations.	
<b><u>HOURS OF OPERATION:</u></b>		
Business Hours	Available for appointment for a minimum of 40 Hrs/week	Services offered 7 days/week
<b><u>EQUIPMENT:</u></b>		
To be determined during lease negotiations.		
<b><u>INSURANCE:</u></b>		
Refer to Appendix		

**Table G - AGRICULTURAL APPLICATION (continued)**

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<b>ADDITIONAL GUIDELINES:</b> Storage and containment of Hazardous Materials		
<p>a. Comply with California Regional Water Quality Control Board Resolution No. 79-38, dated March 14, 1979.</p> <p>b. Comply with County Ordinance No. 546, Division VIII-Fire Protection Requirement Buildings; and Division XIV-Fire Protection Requirements relating to storage of flammable or combustible liquids used as motor fuel.</p> <p>c. Comply with the 1982 Uniform Fire Code Article 80-Hazardous Materials (section 80.107, 80.108, 80.109, and 80.111); and Article 86-Pesticides storage (all sections).</p> <p>d. Comply with all hazardous waste regulations which can be found in Title 22 of the California Administrative Code and the California Health and Safety Code.</p> <p>e. Submit a waste management plan addressing the items mentioned below with an explicit clause stating that the applicant shall be held responsible for the safe and proper cleanup of any hazardous waste spills.</p> <p>f. Comply with Riverside County Ordinance No. 615 by completing the reporting form and obtaining a Hazardous Materials Management Permit.</p> <p>g. If hazardous wastes are treated and/or stored more than 90 days, or disposed or on-site, a hazardous waste facility must be obtained from the State Department of Health.</p> <p>h. If hazardous wastes are stored 90 days or less, storage area and containment shall meet the following:</p> <ol style="list-style-type: none"> <li>1. Tanks and/or containers shall be of sound construction and compatible with waste stored (Title 22, California Administrative Code, Sections 66508, 67242, and 67247).</li> <li>2. Tanks and/or containers shall be designed, constructed, maintained, and operated to minimize the possibility of fire, explosion, or any unplanned sudden, or non-sudden release of hazardous waste or any constituents to the soil, air, or surface waste which could threaten human health or the environment (Title 22, California Administrative Code, Sections 67241, 67243, 67244, 67257, and 67259).</li> <li>3. Storage of on-site hazardous waste containers shall be in a structure that will prevent the contamination of the environment with hazardous waste. Design of the structure shall be submitted to the EDA Executive Director or Designee and Hazardous Material Division prior to construction.</li> <li>4. If hazardous wastes or materials are to be stored underground, applicant must comply with County Ordinance No. 617 by completing the reporting form and obtaining the proper permits.</li> <li>5. Underground tanks shall be of proper design and construction with approved monitoring systems. Records shall be maintained concerning operations, inspections, and monitoring pursuant to County Ordinance No. 617.</li> <li>6. The applicant must take steps to minimize the quantity, toxicity, or other hazards of the waste generated. Such steps shall be submitted in writing to EDA Executive Director or Designee.</li> <li>7. The facility shall be in compliance with all statutes, regulations, and ordinances pertaining to the management of hazardous waste.</li> <li>8. Operator must submit a Letter of Credit or Performance Bond covering any clean-up or fines imposed caused by the actions or the operator.</li> </ol>		

### Table H - OTHER AERONAUTICAL ACTIVITIES

All aeronautical activities that were not included in previous sections are required to comply with these minimum standards. Activities include, but are not limited to, Air Tours, Air Charter, Banner Towing, Gliders, Ultra Lights, Parachuting, Airship Operations, and Ballooning.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<b>LOT SIZE:</b> ½ acre or 21,780 SF		
Building space	400 SF	For offices, lobby area, and restrooms. Additional space may be required depending on the operation
Aircraft storage	To be determined during lease negotiations	Hangar or outside storage to accommodate the operational activities desired.
Automobile parking	Minimum of five (5) parking spaces or 810 SF, with landscaping as required by Ord. 348	For number of employees per shift and average number customers.
Landscaping	Specific plans to be determined during lease negotiations.	Required around vehicle parking, sidewalks, and buildings.
<b><u>CERTIFICATION:</u></b>		
As applicable for each activity	FAA, State, and local certification and licensing as applicable	For safe and efficient operation of airport and aeronautical activities
<b><u>PERSONNEL:</u></b>		
Staff	Sufficient number during normal hours of operation	
Certification & training	Properly trained and, if applicable, certified or licensed to perform the activities or a normal course of operation.	To comply with all applicable regulations
<b><u>HOURS OF OPERATION:</u></b>		
Services	To be determined during lease negotiations.	Minimum requirements would be: normal telephone contact five (5) days a week (M-F) eight (8) hours a day.
<b><u>EQUIPMENT:</u></b>		
	To be determined during lease negotiations depending on the type of activity proposed.	
<b><u>INSURANCE:</u></b>		
Refer to Appendix A		

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**MINIMUM STANDARDS FOR FIXED BASE OPERATORS APPENDIX NO. 1 - INSURANCE REQUIREMENTS**

INSURANCE REQUIREMENTS (Page One of Two Pages)									
ALL LIMITS SHOWN ARE PER OCCURRENCE* AND ASSUME THE POLICY LIMIT IS ON A COMBINED SINGLE LIMIT BASIS	Statutory Workers' Compensation Insurance including Employees' Liability including Occupational Disease with a limit of liability.	Airport Commercial General Liability Insurance including, but not limited to, premises liability, contractual liability, products and completed operations liability	Fire Legal Liability (Normally Included with Airport Commercial General Liability) with a limit of not	Vehicle Liability Insurance covering all owned, non-owned or hired vehicles	Aircraft Hull and Liability Insurance for full replacement value of the hull and liability with a minimum limit of passenger per seat limit of \$100,000	Products Liability Insurance including operations not otherwise included in the Airport Commercial General Liability	Hangar Keepers Liability Insurance (Ground Coverage) with a limit of liability equal to the combined hull value of all aircraft in any one hangar and a minimum limit of	(If Applicable) Hangar Keepers Liability Insurance (Flight Coverage) with a limit of liability equal to the combined hull value of all aircraft in any one hangar and a minimum limit of	Pollution Liability Insurance covering gradual, sudden and accidental pollution including first party clean-up with a minimum limit of
Full Service FBO	\$ 1,000,000	\$ 3,000,000	\$ 300,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	Replacement Cost	\$ 1,000,000
Aircraft Maintenance	\$ 1,000,000	\$ 1,000,000	\$ 300,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	Replacement Cost	If Applicable
Radio and Avionics Repair Stations and Sales	\$ 1,000,000	\$ 1,000,000	\$ 300,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	Replacement Cost	If Applicable
Flight Instruction	\$ 1,000,000	\$ 2,000,000	\$ 300,000	\$ 1,000,000	\$ 2,000,000	If Applicable	If Applicable	Replacement Cost	If Applicable
Aircraft Sales, Rental and Leasing	\$ 1,000,000	\$ 2,000,000	\$ 300,000	\$ 1,000,000	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	Replacement Cost	If Applicable
Aircraft Storage	\$ 1,000,000	\$ 1,000,000	\$ 300,000	\$ 1,000,000	\$ 1,000,000	If Applicable	\$ 1,000,000	Replacement Cost	If Applicable
Agricultural Application**	\$ 1,000,000	\$ 1,000,000	\$ 300,000	\$ 1,000,000	\$ 1,000,000	If Applicable	If Applicable	Replacement Cost	If Applicable
Other Aeronautical Activities ***	\$ 1,000,000	\$ 1,000,000	\$ 300,000	\$ 1,000,000	\$ 1,000,000	If Applicable	If Applicable	If Applicable	If Applicable
Flying Clubs****	\$ 1,000,000	\$ 2,000,000	\$ 300,000	\$ 1,000,000	\$ 1,000,000	If Applicable	If Applicable	If Applicable	If Applicable
Special Events	EACH SPECIAL EVENT IS SUBJECT TO REVIEW OF INSURANCE REQUIREMENTS BY THE COUNTY RISK MANAGER								

\* Airport Commercial General Liability Insurance must also include Contingent Liability and non-owned Hull Liability. If liquor is sold, Liquor Law Liability must be included.

\*\* Include Agriculture Endorsement on Aircraft Hull and Liability insurance policy and provide the County with a certified original copy of the endorsement.

\*\*\* The limits and coverage required may vary depending upon the activity involved.

\*\*\*\* Workers' Compensation is required if Flying Club has employees.



**APPENDIX No. 1. - INSURANCE REQUIREMENTS (Continued, Page 2 of 2)**

**Workers' Compensation**

1. Policy shall be endorsed to include, if applicable, Borrowed Servant / Alternate Employer.
2. Policy shall be endorsed to 'Waive Subrogation in favor of the County of Riverside'

**All Policies (Other than Workers' Compensation)**

1. Each policy shall be endorsed to name all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
2. If any policy contains a general aggregate limit, it shall apply separately to the Agreement with the County or be no less than two (2) times the occurrence limit.

**All Policies (Including Workers' Compensation)**

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless such requirement is waived, in writing, by the County Risk Manager.
2. Each insurance company shall have an A.M. BEST rating of not less than an; A:VIII (A:8)
3. Provide either 1) a properly executed original Certificate(s) of Insurance and 'certified original' copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the County Risk Manager, provide original Certified copies of policies including all endorsements and all attachment thereto, showing such insurance is in full force and effect.
4. Certificates to contain the covenant that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance.
5. Operations shall not commence until the County of Riverside has been furnished evidence of coverage as described in item 3.
6. Certificates of Insurance and the policies shall covenant that their coverage is primary and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as primary.
7. The EDA Director, upon the advise of the County Risk Manager, reserves the right to increase the limits or required additional insurance coverage beyond that set forth herein.

**DESERT RESORTS REGIONAL  
AIRPORT**

**STORM WATER POLLUTION PREVENTION  
PLAN**

**(S.W.P.P.)**

**A.A.A.E. CALIFORNIA AIRPORT GROUP  
TO COMPLY WITH THE CALIFORNIA STORM WATER  
GENERAL PERMIT**

**PERMIT NUMBER W.D.I.D 733S006138**

**EXHIBIT "D"**

NPDES PERMIT REQUIREMENT CHECKLIST

THERMAL AIRPORT

Initial & Date

NOI & Fee Sent to SWRCB

3/26/92 *[initials]*

SWPPP Complete

9/22/92 *[initials]*

Monitoring Plan Complete

11/12/92 *[initials]*

Group Monitoring Agreement (if appropriate)

A.A.A.E. *[initials]*

*S/19/92*  
*MO, 3,3*

Other: PERMIT # 7 335006138

This is to certify that the above mentioned items have been prepared and completed under my direction and supervision in compliance with the NPDES General Industrial/Construction Permit.

Printed Name: Thomas L. Turner

Signature: *[Signature]* Date: 2/1/93

Title: Airport Operations & Maintenance Supervisor

SWPPP Certification

"I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment." In addition, I certify that the provisions of the permit, including the development and implementation of a Storm Water Pollution Plan and a Monitoring Program Plan, will be complied with.

Printed Name: Tek Tanaka

Signature: *[Signature]* Date: 2-18-93

Title: Deputy Director of Transportation

## **STORM WATER POLLUTION PREVENTION PLAN INTRODUCTION AND PURPOSE**

The California airport group members have submitted their Notices of Intent (NOI) and are now in the compliance phase of the California General Permit. The General Permit requires airport discharges to: eliminate non-storm water discharges; develop and implement a storm water pollution prevention plan; and perform monitoring of discharges to the storm water drainage system.

The required Storm Water Pollution Prevention Plan (SWPPP) must emphasize the storm water Best Management Practices (BMPs) and be designed to comply with Best Available Technology Economically Achievable (BAT) and Best Conventional Pollutant Control Technology (BCT). The SWPPP has two major objectives: 1) to identify the source of pollutants that affect the quality of the industrial storm water discharge; and 2) to describe practices which may be implemented to reduce the pollutants in the industrial storm water discharge.

The SWPPP is to be certified and implemented by October 1, 1992. Although the SWPPP is not submitted to the Regional Board, it must be retained on file at the airport for the duration of the permit. The SWPPP must be available for Regional Board and public review. The Regional Board may notify airport representatives if the SWPPP does not meet the minimal requirements. Within 30 days of the notice, the airport must submit a time schedule in which the required changes will be made. Once the changes have been made, the airport will provide written certification to verify the completed change. The documentation should then be retained as part of the SWPPP.

The airport is responsible for amending the SWPPP whenever there is a change in construction, operation, or maintenance, which will affect the quality or quantity of the industrial storm water discharge. The SWPPP should also be amended if the objective of controlling pollutants in the storm water discharge as not being achieved.

**PLANNING AND ORGANIZATION**

**POLLUTION PREVENTION PERSONNEL**

**POLLUTION PREVENTION COMMITTEE MEMBERS**

Airport Manager/Representative: Thomas Turner

DUTIES: Overall compliance; Inspection of airports.

Phone: (909) 351-0700 x 358 24-hour Phone: (909) 412-3049

**Designated Individuals**

Name: Captain Heally, C.D.F. Fire Title: \_\_\_\_\_

Phone: (760) 399-5303 24-hour Phone: 9-1-1

Duties: County fire compliance with permit.

Name: Eric Affeldt Title: Manager, Million Air La Quinta F.B.O.

Phone: (760) 399-1855 24-hour Phone: \_\_\_\_\_

Duties: F.B.O. compliance.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ 24-hour Phone: \_\_\_\_\_

Duties:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ 24-hour Phone: \_\_\_\_\_

Duties:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ 24-hour Phone: \_\_\_\_\_

Duties:

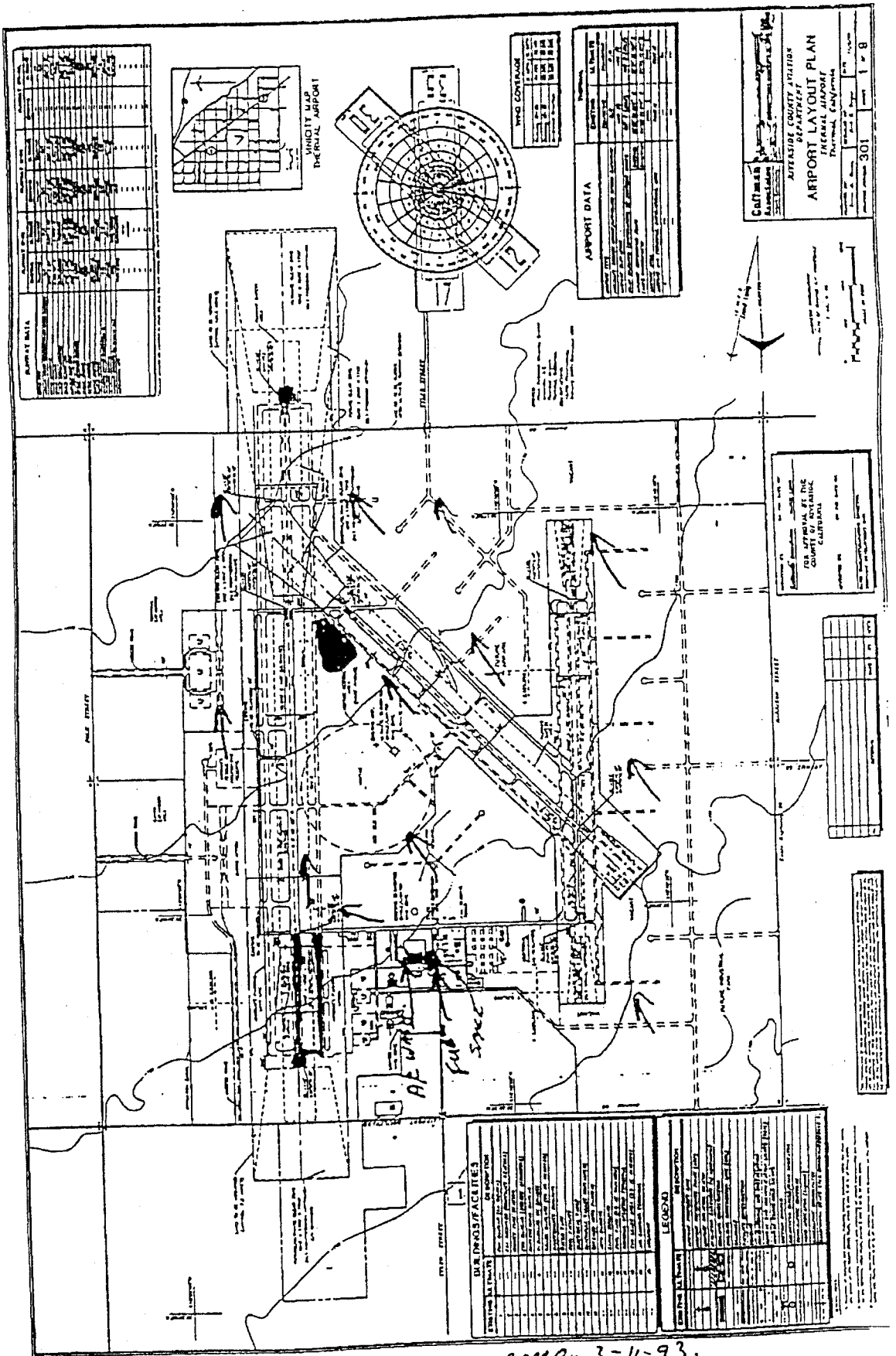
## **FACILITY DATA COLLECTION**

The general permit requires that the following information be gathered in order to determine and evaluate pollution sources:

- Site map
- Topographic map
- Description of significant material handling
- List of pollutants with potential to be present
- Size of airport and percentage of impervious areas
- Spill history
- Summary of existing sampling data

### **Topographic Map**

RETENTION BASIN. FLOW → THIS AIRPORT HAS NO OUTFALLS. WHAT IS TRAPED IN BASINS.



718

AMMO 3-11-93.  
ADD 10 ACRES.

## Description of Significant Material Handling

### Significant Materials Treated or Stored

#### Significant Materials Stored:

- 1) Jet-A and Avgas stored in underground and above ground tanks.
- 2) Used motor oil

#### Significant Materials Disposed:

- 1) Fuel from underground tank is used in aircraft. Underground and aboveground tanks are regulated by title 23 of the California Health and Safety Code, EPA underground Tank Regulations, and riverside County Ordinance No. 617
- 2) Fertilizer and pesticides are controlled by EPA, State, and county regulations. Fertilizers and Pesticides are disposed of off airport property.
- 3) Used motor oil is recycled through a licensed contractor.

#### Significant Materials Spilled Or Leaked (in significant quantities to storm water after November 19, 1988):

- 1) To our knowledge, no materials of significant quantity have been leaked or spilled on airport property.
- 2) Fuel spill in 1995, overfilled fuel trucks. Topsoil removed by airport staff and disposed of by operator. County Haz - Mat called.
- 3) Site clean up completed in Feb.1998

#### Airport Industrial Storm Water Treatment Facilities:

- 1) No facilities are now on the airport.



**Materials Management Practices:**

- 1) All hazardous material spills must be reported to the airport manager, County Health and County Fire to insure immediate and proper cleanup and disposal. Liquid absorbent material is stored on site.
- 2) Areas where materials are stored and or have the possibility to spill are inspected monthly, with spot inspections during daily airport inspections
- 3) Insure material handlers have proper licenses and or training for each product being used.

**Equipment Management Practices:**

- 1) All equipment inspected monthly.
- 2) Routine maintenance to repair leaks and preventive maintenance scheduled to prevent leaks.
- 3) Drip pans installed under areas where leaks may occur.

**Vehicle Management Practices:**

- 1) Scheduled preventative maintenance.
- 2) Cleaning vehicles with biodegradable solvents and soaps, in designated areas only.
- 3) Routine daily inspections of vehicles.

**Material Loading, Unloading, and Access Areas:**

- 1) Insure all personnel are trained and or have proper license.
- 2) Restrict material-handling areas to trained personnel only.
- 3) Insect equipment monthly to insure it is in proper working order and notify the responsible party if not.

**Existing Structural Controls (to reduce pollutants in storm water):**

1) Monthly inspections of all aircraft tie downs, auto parking lots, streets and hangar areas.

2) Daily spot inspections done during routine airport safety inspections.

**Existing Non-Structural Controls (to reduce pollutants in storm water):**

1) Use of dirt roads restricted to airport employees for inspections and maintenance.

2) Monthly inspections of all drains, inlets, flood control berms for unauthorized water runoff.

**Methods of On-Site Disposal of Significant Materials:**

1) All hazardous materials are disposed of in State approved sites or recycled. No hazardous materials are disposed of on the airport.

**Methods of On-Site Storage of Significant Materials:**

1) Aviation fuels are stored in above ground and under ground tanks or in fuel trucks.

2) Motor vehicle oils are stored inside buildings.

3) All pesticides and fertilizers are stored in building or on covered concrete slabs.

**Activities that Generate Significant Quantities of Dust or Particulates (unpaved access roads or emissions from industrial processes):**

1) All main access roads and parking lots are paved. Some airport maintenance roads are dirt but rarely used.

2) There are no significant industrial processes on the airport.

3) Dirt roads are restricted to airport personnel only.

**Pollutant Lists**

The airport is required to list any pollutants that have a reasonable potential to be present in the storm water discharge in significant quantities. The definition of significant quantities varies depending on the material. In general, a significant quantity of material larger than that consumed within a normal day's operations or a quantity resulting in spills beyond the immediate clean-up capabilities of the individual charged with the use of the materials. For regulated substances, a significant quantity is a "reportable" quantity of those substances. An estimate of the annual quantities of these pollutants in the discharge is also required. List substances and quantities in the following table (Table 3-1) and retain a copy in the SWPPP documentation.

**POLLUTANT LIST**

**TABLE 3-1**

<b>Date</b>	<b>Pollutant Present</b>	<b>Use</b>	<b>Quantity Estimate</b>
10/1	Aviation Fuels	20,000 gal. annually	
10/1	Motor oils	300	
10/1	Anti Freeze	Ground vehicles	No significant
10/1	Engine oil	Aircraft and Ground vehicles	Spill history

**Airport Size**

**Airport Size (acres or square feet):** 2,363 Acres

**Impervious Area (acres or Square Feet):** 35.5 Acres

**Percentage of Impervious Area (Impervious area/total area x 100):** 1.5%

**Significant Spills or Leaks:**

Table 3-2 should be used to record the lists described above.

**Summary of Sampling Data:**

Record the sampling event(s) information on Table 3-3 and include only a one-page summary from the sampling data report package.

**Airport Size**

**Airport Size (acres or square feet):** 2,363 acres

**Impervious Area (acres or Square Feet):** 45. Acres Amendment-10-26- 50.75 acres

**Percentage of Impervious Area (Impervious area/total area x 100):** 2. % - 2.1%

**Significant Spills or Leaks:** Table 3-2 should be used to record the lists described above.

**Summary of Sampling Data:** Record the sampling event(s) information on Table 3-3 and include only a one-page summary from the sampling data report package.

**SAMPLING EVENT RECORDS TABLE 3-3**

Date Sampled	Outfall Sampled	Analysis Performed	Analysis Method	Sampling Team
Nov. 98	1			Tom Turner

## STORM WATER MANAGEMENT CONTROLS

This section of the SWPP describes storm water management controls, which are appropriate for the identified potential pollutant sources at the facility

The regulations require the following descriptions and information to be included in the storm water management control portion of the SWPPP:

- Prevention Maintenance and Inspections
- Good Housekeeping
- Spill Prevention and Response
- Storm Water Management Practices
- Sediment and Erosion Prevention
- Employee training

### Preventative Maintenance

The preventative maintenance program should include the following:

- Identification of the equipment and systems targeted for the PM program
- Periodic inspections of identified equipment and systems
- Appropriate adjustments, repair, or replacement of parts
- Record keeping documenting inspections and follow-up action

Documentation and retention of records is a critical element of a good preventative maintenance and inspection program. A tracking and follow-up procedure is recommended to ensure that an appropriate response to the inspection findings has been made. All inspection documentation and records must be maintained with the SWPPP for a period of 5 years, Table 4-1 should be used to record inspection and maintenance activities, and any corrective actions implemented.

### Good Housekeeping

#### Written Protocol

The protocols should be developed to meet the site-specific requirements of the airport.

The protocols should cover:

- 1) Daily inspections of tie down areas to look for leaks and spills.
- 2) Notices sent to F.B.O.s and aircraft owners to correct any problems.
- 3) Vehicle and equipment washing to be done in designated areas only.
- 4) No hangars, equipment storage or maintenance facilities are allowed to be hosed out. All oil and fuel will be cleaned by using oil absorbent materials or biodegradable solvents or soaps, then disposed of properly.

- 5) Drip pans and 100 pounds of absorbent material stored at each F.B.O. site near fuel storage and maintenance areas.
- 6) Drums and tanks containing used oil are to store in a covered area with retention.
- 7) The County and each co-Permittees will train all personnel on the proper handling of hazardous materials. List of agency's to notify if a spill occurs.
- 8) The designated airport representative will inspect the airport monthly to include co-Permittees areas to insure compliance with the S.W.P.P.P.
- 9) All unpaved roads restricted to necessary traffic.
- 10) All vehicle fueling to take place on paved areas to simplify clean up if a spill occurs. Also keeps cost down.

**A protocol document should be included with the SWPPP document; Table 4-3 can be used for this purpose. Spill Prevention and Response**

Table 4-4 will be used to record the spill control and countermeasures established by the airport. Please add any additional documentation relating to spill prevention countermeasures and control to this document.

See Protocols and Management Practices

### **Emergency Response Coordinator**

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The designated person will be named below. This information should be kept on file as part of the SWPPP documentation.

Designated Individual:	<u>Tom Turner</u>	
Title:	<u>Airport Manager</u>	
Phone:	<u>(909) 351-0700 x 358</u>	24-hour Phone: _____
Alternate:	<u>Thomas Turner</u>	
Title:	<u>Airport Operation &amp; Airport Manager</u>	
Phone:	<u>(909) 351-0700 x 358</u>	24-hour Phone: _____

## Storm Water Management Practices

- 1) Daily inspections of tie down areas to look for leaks.
- 2) Notices sent to lessees, aircraft and equipment owners to inform them of problems that need correcting.
- 3) Vehicle and equipment washing be done in designated areas. All loose oil needs to be wiped from all surfaces before washing.
- 4) No hangars, equipment storage, or maintenance facilities will be hosed out with water. All oil and fuel leaks will be cleaned up with liquid absorbent materials or biodegradable solvents and soap, then disposed of properly.
- 5) Drip pans of 100lbs. of liquid absorbent material stored at the airport near fueling facilities and maintenance areas.
- 6) Drums and tanks containing used oil, solvents, and coolants checked weekly for material levels. All full containers to be closed and secured to prevent overfilling.
- 7) The County and each Co-Permittee will train personnel in the proper handling, identification, and clean-up practices (List of agencies to notify when a spill does occur, etc.).
- 8) The designated airport representative to inspect the airport monthly to include Co-Permittees' leaseholds and notify responsible parties not in compliance with storm water plan.
- 9) All non-paved roads to be restricted to only necessary traffic.
- 10) All vehicle fueling is to take place on concrete or asphalt to simplify clean up if a spill does occur.
- 11) All hazardous material spills must be reported to airport management, County Health, and County Fire Dept. to insure immediate and proper clean-up and disposal. Liquid absorbent material is stored at the airport.
- 12) All equipment inspected monthly.
- 13) Routine maintenance to repair leaks and preventive<sup>4</sup> scheduled maintenance to prevent leaks.
- 14) Drip pans installed under areas where leaks may occur.
- 15) Scheduled preventive maintenance.

- 16) Cleaning vehicles with only biodegradable solvents and soaps, in designated areas only.
- 17) Routine daily inspections on vehicles.
- 19) Insure all personnel are trained and /or have proper licensing.
- 20) Restrict material handling areas to trained personnel only.
- 21) Inspect equipment monthly to insure it is working properly and that the responsible party is noticed so that repair can be made on faulty equipment.
- 22) Require catch basins to be designed into all future construction projects where applicable.
- 23) Rip-rap all applicable outfalls, embankments and drain ditches.
- 24) Keep Cracks in parking lots and tie downs filled with crack fillers.

**SEDIMENT CONTROL AND EROSION PREVENTION**

- 1) Seed embankments where applicable to prevent erosion.
- 2) Monitor Sediment in basins and ditches; test annually and clean.

**AMENDMENT SHEET**

DATE	PURPOSE OF CHANGE	PAGES AMENDED	SIGNATURE
3-11-93	ADDED RUNWAY & TAXIWAY	7.B - 14	
10-26-98	ADDED TAXIWAY "F"	7.B - 14	
10-26-98	INCREASE SIZE, RETENTION BASIN TO 11 ½ ACERS.		

**EMPLOYEE TRAINING SCHEDULE**

**TABLE 4 - 5**

Workshop Topic	Dates	Personnel Attending

**EMPLOYEE TRAINING**

Training should be recorded on Table 4 - 5.



## NON-STORM WATER DISCHARGES

The California General Permit requires non-storm water discharges to be eliminated prior to the implementation of the SWPPP on October 1, 1992. The airports must certify that there are no non-storm water discharges present in the storm water drainage system. All airports in the group must certify and monitor outfalls for dry weather discharges.

The certification page, for non-storm water certification, is provided in the "Non-Storm Water Discharge Screening and Detection Manual." This page should be signed and a copy inserted into the SWPPP documentation. All forms filled out while surveying and evaluating outfalls should also be inserted into this section of the SWPPP document. A record of methods used, dates, and time conducted should be listed on the form.

For methods of detection and screening for non-storm water discharges, the SWPPP Committee should refer to the above referenced document for complete guidance.

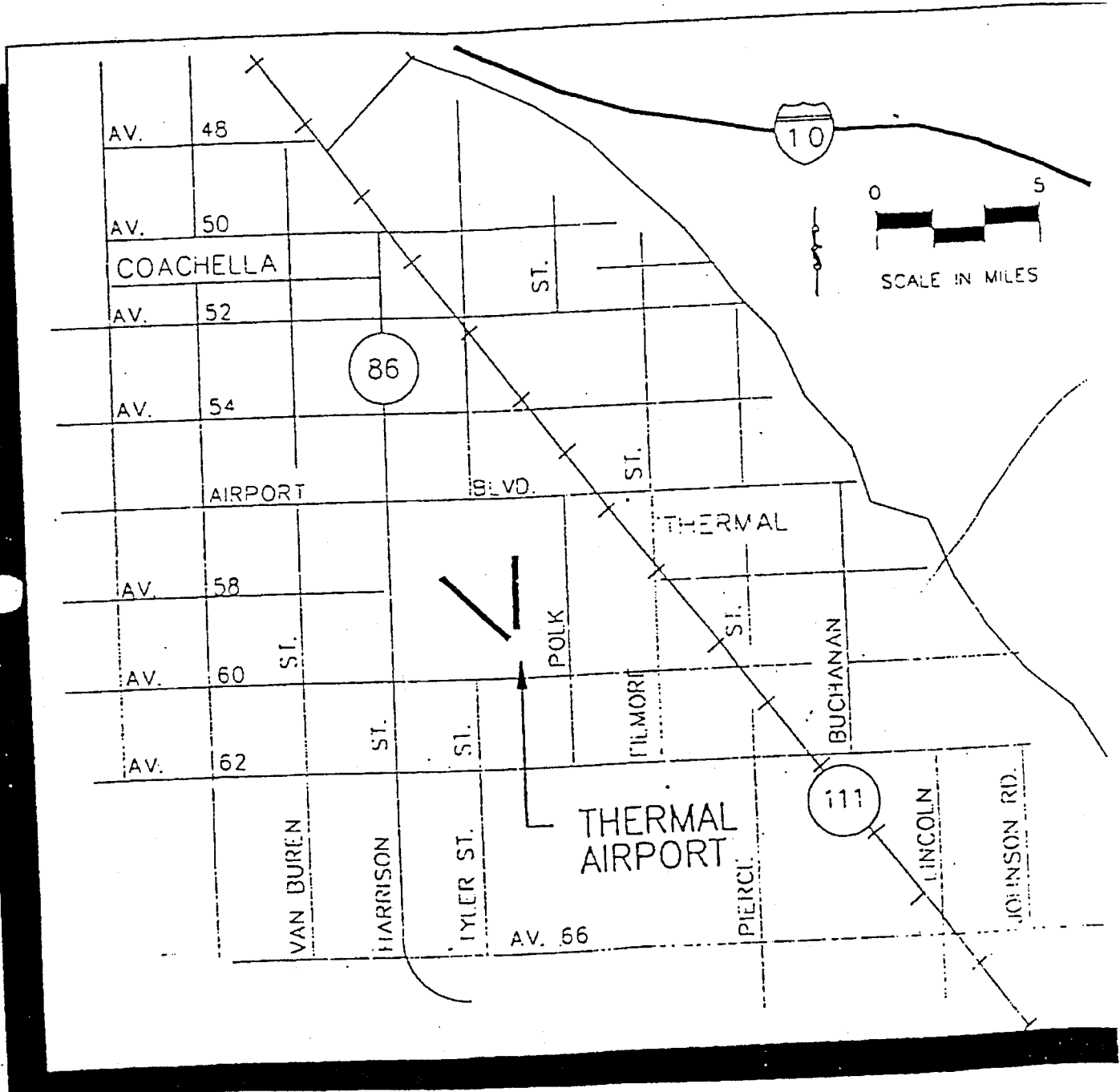
If certification is not feasible, due to the inability to eliminate the non-storm water discharge because of the need for significant structural changes, the airport must notify the Regional Board prior to the October 1, 1992 deadline. This notification should include a summary of why the extension in eliminating non-storm water discharges is required and a schedule indicating when non-storm water discharges will be eliminated. The schedule is subjected to modification by the regional board. This is also required if the airport has applied for an NPDES permit for a non-storm water discharge and has not yet received approval. If the airport is unable to eliminate the non-storm water discharge, then a schedule for elimination of the discharge must be submitted to the Regional Board for approval. In no case will the Board allow for the elimination of non-storm water discharges to take longer than 3 years from the date of the NOI submittal.

## COMPLIANCE

### Inspection

An annual inspection of the airport will be conducted by the Regional Board to verify elements of the SWPPP are accurate and have been implemented. The inspection may yield comments, which require a response to comments by the board and are required to be retained as part of the SWPPP. As listed under Section 311 of the Clean Water Act this SWPPP is considered a report that shall be available to the public.

Amendments to the SWPPP are required to include the signature and title of the person responsible for preparation of the SWPPP and the date.



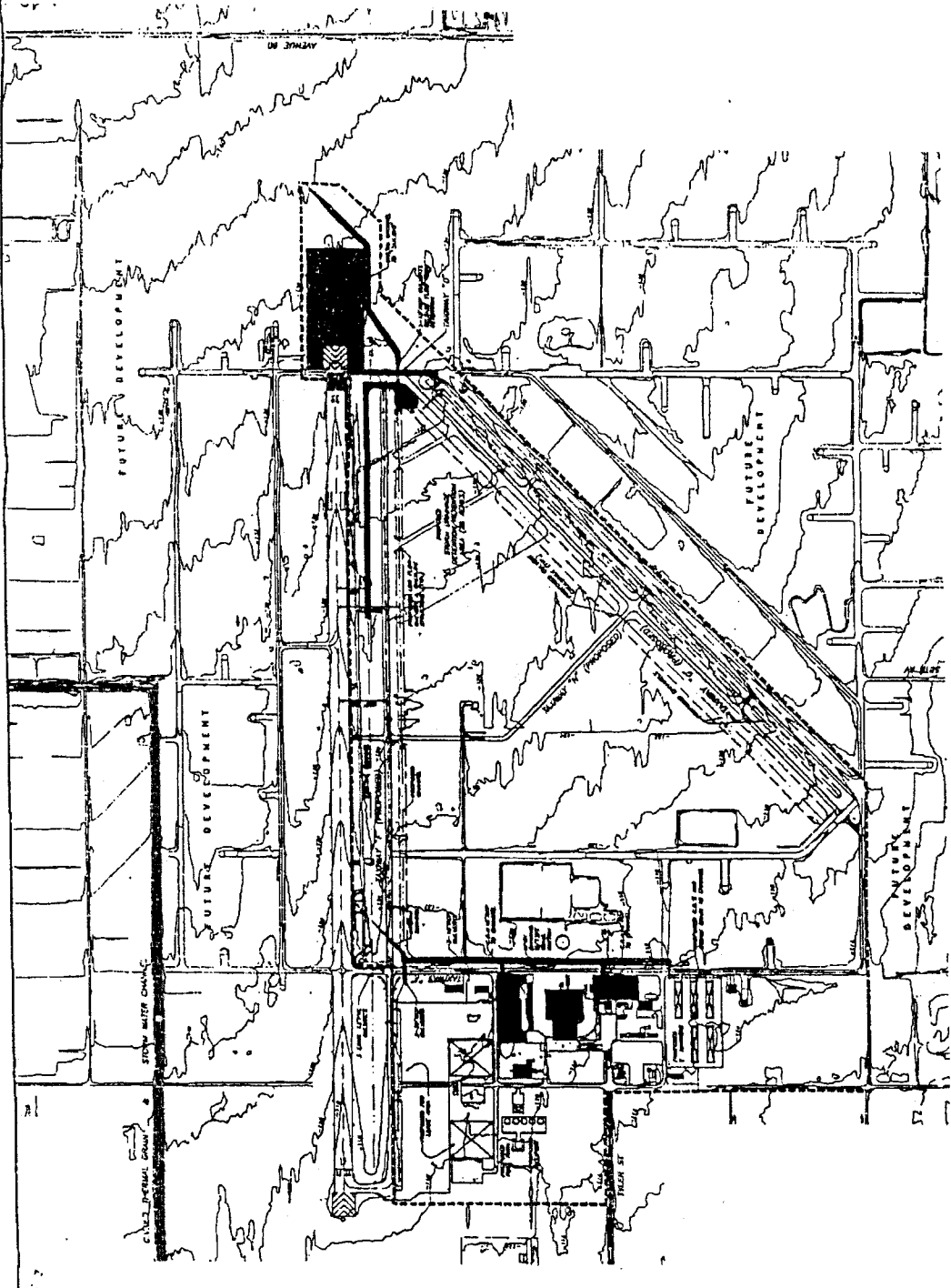




DATE: 11-1-82  
BY: [Signature]

**LEGEND**

- PHASE I IMPROVEMENT
- PHASE II IMPROVEMENT
- APPROXIMATE EXISTING CONSTRUCTION
- EXISTING STRUCTURE
- PROPOSED PHASE I STRUCTURES
- PROPOSED PHASE II STRUCTURES
- EXISTING CONDUIT
- PROPOSED CONDUIT
- EXISTING UNDERPASS
- PROPOSED UNDERPASS
- U.S. AND STATE BOUNDARY

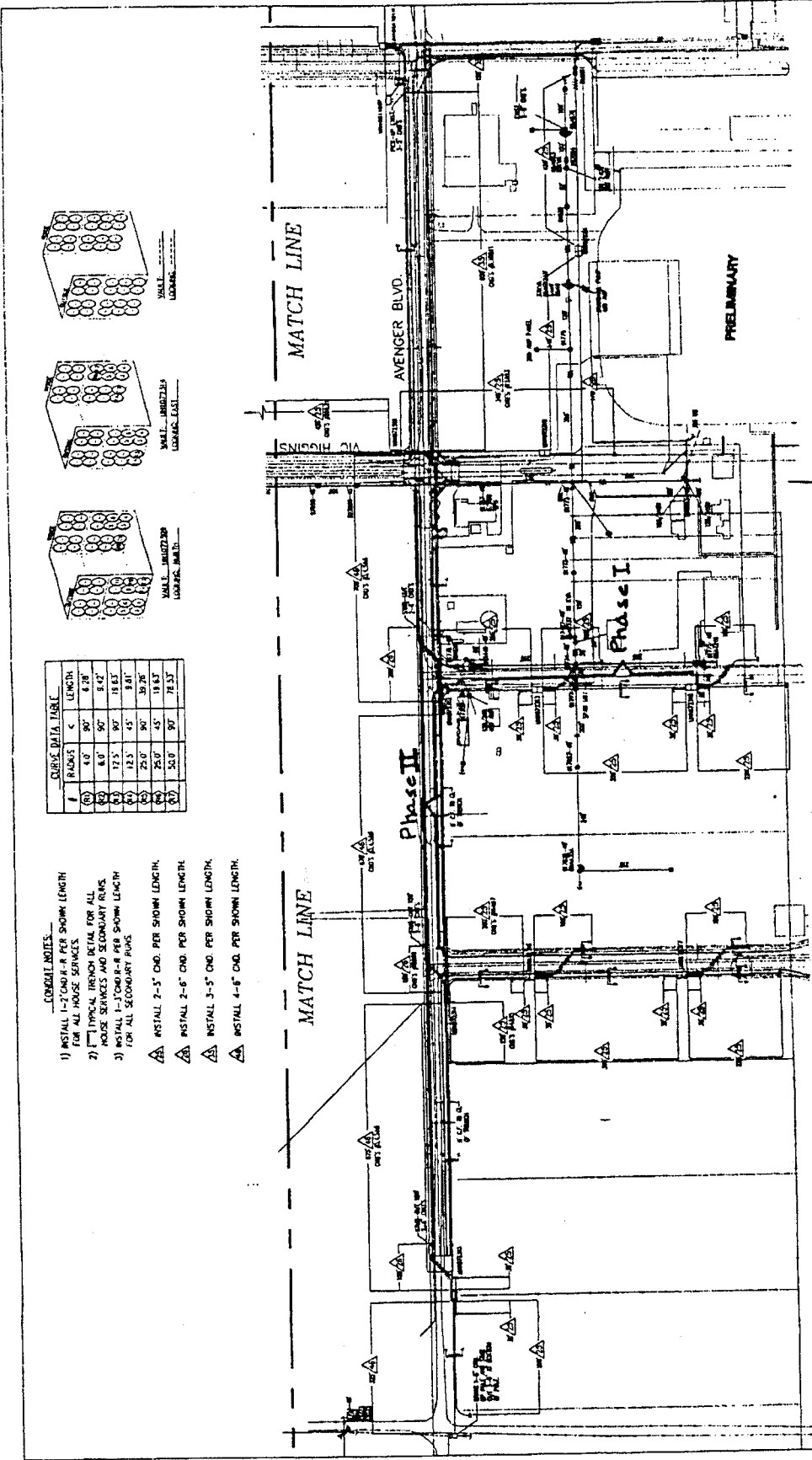
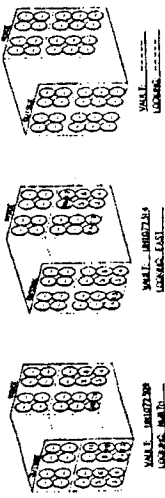


Preliminary  
NOT for Construction

UNDERGROUND SERVICE ALERT CALL OR TOLL FREE 1-800-422-4133 NO UNDEGROUND SERVICE YOU SEE		<p>Cochella Valley Engineers          77-899 Hill Road, Suite 108, Palm Desert, CA 92211          TEL: 951-360-4200 FAX: 951-360-4204          REG. NO. 4527 MONOCAMER PROJECT &amp; INC. REG. NO. 11833          P.O. BOX 1915 PALM DESERT, CA 92261</p>	COUNTY OF INDIAN WELLS THERMAL AIRPORT DRAINAGE MASTER PLAN PHASE I DEVELOPMENT FOR RECORDS & SHMIT	SHEET No. <b>2</b> OF 3 SHEETS
APPROVED BY: [Signature] DATE: 11-1-82	SEAL: [Blank] SEAL COUNTY: [Blank]		SCALE: [Blank]	SHEET No. [Blank] OF 3 SHEETS

CURSE DATA TABLE		
F	RADIUS	C
(1)	4.0'	90'
(2)	6.0'	90'
(3)	17.5'	90'
(4)	12.5'	45'
(5)	25.0'	90'
(6)	25.0'	45'
(7)	50.0'	90'

- CONCRETE NOTES**
- 1) INSTALL 1-2" CHD. R PER SHOWN LENGTH FOR ALL HOUSE SERVICES.
  - 2) TYPICAL TRENCH DETAIL FOR ALL HOUSE SERVICES AND SECONDARY RAISES.
  - 3) INSTALL 1-3" CHD. R PER SHOWN LENGTH FOR ALL SECONDARY RAISES.
- ▲ INSTALL 2-5" CHD. PER SHOWN LENGTH.  
 ▲ INSTALL 2-6" CHD. PER SHOWN LENGTH.  
 ▲ INSTALL 3-5" CHD. PER SHOWN LENGTH.  
 ▲ INSTALL 4-8" CHD. PER SHOWN LENGTH.



142000032 652/2163 W/P-2944 SHEET 2 OF 4  
 MISSISSAUGA DISTRICT  
 CIVIL ENGINEER  
 CONSULTING ENGINEER  
 6-9 JAMES ST. & 100 WINDERMERE  
 MISSISSAUGA, ONT. L4V 1R3  
 TEL: (905) 276-1111  
 FAX: (905) 276-1112

CIVIL ENGINEER  
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 TEL: (905) 276-1111  
 FAX: (905) 276-1112

CAN. REG. NO. 427-0733  
 ENGINEER  
 SCALE 1" = 10'  
 T.S. P.R. 9071



**EXHIBIT G**

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMITTING	11/15/88	JM	SM
2	REVISIONS TO PERMITTING	11/15/88	JM	SM
3	REVISIONS TO PERMITTING	11/15/88	JM	SM
4	REVISIONS TO PERMITTING	11/15/88	JM	SM
5	REVISIONS TO PERMITTING	11/15/88	JM	SM
6	REVISIONS TO PERMITTING	11/15/88	JM	SM
7	REVISIONS TO PERMITTING	11/15/88	JM	SM
8	REVISIONS TO PERMITTING	11/15/88	JM	SM
9	REVISIONS TO PERMITTING	11/15/88	JM	SM
10	REVISIONS TO PERMITTING	11/15/88	JM	SM

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1	ISSUED FOR PERMITTING	11/15/88	JM	SM
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5	REVISIONS TO PERMITTING	11/15/88	JM	SM
6	REVISIONS TO PERMITTING	11/15/88	JM	SM
7	REVISIONS TO PERMITTING	11/15/88	JM	SM
8	REVISIONS TO PERMITTING	11/15/88	JM	SM
9	REVISIONS TO PERMITTING	11/15/88	JM	SM
10	REVISIONS TO PERMITTING	11/15/88	JM	SM

<b>DESERT RESORTS REGIONAL AIRPORT</b> THERMAL, CALIFORNIA <b>TERMINAL AREA PLAN WEST</b>	
SHULTZ MOEN ASSOCIATES AIRPORT DESIGN, ARCHITECTURE & ENGINEERING	
NO.	DATE
1	11/15/88
2	11/15/88
3	11/15/88
4	11/15/88
5	11/15/88
6	11/15/88
7	11/15/88
8	11/15/88
9	11/15/88
10	11/15/88

PRELIMINARY  
 For Review and  
 Discussion Only

