

The City shall mitigate all VMT impacts from a passenger base of zero regardless of prior passenger levels.

The City shall expend the funds for transit projects within the City (e.g., for intra-City transit such as a beach shuttle program).

Timing

The obligation to pay the minimum shall exist as of the first day of scheduled operations of any carrier using transport category aircraft. Thirteen months after the first day, another minimum payment would be due, plus any adjustment payment reflecting the first year's actual traffic beyond the passenger level reflected by the minimum amount. Every twelve months thereafter, the City would be obligated to pay another minimum amount for the upcoming year, as well as any adjustment payment which would reflect the prior year's actual passenger count.

Compliance

Category Ib and IIa. On the date of review the City must demonstrate that upon reinstatement of transport category aircraft service, the City has provided funding as indicated in the formula specified in Mitigation Measure 3.2 with \$1.71 to be used as the STAGE bus trip cost per passenger trip for the first year of the program. The City must demonstrate that the payments were made as required in compliance with the formula.

3.3 Air Quality/Traffic Mitigation - Taxi Limit and Surcharge

Description

The City shall implement a \$0.25 taxi flag drop surcharge at the TVL. The funds shall be used for transit-related purposes to be administered by the City. The City shall consider expanding this surcharge to a City-wide surcharge. If and when TRPA implements a basin-wide surcharge on taxicabs which generates an equal or greater amount from the vehicles affected by the City's surcharge, and TRPA applied at least that amount to the same mitigation

measures that the City's surcharge had been funding, the City need not continue its taxicab surcharge.

Taxi-cab curb parking at the TVL shall be limited by the City to a maximum of 10 taxi-cab parking spaces at one time.

**Timing**

Within six months of the Adoption of Master Plan

**Compliance**

Category IIa and III. On the date of review the City must demonstrate that within six months of the adoption of the Master Plan the City implemented a taxi surcharge for transit related purposes for taxis operating at the TVL. The City must demonstrate that it has retained this surcharge and devoted the funds for transit related purposes unless TRPA has implemented a basin-wide surcharge on taxicabs which generates an equal or greater amount from the vehicles affected by the City's surcharge and TRPA applied at least that amount to the same mitigation measures that the City's surcharge had been funding. The City must also demonstrate that it considered expanding the taxi surcharge to a City-wide basis and that it has limited the taxi-cabs to a maximum of 10 taxi-cabs at one time.

**3.4 Air Quality/Traffic Mitigation - Implementing Agency**

**Description**

The TRPA and City shall activate the TTD, or other agency, for the purpose of acting as a transportation funding and implementation agency. Funding may include monies from the car rental surcharge (see 3.1) or from the airport transportation funding (see 3.2).

**Timing**

Within twelve months of adoption of Master Plan

**Compliance**

Category IIa and III. On the date of review the City must establish that within twelve months of adoption of the Master Plan it, together with TRPA, caused to be activated the TTD or other

agency for the purpose of acting as a transportation funding and implementation agency. The City must demonstrate that it acted in good faith throughout the period to maintain the TTD or other agency as a designated transportation funding and implementation agency.

### 3.5 Air Quality/Traffic Mitigation - Lake Lapper and Beach bus

Description	TRPA and City shall support implementation of Lake Lapper and Beach bus service as priority projects.
Timing	Ongoing
Compliance	Category IIa and III - On the date of review the City must demonstrate that it has in good faith worked toward and supported implementation of Lake Lapper and Beach Bus service as priority transit projects throughout the entire period of review. If either or both of these transit projects are commenced, the City must demonstrate that it has supported the continuation of such service.

### 3.6 Air Quality Mitigation - Shuttle Buses

Description	The City shall maintain contractual commitments for gratuitous transport and for-hire transit, to provide one seat for each arriving resident passenger. The arrival goal is to capture 50% of all non-resident passengers and 25% of all resident passengers. However, the capture rate for all arriving passengers shall not drop below 40%. The first year will assume 18% of the arriving passengers are residents. In subsequent years, the percentage of resident arriving passengers shall be determined by the visitor monitoring program. The departure goal is to capture 35% of all non-resident departing passengers.
Timing	Upon Master Plan adoption.
Compliance	Category IIa and III. On the date of the five year review the City must

demonstrate that, upon adoption of the Master Plan, it has maintained and continued to maintain contractual commitments for gratuitous transport and for-hire transport to provide one seat for each arriving passenger. If shuttles are not provided on a continuing basis, excluding strikes, weather delays, and equipment failures, flights and passenger seat levels shall be reduced proportionately.

### 3.7 Air Quality/Traffic Mitigation - Light Rail

Description	TRPA and City shall support a light rail system feasibility study. Funding of this study shall not diminish existing funding for STAGE or deplete the revenues generated by mitigation measures 3.1 and 3.2.
Timing	At the five year measuring point a feasibility study must have been completed.
Compliance	Category IIa. On the date of review the City must demonstrate that it has consistently and in good faith supported a light rail feasibility study. If such a study is commenced, the City must demonstrate that it has aided in the completion of the study and provided all necessary information to facilitate the study

### 3.8 Air Quality/Traffic Mitigation - Transit Education and Marketing Program

Description	The City shall coordinate, in cooperation with the casinos, hotels, Visitor Authority and scheduled airlines, an education and marketing program to visitors regarding the availability of transit in the Lake Tahoe area, consistent with other transit/VMT mitigation measures. The City shall continue to provide free advertising in the TVL terminal for free transit services. The City shall install directional signs in the area where passengers deplane directing them
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to the area where free transit is available.

Timing

Upon adoption of the Master Plan

Compliance

Category Ia, IIa and III. On the date of review the City must demonstrate that upon adoption of the Master Plan the City fulfilled and continued to fulfill its obligations as specified in Mitigation Measure 3.8 including coordination of an education and marketing program, provision of free advertising in the TVL terminal for free transit services and installation of directional signs in the area where passengers deplane directing them to the area where free transit is available.

### 3.9 Air Quality/Traffic Mitigation - Visitor Monitoring

Description

The City shall implement a semi-annual monitoring program, designed to determine the annual transit capture rate of arriving passengers and to determine visitor/resident-owner mix. The monitoring program shall consist of a questionnaire and may include relevant data from City, regional, state or federal sources.

Timing

Adoption of Master Plan

Compliance

Category Ia, IIa and III. On the date of review the City must demonstrate that upon adoption of the Master Plan it implemented a monitoring program to determine the annual transit capture rate of arriving passengers and to determine the visitor/resident/owner mix. The City must demonstrate that it has implemented the semi-annual monitoring program throughout the measurement period.

### 3.10 Air Quality Mitigation - Modify Airport Flight Schedules to Minimize Peak Air Quality

#### Impacts

Description

The City shall use its best efforts to negotiate, and include in lease

agreements with air carriers using transport category aircraft, a provision requiring the air carrier to avoid scheduled airline arrivals between 4:00 pm and 5:00 pm from Thanksgiving and through Easter. The City shall also use its best efforts to coordinate its lease agreements with commuter airlines to insure that they avoid arrivals between 4:00 pm and 5:00 p.m. from Thanksgiving Day through Easter Sunday.

Timing

Prior to the introduction of transport category service under Master Plan

Compliance

Category Ia, IIa, and III. On the date of review the City must demonstrate that prior to the introduction of transport category service under the Master Plan, and consistently thereafter, that, when soliciting or approving scheduled transport category airline service, the City used its best efforts to negotiate with air carriers to include in their leases the requirement that they avoid scheduled airline arrivals between 4:00 p.m. and 5:00 p.m. from Thanksgiving through Easter. The City must also demonstrate that it has used its best efforts to coordinate its lease agreements with commuter airlines to insure that they avoid arrivals between 4:00 p.m. and 5:00 p.m. from Thanksgiving through Easter Sunday. If the City's best efforts are not successful, then the City must demonstrate that it has mitigated and offset the air quality and traffic impacts caused by airline arrivals between 4:00 p.m. and 5:00 p.m. from Thanksgiving through Easter Sunday.

3.11 Air Quality Mitigation - City Low Emissions Vehicles

Description

The City shall require that all newly purchased City utility vehicles be California certified Low Emission Vehicles (LEVs), or equivalent, provided that such vehicles are available for sale at a reasonable price. (California motor vehicle standards will require the production of LEVs in increasing numbers

beginning with the 1994 model year. These vehicles are expected to be equipped with electrically heated catalytic converters, which will be particularly beneficial in reducing cold temperature, cold start emissions in the Lake Tahoe Air Basin.)

**Timing** When such vehicles are available at a reasonable price

**Compliance** Category Ia, IIa, and III. On the date of review the City must establish whether or not low emission vehicles or the equivalent have become available at a reasonable price. If so, the City must demonstrate that it has purchased for use as City utility vehicles California Certified Low Emission Vehicles or the equivalent from the time that such vehicles are available at a reasonable price.

### 3.12 Air Quality Mitigation - Low Emissions Vehicles for City Funded Transit Vehicles

**Description** Publicly funded transit vehicles operated as part of the transit system servicing the City shall be required to be California certified Low Emission Vehicles, when such vehicles become available at a reasonable price.

**Timing** When such vehicles become available at a reasonable price.

**Compliance** Category Ia, IIa, and III. On the date of review the City must establish whether or not California Certified Low Emission Vehicles had become available at a reasonable price. If so, the City must demonstrate that it has required that publicly funded transit vehicles operating as part of the transit system servicing the City have purchased California Certified Low Emission Vehicles from the time that they became available at a reasonable price.

### 3.13 Automobile Parking Fees

Description	The City shall implement short-term automobile parking charges, exempting employees, and long term automobile parking charges, comparable to, and no less than, the parking fees charged at the Reno-Cannon International Airport. There shall be no increase in the number of automobile parking spaces and no expansion of parking facilities. Validated parking for businesses located at the TVL may be authorized. The parking fees received by the City shall be used by the City for the airport related mitigation measures itemized in this Agreement less any reasonable administrative costs related to those mitigation measures.
Timing	Within 90 days after adoption of the Master Plan.
Compliance	Category IIa, and III. On the date of review the City must demonstrate that within ninety days after adoption of the Master Plan it has implemented and maintained long term and short term parking fees for the TVL terminal parking lot not less than those charged at the Reno-Cannon International Airport. The City must also demonstrate that it has not increased TVL parking above that existing on the date of adoption of the Master Plan.

### 3.14 Air Quality/Traffic Mitigation - Parking Reductions at Heavenly Valley

Description	The City shall support pro-actively a reduction in on-site and off-site parking at Heavenly Valley, consistent with the TRPA adopted Ski Area Master Plan
Timing	Five years after adoption of the Master Plan
Compliance	<del>Category Ia, IIa, and III. On the date of review the City must demonstrate that throughout the period it has proactively</del>

supported a reduction in on-site and off-site parking at Heavenly Valley consistent with the ski area's TRPA adopted master plan.

### 3.15 Air Quality/Traffic Mitigation - Parking Reduction-Paid Parking

#### Description

The City shall support in concept a TRPA parking management ordinance. The ordinance shall be expected to include appropriate elements of parking disincentives in the high density tourist commercial areas in the immediate vicinity of the South Shore and North Shore stateline areas. Such disincentive may result in provisions for paid parking and parking space reductions.

#### Timing

Five years after adoption of the Master Plan.

#### Compliance

Category IIa. On the date of review the City must establish that it has supported in concept and in good faith TRPA's Parking Management Ordinance in a manner which would provide parking disincentives in the high density, tourist commercial areas in the immediate vicinity of the South Shore and North Shore stateline areas including provisions for paid parking and parking reductions

## d. Water Quality Measures

### 4.1 Water Monitoring

#### Description

The City shall continue to monitor water in accordance with the Lahontan Regional Water Quality Control Board waste discharge permit as amended. (Order 88-111.) Monitoring and reporting shall be conducted, at a minimum, twice a year (February and August). The results shall be reported to the Lahontan Regional Water Quality Control Board and TRPA staffs. In the event that the water quality monitoring discloses the presence of any toxic substances, as defined and identified by Lahontan, or

the presence of ethylene or propylene glycol, in any drainage ditch at the TVL, use of the toxic substance or the glycol at the TVL shall be discontinued until a TRPA and the State Water Resources Control Board, Lahontan Region-approved recovery program is implemented.

Timing

Ongoing

Compliance

Category Ia, IIa, and III. On the date of review the City must demonstrate that upon the adoption of the Master Plan and continuously thereafter the City monitored water quality in accordance with the Lahontan waste discharge permit as amended. (Order 88-111.) Monitoring and reporting shall be conducted by the City, at a minimum, twice a year (February and August) and the results must have been reported to the Lahontan Regional Water Quality Control Board and TRPA

#### 4.2 Water Quality Mitigation - Point of Discharge

Description

The City shall construct water quality improvements listed in Section 4a of this Agreement and required by the formula developed by TRPA, in consultation with other parties, as described in Exhibit D attached to this Agreement.

Timing

Ongoing until complete

Compliance

Category IIa and III. On the applicable date of review, the City must demonstrate that it has obtained the funding and constructed the water quality improvements projects required by Exhibit D and listed in Section 4a of this Agreement.

#### 4.3 Water Quality Mitigation-Sweeping

Description

The City shall regularly sweep the airfield and apron surfaces which may be contaminated from the use of oil, grease, anti-freeze, and other similar substances.

Timing Ongoing

Compliance Category Ia, IIa, and III. On the date of review the City must establish that upon adoption of the Master Plan it has continuously provided for the regular sweeping of the airfield apron surfaces

6. Access Plan Issues.

- a. The League and California shall be deemed to be "Interested Parties" as that term is used in section 9 of the attached Access Plan for the first five years of Phase I of the Master Plan. The League and California shall be entitled all notices and rights given to any Interested Party and, unlike other Interested Parties, will not have to file a complaint to receive such notices and rights.
- b. The inclusion of a reference to Public Utilities Code (PUC) sections 21690.5 through 21690.9 in Section 1.3 of the attached Access Plan is not intended to, and does not, authorize the City to enter into an exclusive or limited agreement, lease or other contract with any person or entity which is inconsistent with the terms and provisions of this Agreement. The terms and provisions of this Agreement can not be overridden, or limited in any way, by any determination or finding of the City, made pursuant to PUC sections 21690.5 through 21690.9, that an exclusive or limited agreement is necessary to displace business competition with regulation or monopoly service at the TVL to promote commerce and tourism. Furthermore, California does not necessarily agree with, nor endorse, the City's use of PUC sections 21690.5 through 21690.9 in the Access Plan, or otherwise, to justify exclusive and limited agreements which eliminate competition or create a monopoly. California reserves the right, if necessary and appropriate, to object to any such exclusive and limited agreement and to enforce California law with respect to any such exclusive or limited agreement.

7. Process and Procedural Issues.

- a. Federal Litigation.

This Agreement shall be confirmed by, and incorporated into, a Stipulated Judgment resolving all remaining issues in City v. TRPA and which shall include the following:

- i. A determination by the Court will be requested to the effect that provisions outlined in this Agreement are not subject to ANCA.
- ii. A determination that the Court has jurisdiction over the subject matter of this action and over the parties hereto.
- iii. That the parties shall comply with the terms of this Agreement and the Stipulation filed therewith and incorporated therein by reference. The Stipulation and this Agreement shall be incorporated into the Final Judgment and shall be enforceable as part of the Final Judgment.
- iv. The Final Judgment shall be binding on the parties and their employees, successors and assigns. The intervention of the League shall be allowed and henceforth the League shall be a party to this litigation and a party to the Stipulation, for purposes of enforcement of the Stipulation, this Agreement, and the Final Judgment.
- v. This Final Judgment shall be a declaration of the respective rights of the parties and shall not constitute an admission of liability or fault on the part of defendants or plaintiffs.
- vi. Jurisdiction shall be retained by the Court for the purpose of enabling any party to apply to the Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of the Final Judgment, for the modification or termination of any of the provisions therein, and for the enforcement of compliance therewith and the imposition of remedies for violations thereof.
- vii. No party is bound by this Agreement unless it is accepted by the FAA or approved by the Court in a manner which prevents the FAA from asserting the invalidity of this Agreement in any respect.

b. State Court Litigation.

The state court cases of People v. City I and II shall be voluntarily dismissed as moot after this Agreement, and the Master Plan consistent with this Agreement, are approved and adopted by the City and TRPA.

c. Remedies.

- i. Intervention by Stipulation. The parties stipulate to the intervention by the League in the City v. TRPA lawsuit, for purposes of the settlement of this litigation and the entry of Final Judgment, and the enforcement of this Agreement and confirming Stipulation and Final Judgment. The parties agree that the League is a party to this Agreement and the confirming Stipulation, and is bound by this Agreement and confirming Stipulation and Judgment and shall have the same rights and remedies under the Agreement, Stipulation and Judgment as do the other settling parties.
- ii. Enforcement. The settling parties agree that this Stipulation is binding on the settling parties according to its terms and that any conduct by the settling parties which is contrary to the terms of this Agreement and confirming Stipulation is enforceable by judicial remedies.
- iii. Notice and first choice of remedy. Each party shall give written notice to all other parties of any disagreement, dispute, or controversy concerning any aspect of this Agreement or of any alleged violation or threatened violation of any terms and provisions of this Agreement. Such notice shall be transmitted by telecopier, United States mail or reputable overnight delivery service and shall describe the nature of the dispute and shall schedule a meet and confer session no earlier than seven (7) or later than fifteen (15) days from the date of receipt of such notice. All of the parties shall meet and confer in good faith through a consensus type process that may include other persons or agencies, for the purpose of attempting to resolve any such disagreement, dispute, controversy, or alleged threatened or actual violation.
- iv. Second choice remedy (judicial proceedings). The commencement of any action for judicial relief by a party to this Agreement may take place after the termination of the meet and confer meeting undertaken in accordance with the preceding subsection iii. of this Agreement. Each party hereto expressly waives the provisions of any applicable statutory or ordinance limitation period for a period of 30 days following the meet and confer

meeting. The parties may extend this waiver by written agreement of all the parties.

- v. Commencement of judicial proceedings to avoid prejudice. Notwithstanding the provisions of section iv. above, if a party would be prejudiced by delay, that party may immediately commence judicial proceedings.
- vi. Waiver of jury trial. Each party hereto expressly waives any right to a jury trial in any action to enforce this Agreement, the confirming Stipulation and Final Judgment, and consents to the determination of all issues in such action by the Court.
- vii. Injunctive relief. Each party expressly acknowledges and agrees that any breach of the terms and provisions of this Agreement or any conduct or activity by a party which is inconsistent with such terms and provisions will result in immediate and irreparable injury. The meet and confer provisions of Section 7b of this Agreement shall not preclude any party from seeking any other appropriate relief in addition to injunctive relief.
- viii. Avoiding delay. The parties shall work in good faith to obtain the expeditious resolution of any disagreements arising under this Agreement. The parties understand and acknowledge that any dilatory tactics used to delay or otherwise interfere with the speedy resolution of any such disagreements, disputes, controversies, or alleged violations are presumed to be prejudicial and that the court may impose sanctions therefor. The parties shall exert their best efforts and proceed with all due diligence to take all steps reasonably necessary to bring any action filed by a party concerning this Stipulation to hearing at the earliest reasonable time.
- ix. Joint Statement. In the event of the filing of any Motion for enforcement of this Agreement, the confirming Stipulation and/or the Final Judgment, each of the parties shall cooperate in good faith and with due diligence to file a joint statement of undisputed facts.
- x. Retention of jurisdiction. The parties agree to retention by the Court of jurisdiction over this matter, to enable any party to apply to the Court

at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of the Final Judgment pursuant to this Agreement and confirming Stipulation, for the modification or termination of any of the provisions of said Final Judgment or Stipulation, and for the enforcement of compliance with the Final Judgment and Stipulation and the imposition of remedies for violations thereof.

d. Monthly Reports.

The City shall provide monthly reports to the TRPA, with copies to California and the League, which includes at least the following information:

- i. The number of all commercial air carrier flights, including transport category aircraft, commuter aircraft, and charter aircraft, by air carrier and aircraft type which arrived at TVL for that month;
- ii. The number of enplaning and deplaning passengers for that month; and
- iii. The number and description of any noise complaint or Access Plan violation, and any related enforcement action brought by the City, for that month.

e. Environmental Review Procedure.

- i. The City and TRPA, as required by the California Environmental Quality Act and Article VII of the Compact, are responsible for conducting the necessary environmental reviews that may be needed to implement the terms of this Agreement.
- ii. If the City and/or TRPA propose to adopt a Master Plan or a threshold amendment, including an EIR/EIS and other related documents, the substance of which is not completely in accord with all of the provisions of this Agreement, then the City and/or TRPA shall, prior to adoption of such a Master Plan or threshold amendment, and related documents, provide written notice to the League and California and an opportunity for comment. The comment period shall be no less than 15 calendar days from receipt of written notice by the League and California. The City and TRPA have both, by separate letters, provided assurances that, if necessary, such an opportunity to comment will be provided to California and the League.

- iii. The City and TRPA acknowledge that the League and California, in reliance on the terms of this Agreement, and particularly the Master Plan, threshold amendment and related documents contemplated for adoption under this Agreement, have foregone their right to submit comments, orally or in writing, on the draft Master Plan, threshold amendment and environmental documentation which were circulated while this Agreement was being negotiated. The City and TRPA also acknowledge that the submission of comments in the administrative process may be a jurisdictional prerequisite for litigation challenging the Master Plan, threshold amendment and the environmental documentation and as such cannot be waived, and they therefore agree that the notice and comment period provided for herein is necessary to protect the interests of the League and California in the event of the proposed adoption of a Master Plan, threshold amendment and related documents not in complete accord with the terms of this Agreement.
- iv. The City and TRPA acknowledge and agree that if the comment period provided for herein is not actually made available to the League and California, it would constitute a violation of this Agreement enforceable in accord with Section 7c of this Agreement. The City and TRPA acknowledge and agree that the appropriate remedy for such a violation would be to set aside the Master Plan, threshold amendment and related documents in order to give the League and California their opportunity to comment and to insure that those comments are given meaningful consideration by the City Council and/or the TRPA Governing Board.

f. Effective Date.

This Agreement, and the Stipulation and Final Judgment entered pursuant to this Agreement, in the City v. TRPA case shall become effective upon the occurrence of both of the following events:

- i. The adoption by the City of an Airport Master Plan and related environmental and FAA documents consistent with the provisions of this Agreement; and
- ii. The amendment of the noise threshold for aircraft at TVL, and the adoption of an Airport Master

Plan, by the TRPA consistent with the provisions of this Agreement.

Nothing in this Agreement shall be construed to limit TRPA's or the City's legislative discretion or permitting authority. However, in the event the City or TRPA fails to adopt an Airport Master Plan or amend the thresholds, including any related documents, which are completely consistent with the provisions of this Agreement, then this Agreement, except the provisions of Section 7e, shall be null and void unless it is modified or extended by written agreement of the parties.

8 Miscellaneous

- a. This Agreement, with the confirming Stipulation and Final Judgment, is the entire understanding among the parties regarding the Airport Master Plan, the TRPA aircraft noise thresholds and the remaining issues in the City v. TRPA case. This Agreement supersedes all prior or contemporaneous agreements, understandings, and statements, whether written or oral, among the parties regarding these issues. All such prior or contemporaneous agreements, understandings, and statements, oral or written, unless otherwise provided in this Agreement, are without further force or effect. This Agreement may not be terminated, or any of its provisions changed, altered or amended except by written agreement of all the parties to this Agreement or by Order of the Federal Court.
- b. Any notice required by this Agreement shall be deemed to have been given on the date that it is personally delivered or telecopied to the recipients listed below or, if mailed, the date it is received by the following recipients at the following addresses:

To TRPA:

Susan E. Scholley  
Special Projects Attorney  
Tahoe Regional Planning Agency  
195 U.S. Highway 50  
P.O. Box 1038  
Zephyr Cove, Nevada 89448-1038  
Tel. (702) 588-4547  
Fax (702) 588-4527

To the City: J. Dennis Crabb  
Office of the City Attorney  
City of South Lake Tahoe  
1052 Tata Lane  
South Lake Tahoe, California,  
96150-6824  
Tel. (916) 573-2040  
Fax (916) 544-8657

To the League: E. Clement Shute, Jr.  
Shute, Mihaly & Weinberger  
396 Hayes Street  
San Francisco, California, 94102  
Tel. (415) 552-7272  
Fax (415) 552-5816

To California: Kenneth R. Williams  
Deputy Attorney General  
1515 K Street  
P.O. Box 944255  
Sacramento, California, 94244-2550  
Tel. (916) 327-7859  
Fax (916) 324-5205

- c. Each of the parties to this Agreement shall do such further acts and execute, acknowledge and deliver all further documents as may be reasonably necessary to implement the provisions of this Agreement ~~and the confirming Stipulation and Judgment.~~
- d. The provisions of this Agreement represent a compromise and settlement of the respective claims of the parties regarding the Airport Master Plan, the TRPA aircraft noise thresholds and the remaining issues in the City v. TRPA case. In the event that this Agreement fails to become effective or is determined to be null and void or invalid, nothing herein shall constitute, be deemed to be, or be used by any party hereto as an admission of any party in any proceeding, whether judicial, administrative, or other proceeding.
- e. The parties agree that if a significant provision of this Agreement is declared unconstitutional, illegal or otherwise unenforceable, for any reason, by a Court with competent jurisdiction, then the remaining provisions of this Agreement shall be null and void and unenforceable. For purposes of this Agreement, the following provisions shall be deemed significant: flight and passenger limitations, exclusion of aircraft not meeting weight limitations, noise thresholds and standards, and limitations on facilities expansion,

77.1 dBA nighttime restriction, and the prohibition on night time maintenance run-ups.

- f. Notice shall be given by the City to the other parties within 10 days of the entry of any federal district or superior court judgment or order which voids, nullifies, or affects a significant provision of the settlement. Thereafter, a party asserting nullification of the remaining provisions of this Agreement because of the issuance of such a Court order or judgment, shall give the other party or parties 90 days to appeal the judgment or order or, if possible, otherwise remedy the effect of the judicial determination. If such efforts are unsuccessful, then a party seeking to nullify the remaining provisions of this Agreement shall file a complaint, or other appropriate pleading, in the City v. TRPA case, not later than 120 days from the day of entry of the order or judgment relied upon as a basis for nullification, to set aside this Agreement and the confirming Stipulation and Judgment.
- g. In the event this Agreement is nullified, and the confirming Stipulation and Judgment are set aside by the Court in the City v. TRPA case, then the parties agree that they shall be entitled to assert any claims, defenses, objections or contentions they had, or may have had, at the time of entering into this Agreement. Such contentions and objections include, but are not limited to, adequacy of the environmental documents, jurisdictional authority, status of noise thresholds under ANCA and the ADA, and sufficiency of Article V(g) findings for the Master Plan or related permits. In addition, if this Agreement is nullified, and the confirming Stipulation and Judgment are set aside, then the amendment of the TRPA noise thresholds contemplated by this Agreement shall be null and void and the 1982 TRPA single event noise thresholds shall be reinstated. The parties further agree that, if the 1982 TRPA single event noise thresholds are reinstated, their status under ANCA shall not be affected by the temporary and conditional implementation of the TRPA threshold amendment contemplated by this Agreement.
- X h. The terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their transferees, successors and assigns. The undersigned have permission and authority to sign this Agreement on behalf of their respective clients.
- X i. All parties shall bear their own costs and attorney's fees with respect to this Agreement and the pending litigation resolved by this Agreement.

- j. Any action to interpret or enforce the provisions of this Agreement, or the confirming Stipulation and Judgment, shall be brought in the United States District Court for the Eastern District of California and preferably as a part of the City v. TRPA case. Each party shall bear its own costs and attorneys' fees incurred with respect to such action.
- X k. This Agreement is entered into solely for the benefit of the parties and is not intended to, nor shall it be construed to, create any third party beneficiaries. Similarly, this Agreement is not intended to, nor shall it be construed to, expand existing liabilities or regulatory authority or create additional liabilities or regulatory authority on the part of any party. Other than the parties and their successors, no third person shall be entitled, directly or indirectly, to base any claim or have any right arising from or related to this Agreement.
- X l. This Agreement shall be governed by, and interpreted according to, the laws of the State of California.

DATE: \_\_\_\_\_

CITY OF SOUTH LAKE TAHOE

by \_\_\_\_\_

J. DENNIS CRABB  
CITY ATTORNEY

DATE: \_\_\_\_\_

TAHOE REGIONAL PLANNING AGENCY

by \_\_\_\_\_

SUSAN E. SCHOLLEY  
SPECIAL PROJECTS ATTORNEY

DATE: \_\_\_\_\_

LEAGUE TO SAVE LAKE TAHOE

by \_\_\_\_\_

E. CLEMENT SHUTE, JR.  
SHUTE, MIHALY & WEINBERGER

DATE: \_\_\_\_\_

CALIFORNIA ATTORNEY GENERAL'S OFFICE

by \_\_\_\_\_

KENNETH R. WILLIAMS  
DEPUTY ATTORNEY GENERAL

To Be Filled  
by Dennis Gra

SOUTH LAKE TAHOE AIRPORT  
(TVL)

CITY OF SOUTH LAKE TAHOE, CALIFORNIA

COMMERCIAL AIRLINE ACCESS PLAN  
AND  
AIRPORT REGULATION

( \_\_\_\_\_ 1, 1992 - \_\_\_\_\_ 31, 20\_\_ )

SECTION 1

GENERAL PROVISIONS

1.1 AUTHORITY

This document is the COMMERCIAL AIRLINE ACCESS PLAN AND AIRPORT REGULATION ("the Plan") for South Lake Tahoe Airport, South Lake Tahoe, California (TVL). This Plan is adopted by the City of South Lake Tahoe, California, in its capacity as the proprietor and certificated operator of *Lake Tahoe Airport*, and under the authority of federal law, and laws of the State of California, which *requires that* the City of City of South Lake Tahoe balance the needs of the Lake Tahoe community for adequate commercial air transportation facilities, and the desire of the local community for environmentally responsible air transportation operations at *Lake Tahoe Airport*.

This Plan further implements mitigation measures identified and adopted under the CALIFORNIA ENVIRONMENTAL QUALITY ACT (CALIFORNIA PUBLIC RESOURCES CODE

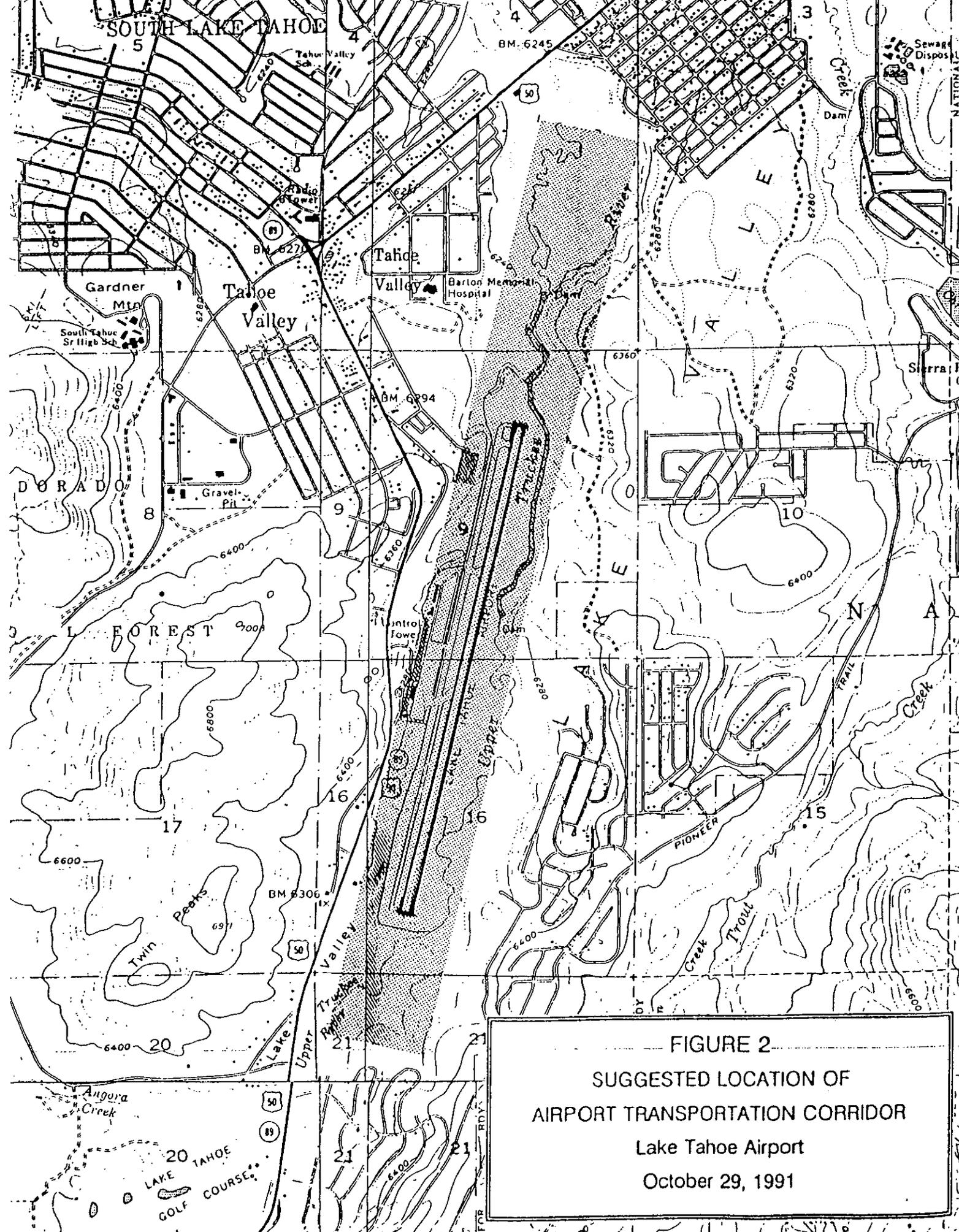


FIGURE 2  
 SUGGESTED LOCATION OF  
 AIRPORT TRANSPORTATION CORRIDOR  
 Lake Tahoe Airport  
 October 29, 1991

## Seat Allocation Formula

Year	Winter-Spring			Summer-Fall		
	Winter High 11/23 - 3/1	Spring Low 3/2 - 5/21		Summer High 5/22 - 9/15	Fall Low 9/16 - 11/22	
	11/23 - 12/22			5/22 - 6/21		
1						
2	Complete First Assessment			Implement First Assessment		
3	Complete Second Assessment			Implement Second Assessment		
4	Complete Third Assessment			Implement Third Assessment; Complete Fourth Assessment		
5	Implement Fourth Assessment; Complete Fifth Assessment			Implement Fifth Assessment; Complete Sixth Assessment		
N	Implement Assessment of Previous Winter; Complete Assessment of Previous Summer			Implement Assessment of Previous Summer; Complete Assessment of Previous Winter		