



AGENDA
CITY OF GUSTINE
AIRPORT COMMISSION
COUNCIL CHAMBERS, CITY HALL
352 5th STREET GUSTINE, CALIFORNIA
MAY 10, 2016 – 6:30 P.M.

CALL TO ORDER - PLEDGE OF ALLEGIANCE

ROLL CALL

Council Members: Vacant – Andersen – Marchese – Alexander – Vacant – Ex-Officio Anderson

PRESENTATIONS

1. **California Aviation Day Presentation**
Commissioner Tony Marchese

ORAL COMMUNICATIONS

Members of the audience may address the Airport Commission on any item that has been described in the notice for the meeting before or during consideration of that item and may step to the podium, state their name, and City of Residence for the record and make their presentation. Please limit presentations to five minutes.

Members of the public, who have questions regarding a specific agenda item, may comment on that item before consideration of that item, when recognized by the Chair.

CITY OF GUSTINE AIRPORT COMMISSION ADMINISTRATIVE AGENDA

1. **Minutes of the March 8, 2016 Regular Meeting**
Recommendation: Review and approve
2. **Minutes of the April 26, 2016 Special Meeting**
Recommendation: Review and approve
3. **Discussion and Direction: Airport Hangar Uses**
 1. Receive staff report
 2. Receive public comment
 3. Discuss and provide direction
4. **Consider Approving Volunteer Program for Airport Special Projects**
 1. Receive staff report
 2. Receive public comment
 3. Consider a motion to approve the Volunteer Program and associated forms

AIRPORT MANAGER REPORT

COMMISSIONER REPORTS

ADJOURNMENT

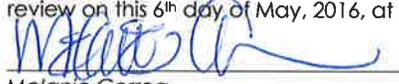
Note:

1. In compliance with the Americans with Disabilities Act, a disabled person requesting a disability-related modification or accommodation to participate in this meeting, must contact City Hall at (209) 854-6471 or (209) 854-2127 (fax). Requests must be made as early as possible, preferably one-full business day before the start of the meeting.

2. Any document provided to a majority of the City Council regarding any open session item on this agenda is available for public inspection during normal business hours at the front counter of City Hall located at 352 5th Street, Gustine, CA. Documents or writings received after the general distribution of the agenda are also available for inspection.

CERTIFICATION

I, Melanie Correa, Deputy City Clerk, do hereby declare under penalty of perjury that the foregoing agenda was posted at the Gustine City Hall, 352 5th Street, Gustine CA and made available for public review on this 6th day of May, 2016, at or before 5:00 p.m.



Melanie Correa

**MINUTES OF THE
GUSTINE AIRPORT COMMISSION
REGULAR MEETING
MARCH 8, 2016**

CALL TO ORDER - PLEDGE OF ALLEGIANCE

Chairman Andersen called the meeting to order at 6:30 P.M., and conducted the pledge of allegiance.

ROLL CALL

Commissioners: Andersen, Marchese, Alexander

Staff Present: Public Works Director/Airport Manager Kathryn Reyes, City Engineer Mario Gouveia, Project Manager Danny Reed

PRESENTATIONS

1. Airport Capital Improvement Project Presentation

Mario Gouveia and Danny Reed, Gouveia Engineering

City Engineer Gouveia gave a presentation of the Airport Capital Improvement projects.

ORAL COMMUNICATIONS

There was no oral communication.

CITY OF GUSTINE AIRPORT COMMISSION ADMINISTRATIVE AGENDA

1. Minutes of the February 9, 2016 Special Meeting

Recommendation: Review and approve

Chairman Andersen introduced the agenda item. Commissioner Alexander made a motion to approve the minutes. The motion was seconded by Commissioner Marchese, and carried 3-0.

2. Minutes of the February 9, 2016 Regular Meeting

Recommendation: Review and approve

Chairman Andersen introduced the agenda item. Commissioner Alexander made a motion to approve the minutes. The motion was seconded by Commissioner Marchese, and carried 3-0.

AIRPORT MANAGER REPORT

Public Works Director/Airport Manager Reyes advised of a meeting that Commissioner Marchese and City Manager Scully had with a charter company. She also advised on the status of the City Attorney's availability for a Brown Act presentation. The Commission recommended a special meeting to be held on April 26, 2016 to include City Attorney Nelson. She gave an update on the status of the application for the FAA grant. She reported of the recent server compromise, and the resulting data loss.

COMMISSIONER REPORTS

Commissioner Marchese advised on his meeting with City Manager Scully and Sterling Executive Charter. He also requested that staff request authorization from Council for the Airport Commission to revise the airport rules for airport uses.

Commissioner Alexander advised that he had several volunteers lined up once that program is finalized. He also advised of a furniture donation for the pilot's lounge. He lastly, thanked the City Engineer for his presentation.

Chairman Andersen advised that he had nothing to report.

ADJOURNMENT

Commissioner Alexander made a motion to adjourn the meeting. The motion was seconded by Commissioner Marchese, and carried 3-0. The meeting adjourned at 7:26 P.M.

ATTEST:

DEPUTY CITY CLERK

**MINUTES OF THE
GUSTINE AIRPORT COMMISSION
SPECIAL MEETING
APRIL 26, 2016**

CALL TO ORDER - PLEDGE OF ALLEGIANCE

Chairman Andersen called the meeting to order at 6:31P.M.

ROLL CALL

Commissioners: Andersen, Marchese, Alexander

Staff Present: Public Works Director/Airport Manager Kathryn Reyes, City Attorney Josh Nelson

ORAL COMMUNICATIONS

There was no oral communications.

CITY OF GUSTINE AIRPORT COMMISSION ADMINISTRATIVE AGENDA

1. Brown Act Update

Josh Nelson, City Attorney

City Attorney Nelson gave a thorough presentation on the Brown Act and it's relation to the Airport Commission. Throughout the presentation there were brief discussions that elaborated on different points.

2. Discussion and Direction: Airport Hangar Uses

1. *Receive staff report*
2. *Receive public comment*
3. *Discuss and provide direction*

Public Works Director/Airport Manager Reyes presented the staff report. There was no public comment. After some discussion, the commission moved to continue administrative item #2 to the next regularly scheduled meeting.

3. WORKSHOP: Airport Volunteer Projects

1. *Receive staff report*
2. *Receive public comment*
3. *Provide recommendations for airport Volunteer projects*

Public Works Director/Airport Manager Reyes presented the staff report. There was no public comment. There was some discussion, in which potential projects were discussed. Public Works Director/Airport Manager Reyes was directed to bring back draft volunteer rules at a future Airport Commission meeting.

ADJOURNMENT

Commissioner Alexander made a motion to adjourn the meeting. The motion was seconded by Commissioner Marchese, and carried 3-0. The meeting adjourned at 8:27 P.M.

ATTEST:

DEPUTY CITY CLERK



ITEM NO. 4

AIRPORT COMMISSION AGENDA ITEM

MAY 10, 2016

PREPARED BY: Kathryn Reyes, Airport Manager
SUBJECT: Volunteer Program for Airport

BACKGROUND/DISCUSSION:

At the Special Meeting conducted by the Airport Commission on April 26, 2016, the Commission expressed interest in staff developing a volunteer program for special projects at the Gustine Airport.

The main topics of discussion were:

1. Release of liability form
2. Identifying projects
3. Budget for projects

Staff has developed safety rules, a project proposal form and in working with the City Attorney, a Volunteer Release has been approved for all persons interested in volunteering.

RECOMMENDATION:

Staff recommends the Commission review and approve the safety rules, and project proposal forms.

EXHIBITS:

- A) New Project Proposal Form
- B) Airport Volunteer Program Safety Rules
- C) Volunteer Release, Waiver and Indemnity Release

APPROVED BY:


for SEAN SCULLY, CITY MANAGER

CITY OF GUSTINE

PO BOX 16 - 352 5TH STREET
 GUSTINE CA 95322
 OFFICE (209) 854-6471 – Fax (209) 854-2127
 www.cityofgustine.com



GUSTINE AIRPORT

New Project Proposal

This form is to be used to propose a project at the Gustine Airport.

Project Name:			
Project Type:		Request Submission Date:	
Project Sponsor:		Project Manager:	
Phone #		Phone #	
Funding Source:		Est. Start Date:	
Total Funds Requested:		Est. End Date	
Resources Identified and confirmed:		Project Supported By: (√ One)	Contractors: Volunteers: Other:
Project Overview:			
Names of Persons that will be working at the airport (volunteer waiver must be on file for each person)			
Project Justification:			
Describe Project: (What, When, Where, Who, How, Time Frame, e.g.)			
Project Approved By:			
		Approval Date:	

Project Name:			
Supplies requested:			
Notes:			
Project Reviewed By:			
Project Progress: (√ One)	Complete:	Incomplete:	If incomplete, new completion date:
Final Project Cost:	\$	If over budget, explain why	

Final Project Review: I have confirmed the project has been satisfactorily completed as per the project proposal. No further action is needed. Project is closed.

Name: _____ Signature: _____ Date: _____

CITY OF GUSTINE

PO BOX 16 - 352 5TH STREET

GUSTINE CA 95322

OFFICE (209) 854-6381 – Fax (209) 854-2998

www.cityofgustine.com



AIRPORT VOLUNTEER PROGRAM AND SAFETY RULES

1. Submit Project Proposal Form to Airport Manager or his/her designee
 - a. Projects can be submitted to:
City Hall
Attention: Airport Manager
352 5th Street
Gustine CA 95322
2. If volunteers are working on the project, a volunteer waiver must be on file with the Airport Manager for each volunteer.
3. Upon project approval Airport Manager will provide supplies (if necessary) to project manager
4. A safety meeting will be required before the start of each project
 - a. Safety Rules must be followed at all times
 - b. Personal safety equipment is required. Check with the project manager to determine what is necessary.
 - c. This form must be signed by each volunteer
5. Project will proceed with inspections as needed. Call 209-854-6183 for inspections
6. Airport Manager will review project upon completion and close project

Safety Rules

General information:

- These safety rules and information will help you maintain situational awareness while on the airfield or taxiway.
- More Information about FAA recommended practices are available at the pilots lounge.
- A runway incursion is defined as any occurrence at an aerodrome involving the incorrect presence of an aircraft, vehicle, or person on the protected area of a surface designated for the landing and takeoff of aircraft. Runway incursions are a serious safety concern and significantly impact safe operations of any airport. Incursions, which also can occur on taxiways although not considered runway incursions, have involved air carrier aircraft, military planes, general aviation aircraft, air traffic controllers, ground vehicles and pedestrians.

- Situational awareness is defined as being aware of your location on the airfield and how that location relates to your destination, other vehicles and aircraft. Maintaining situational awareness will help you avoid errors that lead to runway incursions. Runway incursions are a serious safety concern and it doesn't take much to be involved with one.
- Airport Basics: The **runway safety area** is an area surrounding the runway, and is measured from the runway ends and centerline. Much like the shoulder area on a highway, the runway safety area is intended for use by aircraft in emergency situations. This area should be clear of pedestrians, vehicles, and equipment any time aircraft are present. The **Apron/Taxiway areas** are the areas where aircraft travel, park, load and unload. Watch for moving aircraft in these areas at all times.
 - When you approach the runways and taxiways, STOP, LOOK both ways, and Listen for aircraft that are landing or taking off. Vehicle windows should be open to do this properly.
 - Always yield the right-of-way to taxiing aircraft and give them plenty of room. If an aircraft is headed toward you on the same taxiway, move out of the aircraft's way.
 - If an aircraft is about to land on a runway that you need to cross, stop well clear of the runway. Continue to yield to the aircraft until it has completely stopped.
 - Be aware that some aircraft at non-towered airports are not equipped with radios.
 - If you are in a vehicle, a yellow beacon and headlights should be on.
- Safety vests must be worn at all times while on Airport property
 - Other personal safety equipment may be required depending on specific task. Always check for appropriate personal safety requirements
- Foreign Object Debris can damage aircraft in seconds. Get in the habit of picking up trash and debris you notice. Avoid tracking mud and rocks onto the taxiway and runway surfaces.
- Report any accidents promptly to the Gustine Police Department 209-854-1010

I have read and understand these safety rules

Signature

Print Name

Date _____

Office Use Only
Airport Manager Review

_____ Date _____

**CITY OF GUSTINE
VOLUNTEER RELEASE, WAIVER AND INDEMNITY AGREEMENT**

I request to volunteer my services to the City of Gustine, a municipal corporation ("CITY"), for civic, charitable and humanitarian reasons. I hereby acknowledge, understand and agree that by participating as a volunteer, including entering CITY premises and facilities, I may be exposed to risks of damage to my person or property, including but not limited to, illness, injury to my person or personal property, accident or death. I understand, acknowledge and agree that such damage may be caused, either directly or indirectly, in whole or in part, by my participation as a volunteer.

I HEREBY AGREE that I am fully aware of the risks and hazards inherent in participating as a volunteer and I agree to accept and assume full responsibility for any and all risks of damage, injury, illness or death resulting to me or my property while participating as a volunteer. _____ **(Initial)**

I HEREBY AGREE, in consideration for the CITY allowing me to participate as a volunteer, that I, my personal representatives, heirs, next-of-kin and assigns (collectively the "Releasors") hereby release, waive, discharge and covenant not to sue the CITY and its officials, officers, employees, volunteers and agents, from and for any and all liability for any loss or damage to me or the other Releasors, and from and for any claim or demands therefore on account of injury to the person or property of me or the other Releasors, including illness and death, whether caused by the negligence of me or the other Releasors or otherwise while I participate as a volunteer, **whether the risks are known or unknown to me.** _____ **(Initial)**

I HEREBY AGREE to defend, indemnify, save and hold free and harmless the CITY and its officials, officers, employees, volunteers and agents from any and all liability from loss, damage, cost or injury, including wrongful death, to any property or persons, including third parties, in any manner arising out of or incident to any acts, omissions or willful misconduct of me while I participate as a volunteer, including without limitation the payment of attorneys' fees. Further, I shall defend at my own expense, including attorneys' fees, the CITY and its officials, officers, employees, volunteers and agents in any action or proceeding, legal, administrative or otherwise, based upon such acts, omissions or willful misconduct. _____ **(Initial)**

I HEREBY AGREE that I shall not be considered an employee of the CITY for any purpose, including, but not limited to, retirement benefits, health benefits, seniority, sick leave and vacation leave. I may, however, at the CITY's exclusive option (indicated by resolution) be covered by the CITY's workers' compensation insurance. _____ **(Initial)**

I HEREBY AGREE that this release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. _____ **(Initial)**

I HEREBY AGREE that I have read and voluntarily signed this release, waiver and indemnity agreement, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made. _____ **(Initial)**

I HEREBY AGREE that this release, waiver and indemnity agreement shall be binding on me and my personal representatives, heirs, assigns and next-of-kin. _____ **(Initial)**

I HEREBY AGREE and acknowledge that I will abide by all CITY rules, procedures, policies, safety requirements and instructions given to me by any and all CITY personnel during my participation as a volunteer. _____ **(Initial)**

I HAVE CAREFULLY READ, UNDERSTAND, ACKNOWLEDGE AND AGREE TO THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT. I UNDERSTAND THAT I AM GIVING UP VALUABLE LEGAL RIGHTS BY SIGNING THIS RELEASE, WAIVER AND INDEMNIFY AGREEMENT, AND THAT THIS AGREEMENT REPRESENTS A CONTRACT BETWEEN MYSELF AND CITY. I HAVE AGREED TO SIGN THIS AGREEMENT OF MY OWN FREE WILL.

I UNDERSTAND THAT I MAY SEEK THE ADVICE OF AN ATTORNEY IN ANY MATTER CONNECTED WITH THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT BEFORE I SIGN THIS AGREEMENT. I UNDERSTAND THAT I MAY CALL AN ATTORNEY REFERRAL SERVICE OR LEGAL AID OFFICE IN ORDER TO OBTAIN AN ATTORNEY OR LEGAL ADVICE.

I understand that volunteers are urged to carry insurance (life, disability) and the appropriate hospitalization insurance before volunteering.

Date: _____

Volunteer's Signature

Date: _____

**Signature of Parent or Legal Guardian
(If Volunteer is a minor)**

Reviewed and Accepted by:



ITEM NO. 3

AIRPORT COMMISSION AGENDA ITEM MAY 10, 2016

PREPARED BY: Kathryn Reyes, Airport Manager
SUBJECT: Hangar Uses

BACKGROUND/DISCUSSION:

This item has been continued for further discussion from the April 26, 2016 Special meeting of the Airport Commission.

The City of Gustine currently operates a public airport which includes leasing hangars to house aircraft. This staff report is brought before the Gustine Airport Commission to consider the uses that are allowed under the Airport Rules and Regulations and Gustine Zoning and Subdivision Code, and determine if any changes would benefit the Airport.

Generally, hangar uses for the storage of aircraft is an Airport Policy enforced by the Airport Manager with lease agreements with the tenants. Other uses for existing hangars or Airport zoned land are allowed based on the Gustine Zoning and Subdivision Code Section 4-26-020 through 4-26-070. Uses that are allowed after obtaining a use permit from the planning commission include:

- Caretaker quarters
- Accessory retail uses
- Gas station
- Restaurant, café, coffee shop
- Airport and related facilities
- Various utility installations

Changes can be made to allow or reduce uses if ideas are presented to the City Council and then to the Planning Commission for approval. Any changes would require an amendment to the Gustine Zoning and Subdivision Code Section 4-26-020 through 4-26-070.

RECOMMENDATION:

Staff recommends the Airport Commission consider Gustine Zoning and Subdivision Code Section 4-26-020 through 4-26-070 for allowable uses on Airport zoned land and determine if changes should be recommended to the Planning Commission or City Council.

EXHIBITS:

- A) Airport Rules and Regulations
- B) Basic hangar lease agreement
- C) Gustine Zoning and Subdivision Code Article 2 Chapter 4-26-020 through 4-26-070 including table 2-7

APPROVED BY:

for SEAN SCULLY, CITY MANAGER

Gustine Municipal Airport

Rules and Regulations

Approved and Adopted
by the City Council
October 20, 2003

Recommended for approval
by the Airport Commission
November 12, 2002

RULES AND REGULATIONS

The following rules and regulations shall be observed in the use, operation and conduct of the Gustine Municipal airport.

(1) Rule 1. *The federal air traffic rules.* The Federal air traffic rules promulgated by the Federal Aviation Administration (FAA) for observance by aircraft operated anywhere in the United States, and presently or hereafter effective, are hereby referred to, adopted and made a part of this article as though fully set forth and incorporated in this section.

(2) Rule 2. *Safeguard of persons and property.* The airport manager shall at all times have authority to take such action as may be necessary to safeguard any person, aircraft, equipment or property at the airport.

(3) Rule 3. *Nonaviation activities.* All leased property and all buildings or structures erected on leased property will only be used commercially for aviation related activity. Hobby or recreation activities can be done within a rented or released hangar, provided that the principal activity is aviation related. Outside storage of nonaviation equipment, such as automobiles, boats or farm equipment, or conducting of nonaviation business on the airport is prohibited.

(4) Rule 4. *Unauthorized signs.* No signs or equipment or portable buildings or house trailers may be erected, moved in or installed on the airport property, except as may be specifically authorized by the airport manager.

(5) Rule 5. *Surreptitious activities.* Any person observing suspicious, unauthorized or criminal activities shall report such activities immediately to the airport manager, police or officers of the department of public safety, or other peace officer.

(6) Rule 6. *Wrecked aircraft.* Every aircraft owner, pilot or agent shall be responsible for notifying the Federal Aviation Administration (FAA), if required by FAA Regulations and for the prompt removal from the operational areas of the airport, under the direction of the airport manager, of disabled or wrecked aircraft. Additionally, disabled or wrecked aircraft shall be stored in hangars or shall be screened from view by an approved fence or other structure.

(7) Rule 7. *Repairs to aircraft.* No aircraft shall be repaired on any part of the landing or take off area, and all outside repairs shall be made at the places designated by the airport manager for such purpose.

(8) Rule 8. *Agricultural operations.* With the prior written consent of the city council, agricultural spraying operations will be conducted in accordance with procedures approved by the airport manager and made known to all persons conducting agricultural spraying operations. Such operations shall be conducted only on the designated airport areas, and shall not include reckless flying or careless chemical handling. Agricultural operators shall be required to follow all established rules and regulations including conforming to the established flight pattern for landings and takeoffs. Chemicals used in agricultural flying operations shall be dispersed, maintained, stored, the dispensing area cleaned and empty chemical containers promptly disposed of or stored in accordance with the standards set by the Environmental Protection Agency (EPA), state department of water resources, state department of agricultural, state health resources and the airport manager. Washing of agricultural aircraft and flushing of AG aircraft spray tanks will be accomplished in accordance with the standards set by the EPA, state department of water resources, and state health resources in an area so designated by the airport manager. Because of the hazard of such operation, the city shall

require each agricultural spray operator to post a \$2,000,000.00 bond or proof of insurance in the amount of \$2,000,000.00 with the city as an additional named insured.

(9) Rule 9. *Damage to airport.* Any person, corporate or individual and the owner and/or pilot of any aircraft causing damage of any kind to the airport, whether through violation of any of these rules or through vandalism or any act of negligence, shall be liable therefore in and to the city.

(10) Rule 10. *Injury to person.* Persons entering upon airport grounds do so at their own risk with no liability incurring to the city for any injury or damage to person or property. Further, any person desiring to use the airport shall observe and obey all valid laws, resolutions, orders, rules and regulations promulgated and enforced by the city, or by any other authority having jurisdiction over the conduct and operation of the airport including the FAA.

(11) Rule 11. *Licensed pilots.* Only persons with certification issued by FAA or designate shall operate an aircraft for the purpose of flight, which shall be properly registered. This limitation shall not apply to students in training under licensed instructors, nor to public aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft.

(12) Rule 12. *Prohibited operations.* Due to the nature of operations at the airport, i.e. high annual operation pilot training program; the operation of hot air balloons, hang gliders and parachutes is prohibited. This prohibition shall not apply to special events, such as airshows, if specific permission is given by the airport manager, or to emergency operations.

(13) Rule 13. *Intoxicants and narcotics.* No person under the influence of an intoxicant or narcotic shall operate any aircraft upon the Gustine Municipal Airport

(14) Rule 14. *Debris.* No bottles, glass, cans, or other litter shall be left or broken upon the floor of any building or upon any part of the surface area of the airport. No fuel, oil, solvent, acid or paint shall be dumped in sanitary or storm sewers, ditches or anywhere on airport property.

Rules for ground operations shall be as follows:

(1) Rule 15. *Air and ground traffic; vehicular traffic.* All vehicular traffic shall be confined to the roads and streets, and shall not be operated at a speed in excess of ten miles per hour. vehicles used by the city or other authorized personnel to check the landing area will have an amber flashing rotating light on the top of the vehicle or an approved yellow and black-checked flag attached to the vehicle. Motorized vehicles are prohibited from the runways and taxiways without specific authorization from the airport manager. Vehicular traffic shall not be allowed on the aircraft apron except for fuel trucks and passenger/cargo loading and unloading.

- (2) Rule 16. *Fueling of aircraft.* Regulations governing the fueling of aircraft are as follows:
- a. Aircraft shall not be fueled while the engine is running or while in a hanger or other enclosed place.
 - b. All aircraft will be positively grounded when being serviced with fuel. Aircraft being serviced by a fuel truck will be grounded to the fuel truck, and the fuel truck will be positively grounded.
 - c. The pilot and passengers will exit the aircraft, and the aircraft will be unoccupied during fueling operations.

d. Aircraft fuel trucks will be equipped, operated and maintained in accordance with National Fire Protection Association, Incorporated NFPA Manual 407 "Aircraft Fuel Servicing."

e. Persons or aviation businesses wishing to supply and dispense aviation fuel for their private use must first obtain permission from the city. Private fueling facilities must be located on leased property and the fueling system installed and fuel dispensed in accordance with the aircraft fueling rules and directives and the city fire code.

f. No outside fuel sales allowed.

(3) Rule 17. *Tiedown of aircraft.* Regulations governing tiedown of aircraft are as follows:

a. All aircraft not hangared shall be tied down.

b. Aircraft are to be tied down only on the paved ramp or within leased property of an FBO. Tiedown of aircraft on airport property outside of the ramp or FBO leased property is prohibited.

(4) Rule 18. *Running aircraft engines.* Regulations governing the running of aircraft engines are as follows:

a. If not equipped with adequate brakes, the engine shall not be started in an aircraft until and unless the wheels have been set with blocks attached to ropes or other suitable means for removing them.

b. No airplane will be propped, started or left running, unless properly secured.

c. No aircraft engine shall be started or run inside any building.

d. Aircraft operators should exercise care to ensure that engines are started, run or warmed up in an area that will limit the effects of the propeller stream or jet blast upon all buildings and groups of people in the observation areas and path of the aircraft.

(5) Rule 19. *Damage to runway lights.* Any person damaging any field light or fixture by operation of an aircraft or other wise shall immediately report such damage to the airport manager. Persons causing damage to runway and taxiway lights will be liable for replacement cost of the lights.

(6) Rule 20. *Taxiing aircraft.* Rules governing the taxiing of aircraft are as follows:

a. No person shall taxi an aircraft until he has ascertained there will be no danger of collision with any person or object in the immediate area.

b. Aircraft will be taxied at a safe and prudent speed, and in such a manner as to be at all times under the control of the pilot.

c. Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft unless an attendant is at a wing of the aircraft to assist the pilot.

d. Aircraft shall not taxi onto the runway from the ramp and taxiway area until the pilot has determined that he will not interfere with aircraft approaching to land or on the ground in takeoff position, as outlined in Federal Aviation Regulations (FAR).

e. There shall be no taxiing of aircraft by engine power into or out of hangars.

(7) Rule 21. *Parking aircraft.* Regulations governing the parking of aircraft are as follows:

a. Unoccupied aircraft shall not be parked or tied down on or within 250 feet of the centerline of a runway, and all unhoused aircraft shall be parked in the areas designated by the airport manager for that purpose.

b. Aircraft will not be tied down within 50 feet of an aircraft fueling station.

c. Aircraft will not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the airport manager as an emergency measure.

d. It is the responsibility of the pilot when leaving a parked aircraft unattended to see that the brakes are set or that the plane is properly choked and/or tied down.

(8) Rule 22. *Loading/unloading aircraft.* Pilots are prohibited from loading or unloading passengers and/or cargo with the engine running.

Rules for landings and takeoffs are as follows:

(1) Rule 23. *Authority to suspend operations.* The airport manager may suspend or restrict any or all operations whenever such action is deemed necessary in the interest of safety, provided operations under IFR conditions may be continued by properly rated pilots following appropriate flight rules.

(2) Rule 24. *Unicom.* All pilots of radio-equipped aircraft are encouraged to call on the local unicom frequency to determine the active runway and to announce their position and intentions for takeoff and landing.

(3) Rule 25. *Takeoffs on apron, parking ramp or taxiway.* No airplane takeoffs or landings shall be made on the apron, parking ramp or taxiway.

(4) Rule 26. follows:

a. Pattern altitude shall be 800 feet AGL, with a left hand pattern on all runways, as shown on exhibit A which is on file in the city secretary's office.

b. Only full stop landings or touch and go landings are allowed. No stop and go landings are allowed.

c. All radio equipped aircraft should monitor and transmit their intentions on the appropriate unicom frequency.

d. All pattern departures should continue straight out, or exit with a 45-degree left or right turn beyond the departure end of the runway after reaching 500 feet AGL.

e. All pattern entries should be made on the downwind leg, at midfield of the active runway at a 45 degree angle to the downwind leg, as shown on exhibit A which is on file in the city secretary's office.

f. No overhead entries, straight-in approaches, or entries on the base leg are permitted.

g. If a go-around is necessary, climbout should be straight out of departure of the active runway, keeping the traffic in sight. Climbout shall be to 800 feet AGL, and reentry of the traffic pattern.

h. It is recommended that the navigation lights, strobes and beacons be turned on at all times, and landing lights shall be used when on the final approach, takeoff and climbout.

(5) Rule 27. *Common courtesy.* Aircraft entering the traffic pattern shall exercise caution and practice courtesy so as not to cause aircraft already in the pattern to deviate from their course. After touchdown, aircraft shall exit the runway onto the taxiway at the earliest possible opportunity.

(6) Rule 29. *Aircraft altitude.* Any aircraft within three nautical miles of the airport at an altitude of less than 1,200 feet above the ground with the intent of landing at Gustine municipal airport shall conform to the flow of traffic. All aircraft shall establish the pattern altitude of 800 feet AGL before entering the traffic pattern, and shall not deviate from this altitude, except in an emergency, until descent for a landing is necessary.

(7) Rule 30. *Altitude and noise of engines.* No aircraft shall be operated over the city at an altitude of less than 1,000 feet above the ground unless situated in the traffic pattern with the intention of landing or takeoff at the airport. Aircraft engines shall not be accelerated nor decelerated while over the city in such manner as to distract, excite or disturb persons on the ground, regardless of altitude. This prohibition shall not apply to those operators who fly at lesser altitudes under a waiver from the Federal Aviation Administration.

(8) Rule 31. *Student training and practice flying.* Rules governing student training and practice flying are as follows:

a. Flight instructors shall inform students and themselves on all rules and regulations in effect at the airport.

b. Aircraft shall not be permitted to remain on the runway for the purpose of instructing students, and should make every effort to clear the taxiway and runup pad, when stopped for the purpose of instruction, to allow taxiing aircraft to pass.

c. No intersection take-offs.

(9) Rule 32. *Special procedures.* The airport manager may, in the interest of safety, designate special traffic procedures for certain operations, such as air shows, banner towing and other special activities that could interfere with normal operations at the airport.

(10) Rule 33. *Fire regulations.*

a. The fire code of the city adopted is hereby incorporated and made a part of this article, as fully as if copied at length in this section.

b. Where there exists a conflict between any regulations limitations or penalties prescribed in the fire code, and any other building or fire prevention codes of the city, or any other provisions of this Code, the more stringent limitation or requirement shall govern and prevail.

Minimum standards for all operators.

The following standards shall apply to all operators, in addition to the rules and regulations for the operation of the Gustine Municipal Airport.

(1) *Term of lease.* The lease shall be for a term not less than one and not more than 30 years, with other terms and conditions to be negotiated, commensurate with the operator's financial investment in his facility.

(2) *Qualifications of operator: experience.* The operator, or a supervisory employee, shall have had at least five years' experience in the aeronautical service it wishes to provide. Should an operator not have such experience, but can demonstrate to the owner's satisfaction that he has had equivalent related experience, such experience may be deemed acceptable. A statement of qualification shall accompany the operator's letter of intent to the airport owner.

(3) *Financial qualifications.* Any operator seeking to conduct aeronautical services at the airport must provide the owner a letter setting forth the operator's financial qualifications, to the owner's satisfaction, from a financial institution doing business in the area, or other such source that may be readily verified through normal banking channels. The operator must also demonstrate that it has the financial ability or backing, where applicable, for the construction of facilities that may be required for the proposed concept of operation. In addition, the operator will provide proof of current financial net worth showing that applicant holds unencumbered liquid assets in a total amount at least equaling three months estimated maintenance and operating expenses.

(4) *Evidence of insurance coverage.* All operators shall demonstrate to the owner's satisfaction evidence of insurance coverage as stipulated in the hangar lease agreement.

The operator shall furnish, annually, a completed insurance certificate to the owner, which shall be completed by an agent authorized to bind the named underwriter to the coverage limits and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated therein. The owner reserves the right to review the insurance requirements of this section during the effective period of operations and to adjust insurance coverages and their limits when deemed necessary and prudent by the risk manager for the owner, based upon changes in statutory law court decisions or the claims history of the industry as well as the operator. The owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion or revision or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies). Upon such request by the owner, the operator shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. The operator agrees that with respect to the above-required insurance all insurance contracts and certificates of insurance will contain the following provision:

- a. Provide for ten days' notice of cancellation to the owner for nonpayment of premium, material change or any other cause.
- b. Provide for a notice to the owner at the address shown below by registered mail.
- c. Provide that all provisions of the lease concerning liability, duty and standard of care, together with the indemnification/defense provision below, shall be underwritten by contractual coverage sufficient to such obligations within applicable policies.

d. The operator shall notify the owner in the event of any material change in coverage and shall give such notices not less than ten days prior to the change, which notice must be accompanied by a replacement certificate of insurance. All notices shall be given to the owner at the following address:

City of Gustine
Attention **Airport Manager**
P.O. Box 16
Gustine, California 95322

e. The permittee agrees to fully indemnify, save and hold harmless the owner against any and all claims, losses, costs and expenses, including costs or expenses incidental to the investigation and defense of the same, based upon or arising out of damage or injuries to any and all persons or their property resulting from the use or occupancy of the property by the operator, or from the acts of omissions of the operator; provided, however, that this subsection shall not create any right to indemnification for any injury, claim or loss occasioned by the sole negligence of the owner.

f. It is further provided that the owner shall give to the permittee prompt and reasonable notice of any such claims or actions, and the operator shall have the right to investigate, compromise, and defend the same to the extent of its own interest. This subsection shall not create any cause of action in favor of any third party against the owner or operator, nor shall it enlarge in any way the liability of the owner or operator, this subsection being intended solely to provide for indemnification of the owner from liability for damage to third persons or property as set forth in this subsection.

Subsection (4) of this section is representative of coverages commonly needed. However, the operator should consider having a thorough risk analysis conducted by a competent insurance professional to guarantee proper coverage.

(5) *Required inclusions for leases for ground space and contracts for business.* Each lease for ground space and contract for business at the airport entered into by the owner shall include each of the following as are required by state and federal governments: of the following as require each lease for ground space and contract.

- a. Fair and nondiscriminatory provisions;
- b. Affirmative action assurances;
- c. Civil rights assurance;
- d. Nonexclusive rights provisions; and other mandated provisions.

Lease policies

It is the policy of the city to make the **airport** available for public use on fair and reasonable terms, and without unjust discrimination, to all types, kinds and classes of aeronautical uses. All leases granted at the **airport** must comply with leasing policies established by the owner. The following policies are in addition to the minimum requirements as outlined in section.

- (1) All site development at the **airport** must meet or exceed city zoning, building and environmental regulations.

- (2) An existing operator providing a single service who wishes to engage in additional services must meet the minimum standards as outlined in section.
- (3) Fees for leasing activity are established by the city council. Airport revenues are dedicated to the continued operation and development of airport facilities.

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into in the County of Merced, State of California, to be effective as of January 01, 2003 ("Effective Date"), by and between the CITY OF GUSTINE, a municipal corporation of the State of California ("City") and ("Lessee").

RECITALS

WHEREAS, the City owns and operates a municipal airport ("Airport") located on Highway 140, in Gustine, California;

WHEREAS, the City owns hangars at the Airport that it leases to Lessees for the storage of airplanes;

WHEREAS, Lessee desires to lease a hangar from the City pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows.

AGREEMENT

1. Lease of Hangar. Lessee shall lease from the City that certain hangar identified as Hangar # (the "Hangar"), located at the Airport for the storage of Lessee's airplane, and for no other purpose. Lessee acknowledges that Lessee has examined the Hangar and accepts same, subject to all applicable Laws (defined below), in its present "AS IS" condition without any representation or warranty of any kind, express or implied in fact or by law, all of said representations and warranties being hereby expressly disclaimed by City. City shall have no obligation to construct any improvements on the Airport or otherwise for the benefit of Lessee. Lessee has independently investigated and is satisfied that the Hangar and the Airport are and will be suitable for Lessee's intended use. As used in this Lease, "Laws" means all applicable municipal, county, state and federal and other governmental laws, statutes, ordinances, orders, requirements, rules and/or regulations, including without limitation all building, fire, construction and safety codes and zoning regulations and requirements.

2. Lease Term. Commencing on the Effective Date, the City shall lease the Hangar to Lessee for a period of one (1) years. After such one (1) year lease term (on December 31, 2003), the lease shall automatically terminate without further notice unless the parties have negotiated and signed a written extension of the lease term.

3. Rent. Lessee shall pay to City as monthly rent ("Monthly Rent") during the Term the following sums:

Rent: \$ & Maintenance Fee \$38.00 .

Monthly Rent shall be paid in advance beginning on the Effective Date, and on the first day of each and every month thereafter during the Term, at the office of City set forth by Resolution by the City Council.

All taxes, charges, costs and expenses which Lessee is required to pay hereunder, and all damages, costs and expenses which City may incur by reason of any default of Lessee or failure on Lessee's part to comply with the terms of the Lease, shall be deemed to be additional rent and in the event of nonpayment by Lessee, City shall have all the rights and remedies with respect thereto that City has for the nonpayment of Monthly Rent.

All rent shall be payable in current legal tender of the United States. Payment may be tendered by check, but payment shall not be deemed made unless such check has been honored by the drawee bank. The tender of payment by check within the time provided shall be deemed sufficient to meet any due date only if the check is subsequently honored by the drawee bank and City subsequently receives the legal tender required by this Lease. Any subsequent dishonor and non-receipt shall constitute a default of this Lease. The extension of time for the payment of any installment of rent, or the acceptance by City of any money other than of the kind herein specified, shall not be a waiver of the right of City to insist on all other payments of rent to be made in the manner and at the time herein specified. The acceptance by City of a past due installment payment shall not waive the City's right to any other default or breach of the Lease. The rent herein specified shall be net to City and such payment shall not be subject to any abatement, deduction, demand or off set (except as otherwise expressly provided in this Lease).

Rent not paid on the due date shall bear interest at the Stipulated Rate commencing on the first day after its due date. "Stipulated Rate" shall mean a late fee of \$35.00.

In addition to the Rent, a MAINTENANCE FEE is also required, and subject to change. The MAINTENANCE FEE is an evaluation of operational costs to maintain the airport. The MAINTENANCE FEE is subject to adjustments without consent of lessee. The current maintenance fee at the commencement of this lease \$38.00 per month.

4. Use. Lessee shall use the Hangar solely for the storage of Lessee's Primary Aircraft (defined below), and incidental equipment and personal property related thereto, within the Hangar. In its use of the Airport and Hangar, Lessee shall comply with the requirements described on Exhibit A attached hereto, and with any other Airport rules, regulations and security requirements now or hereafter in effect from time to time ("Airport Rules"). Lessee agrees to keep the Hangar in good repair and condition and shall be solely responsible for any and all repairs to and the maintenance of the Hangar during the term of this Agreement, except as otherwise specifically provided in Paragraph 10. In the event that the City determines that it must make repairs to the Hangar to protect the value thereof, the City shall be permitted, but shall not be obligated, to make such necessary repairs and shall be promptly reimbursed by Lessee for its actual cost of repairs, upon submission of an invoice of costs incurred, provided such repairs were the responsibility of Lessee. The failure of Lessee to reimburse the City within thirty (30) days of receipt of such invoice shall constitute a default under this Agreement, entitling the City to terminate the Lease. In no event shall Lessee conduct any commercial enterprise on or about the Airport or Hangar. Lessee has designated on Exhibit B attached hereto aircraft to occupy the Hangar (the "Primary Aircraft"). Lessee shall own the Primary Aircraft in whole or in part. City at its sole discretion may waive the ownership requirement in the case of leased aircraft. Lessee may change or increase the designated Primary Aircraft from time to time by giving City not less than thirty (30) days prior notice. The number of Primary Aircraft to be stored in the Hangar shall not exceed an amount that can be safely stored in the City's reasonable determination, based on the size of such aircraft.

5. Compliance with Laws. Lessee shall comply with all Laws now or hereafter in effect affecting the Airport or Hangar or Lessee's use or occupancy thereof, including without limitation required structural alterations.

6. Hazardous Material. Lessee shall not cause or permit any Hazardous Materials to be brought upon, generated, stored, disposed of or used in or about the Airport or Hangar by Lessee, its agents, employees, contractors, or invitees (collectively, "Lessee's Agents"), without the prior written consent of City, except for (i) fuel contained in the Primary Aircrafts' fuel tanks, and (ii) other materials typically used for the operation, care and maintenance of the Primary Aircraft, including hydraulic fluids and oils (which fuel and materials shall be used, disposed of, and stored in a manner that complies with all Laws). If Hazardous Materials have been used, generated, disposed of, or stored in or about the Airport or Hangar during the term of this Lease, City may, at its election, have an environmental assessment performed of the Airport, Hangar and surrounding areas, at Lessee's expense, at any time during the term or following Lease termination. Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials caused by Lessee or Lessee's Agents, shall be promptly and thoroughly cleaned and removed by Lessee at its sole expense, and any such spill, release, discharge, emission or disposal shall be promptly reported in writing to City, and to any other appropriate governmental regulatory authorities.

- If:
- (i) Lessee breaches the obligations stated in this Paragraph;
 - (ii) the presence of Hazardous Materials on or about the Airport or Hangar caused or permitted by Lessee or Lessee's Agent's results in contamination of the Airport or Hangar or any other property, or
 - (iii) contamination of the Airport, Hangar or any other property otherwise occurs for which Lessee is legally liable to City for damage resulting there from,

then Lessee shall indemnify, defend with counsel reasonably acceptable to City, and hold City and City's agents, officers, employees and volunteers harmless from any and all liens, demands,

claims, judgments, damages, penalties, fines, costs, liabilities, and losses (including, without limitation, diminution in value of the Airport and Hangar, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Airport or Hangar, damages arising from any adverse impact on marketing of space, sums paid in settlement of claims, attorneys' fees, consultant fees, expert fees, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials present on or about the Airport, Hangar or any other property) which arise during or after the term as a result of such contamination. Without limiting the foregoing, if the presence of any Hazardous Materials on or about the Airport or Hangar caused or permitted by Lessee or Lessee's Agents results in any contamination of the Airport, Hangar or other property, Lessee shall promptly take all actions at its sole expense as are necessary to return the Airport, Hangar and other property to the condition existing prior to the introduction of any such Hazardous Materials; provided that City's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Airport, Hangar or other property.

"Hazardous Material" shall mean any hazardous, explosive or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government as posing a risk or potential risk to health or safety. The term "Hazardous Materials" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste" "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or is listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous

Materials Release Response Plan and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) listed under Division 21.5 or defined as hazardous or extremely hazardous pursuant to Division 22 of Title 26 of the California Code of Regulations, (viii) designated as a "toxic pollutant" pursuant to Section 307 of the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., as amended), (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), or (x) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Action of 1980, as amended, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

The provisions of this Paragraph 7 shall survive Lease termination.

7. Improvements. Lessee shall not erect any buildings, structures or other improvements upon, about the Airport, on, or about the Hangar without the prior written consent of the City. Lessee agrees to notify the City at the time any improvements are begun so that the City may post and record Notices of Nonresponsibility. Lessee agrees not to permit any liens to be placed upon the Hangar, the Airport or any other City property by reason of any improvements, which he may make thereon and further agrees to hold City harmless from any liability or liens therefore.

8. Reservations and Exceptions. This Lease is subject and subordinate to any conditions, reservations, limitations, provisions or terms imposed upon the Hangar or the Airport as contained in any grant (including without limitation any monetary grant or loan), permit, or other recorded document. If any such condition, reservation, limitation, provision or term shall prevent this Lease from continuing in full force and effect, either party shall have the option to terminate this Lease immediately (and at any time) without liability, by giving written notice of termination to the other.

9. Subordination of Lease to Requirements of the Federal Aviation

Administration. This Lease shall be subject and subordinate to the provisions of any existing or future agreement between City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport. In connection therewith, City has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and activities of its contractors, Lessees and permittees thereon. The performance by Lessee of the covenants, promises and obligations contained in this Lease is therefore a special consideration and inducement to this Lease. Lessee further covenants and agrees that if the administrator of the FAA, or any other governmental official or body having jurisdiction over the enforcement and the obligations of City in connection with Federal or State aid, shall make any orders, recommendations or suggestions respecting the performance by Lessee of its obligations under this Lease, Lessee shall promptly comply therewith, at the time or times when and to the extent that City may direct.

10. Maintenance of Hangar. Lessee shall repair and maintain the Hangar in good order and repair and keep it in a neat, safe, clean and orderly condition. Such obligation shall include, but not be limited to, the prevention of the accumulation of any refuse or waste materials, which might be or constitute a fire hazard or a public or private nuisance. Lessee shall not store or permit to be stored or otherwise place any material of any nature whatsoever outside of the Hangar. In no event shall City have any repair or maintenance responsibility for the Hangar. Notwithstanding the foregoing, Lessee shall not be responsible for the repair of any damage to the Hangar caused by aircraft or vehicles that are not owned or operated by Lessee or under Lessee's control, including damages caused by vehicles or transient aircraft parked adjacent to the Hangar. If Lessee does not properly repair and/or maintain the Hangar, City may cause to have such repair and maintenance made and invoice Lessee for the repair and maintenance completed. Said costs shall be due from Lessee immediately upon delivery of the invoice.

11. Signs. Lessee shall not, without City's written consent (which may be

withheld in City's sole discretion), place or erect any sign of any nature on any part of the Airport or Hangar. At Lease termination, any sign placed on the Airport or Hangar shall be removed by Lessee at Lessee's own expense, and Lessee shall repair any damage to the Hangar or Airport caused by such removal.

12. Quiet Possession. Lessee, upon paying rent and observing the conditions and terms of this Lease, shall have during the term peaceful and quiet enjoyment and possession of the Hangar, except as otherwise set forth in this Lease.

13. Right of Entry and Access. City reserves the right to enter the Hangar at reasonable times for the purpose of: (i) inspecting the Hangar, (ii) cleaning, repairing, maintaining, altering or improving the Hangar as City may deem necessary, (iii) abating any nuisance or hazardous condition on or about the Airport or Hangar, (iv) preserving and/or protecting the Hangar, (v) monitoring and/or testing for Hazardous Materials, (vi) posting and keeping posted thereon notices of non-responsibility as required or permitted by any Law, (vii) showing the Hangar to City's existing or potential successors, lenders or purchasers, and/or during the continuance of any Lessee default and during the last six months (6) of the term exhibiting the Hangar to prospective Lessees. It is understood and agreed that the entry and access may affect the use of the Hangar from time to time. City shall use reasonable efforts to coordinate any anticipated access with Lessee so as to minimize the effect of any disruption of Lessee's enjoyment and use of the Hangar. Notwithstanding the foregoing, City shall not be liable for any inconvenience, disturbance or other damage arising out of City's permitted entry onto the Hangar, nor shall Lessee be entitled to any abatement or reduction of rent as a result of such entry. Nothing contained in this Lease shall create or imply any duty on the part of City to make any inspection or perform any work, except as otherwise expressly provided in this Lease. The right of access and entry reserved herein does not impose, nor does City assume by reason thereof, any responsibility for the care, maintenance or supervision of the Hangar.

14. Taxes. Lessee agrees to pay all property taxes, if any, assessed against his interest in the Hangar and this lease, and to indemnify and hold the City harmless from such

taxes. In this regard, Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxation and that Lessee may be subject to the payment of property taxes levied on such interest.

15. Utilities. Lessee agrees to pay all utility bills, if any.

16. Assignment or Subletting by Lessee. Lessee shall not assign this Agreement nor any right hereunder, nor sublet the Hangar, nor any part thereof, or suffer any other person or entity to occupy or use the Hangar or any portion thereof, whether through direct assignment, merger, sale of stock or business assets, or otherwise, without the prior written consent of the City first had and obtained, and a consent to one assignment, subletting, occupation or use by any other person or entity shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person or entity. Any such assignment, subletting and occupation or use by any other person or entity without such consent shall be void, and shall at the option of the City, terminate this Agreement. This Agreement shall not, nor shall any interest therein, be assignable, as to the interest of Lessee by operation of law, without the prior written consent of the City.

17. Indemnification. Lessee shall hold the City, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Lessee, whether or not the act or omission arises from the sole negligence or other liability of the City, or its agents, officers, employees, or volunteers relating to or during the performance of his obligations under this Agreement, including, without limitation, the construction of the Hangar.

18. Liability Insurance. Lessee shall provide at his own expense and maintain at all times general liability insurance with an insurance company licensed in the State of California and shall provide evidence of such insurance to the City as may be required by the City. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation

or material change in the policy, notices of same shall be given to the City by registered mail, return receipt requested. The general liability insurance shall provide for a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or \$1,000,000 combined single limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent contractors and subcontractors; products and completed operations; and/or professional liability.

If at any time any of said policies shall be unsatisfactory to the City, as to form or substance or if a company issuing such policy shall be unsatisfactory to the City, Lessee shall promptly obtain a new policy, submit the same to the City for approval and submit a certificate thereof as hereinabove provided. Upon failure of Lessee to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the City, may be forthwith declared suspended, or terminated. Failure of Lessee to obtain and/or maintain any required insurance shall not relieve Lessee from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of Lessee concerning indemnification. The City, its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except workers' compensation, if required. The workers' compensation insurer shall agree to waive all rights of subrogation against the City, its agents, officers, employees, and volunteers for losses arising from work performed by Lessee for the City. Lessee's insurance policy(ies) shall include a provision that the coverage is primary as respects the City and shall include no special limitations to coverage provided to additional insured.

19. Termination by City Prior to Expiration of Term. The City shall have the right to immediately terminate this Agreement, in whole or in part, on the occurrence of any of the following events:

a. Filing by or the final adjudication of Lessee of any petition in bankruptcy or the making of any transfer of general assignment for the benefit of creditors which

has not been previously authorized by City.

b. The failure of Lessee to perform substantially or keep or observe any of the terms, covenants, and conditions which he is obligated to perform, keep or observe under this Agreement, after the expiration of a fifteen (15) day period of warning or ultimatum given by the City to Lessee to correct any such deficiency or default.

c. The abandonment of the Hangar. Should this occur, the City shall not be responsible for the custodial protection of merchandise, fixtures, or equipment abandoned, even if it is necessary for the City to remove same from the Hangar for storage or disposal.

20. Notices: Any notice to or other communication to the City or the Lessee pursuant hereto shall be deemed validly given, served, or delivered upon deposit in the United States mail, registered and with proper postage and registration fee prepaid, addressed as follows:

To the City: City Manager
City of Gustine
P. O. Drawer 16
Gustine, CA 95322

To Lessee:

or to such other address as the City of Lessee may designate by written notice to the other party delivered in accordance with the provisions of this Paragraph.

21. Failure to Vacate. Lessee agrees to vacate the demised premises upon termination of this Agreement, and failing to vacate as herein provided, agrees that the City, or its authorized agents, may enter upon said property and remove all personal property there from and in this event, Lessee waives any and all claims for damages against the City, its agents or employees. Nothing herein shall be deemed a waiver of any rights of the City to demand and obtain possession of the Hangar in accordance with law in the event of a violation on Lessee's part of any of the terms or conditions hereof.

22. Nonwaiver. Any waiver of any breach of covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

23. Copartnership Disclaimer. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any wise creating or establishing the relationship of copartners between the parties hereto, or as constituting Lessee as an agent or representative of the City for any purpose or in any manner whatsoever.

24. Attorneys' Fees. In the event that either party hereto shall commence any legal action or proceeding against the other by reason of the alleged failure of the other to perform any term, covenant, or condition of this Agreement by him to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover reasonable attorneys' fees to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal if any. As used herein, "the party prevailing" means the party in whose favor final judgment is rendered, and "legal action or proceeding" shall include arbitration.

25. Time of Essence; Binding Upon Heirs. Time is of the essence of each and all the terms and provisions of this Agreement and the terms and provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

26. Number and Gender. All words used herein in the singular number shall include the plural and the present tense shall include the future and the masculine gender shall include the feminine and neuter.

27. Entire Agreement. This Agreement contains the sole and only agreement of the parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

28. Language Construction. The language of each and all paragraphs, terms,

and/or provisions of this Agreement shall, in all cases and for any and all purposes, and any and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

29. Governing Law. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California.

30. Venue. Venue for any action brought by either party to this Agreement against the other to enforce the terms and conditions thereof shall be maintained in Merced County, California, in the proper court having jurisdiction.

31. Invalid Terms. If any terms, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

32. Amendment. This Agreement, including any exhibits hereto, shall not be amended, except in writing signed by the parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.

33. Exercise of Discretion. Where the terms of this Lease require approval or the exercise of discretion by Lessee or by the City, discretion shall not be exercised in an unreasonably, arbitrary, or capricious manner.

34. Arbitration. Any controversy arising out of or relating to the performance or interpretation of this Agreement is subject to arbitration. Arbitration shall be conducted in accordance with the Rules of the American Arbitration Association that are in effect at the time of the arbitration, and judgment may be entered on the award. If any party refuses or neglects to appear at or to participate in arbitration proceedings after reasonable notice, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented by the party or parties who do participate. The arbitrator may award any remedy that is just and equitable in the opinion of the arbitrator. The arbitrator will award to the prevailing party or parties such

sums as are proper to compensate for the time, expense, and trouble of arbitration, including arbitration fees and attorney fees. The arbitrator will retain jurisdiction of a controversy even if a party or parties to the dispute will not or cannot be joined in the arbitration proceedings.

"CITY"

CITY OF GUSTINE, a municipal
corporation

By _____

AMY SPANN GEDNEY
City Manager

Date:

"LESSEE"

By _____

Date:

EXHIBIT A

ADDITIONAL RESTRICTIONS AND CONDITIONS ON USE

The following restrictions and conditions shall apply to the activities authorized by this Lease:

A. Lessee's activities shall not impede parking, ingress or egress for aircraft, vehicles, or pedestrians at the Airport.

B. Lessee shall be solely responsible for properly securing its aircraft in the Hangar when such aircraft is not in use.

C. Lessee agrees to lock the Hangar with a padlock supplied by City, or with a padlock or combination lock approved by City, and provide to the City a spare key or combination code as appropriate.

D. Lessee shall keep the Airport and Hangar clean and free of debris. Refuse or waste products must be removed and deposited in containers specifically provided for that purpose at the Airport.

E. Subject to Paragraph 5 of the Lease, Lessee shall notify City within thirty days (30) of any change in registered ownership of the designated Primary Aircraft and shall provide written documentation verifying such change(s).

F. Lessee shall not conduct any commercial activity at or in the Hangar or the Airport. The conduct of any commercial activity at or in the Hangar or the Airport such as (but not limited to) aircraft charter, rental, repair, or instructional service is prohibited. City shall be the sole judge of whether or not an activity is deemed to be a prohibited commercial activity. This exclusion shall not prohibit the incidental use of the aircraft in providing transportation for Lessee's convenience in the course of Lessee's business, profession or other commercial activity.

G. Lessee shall not:

1. use any electrical equipment which exceeds the amperage available in the Hangar or modify wiring in any way;

2. attach any hoisting or holding mechanism to any part of the Hangar or pass any such mechanism over the struts or braces in such space except as approved by City;

3. paint, remove, deface, bend, drill, cut or otherwise modify or alter any part of the Hangar.

H. Storage of property or equipment not normally used or required for aircraft support and flight operations or related aviation activities is prohibited except for storage of a reasonable quantity of comfort items such as a table and seating.

I. Spray painting, open flame torch work, arc welding, sand blasting, and paint stripping are prohibited on or in the Hangar or the Airport unless conducted in accordance with

Federal, State, and Local laws, rules, and regulations.

EXHIBIT B

DESCRIPTION OF AIRCRAFT OCCUPYING HANGAR

[To Be Attached]

Sec. 4-26-020. - Definitions of industrial and public districts.

The purposes of the individual Industrial and Public Districts and the manner in which they are applied are as follows.

- A. **I (Controlled Industrial) district.** The I zoning district is applied to areas appropriate for industrial parks, research/office parks, warehouses and manufacturing activities not generating significant off-site impacts. The I zoning district is consistent with the Controlled Industrial land use designation of the General Plan.
- B. **M (Manufacturing) district.** The M zoning district is applied to areas appropriate for a full range of manufacturing, processing, fabrication and storage activities generating heavy truck and equipment traffic. The M zoning district is consistent with the Manufacturing land use designation of the General Plan.
- C. **A-C (Agricultural-Commercial) district.** The A-C zoning district is applied to properties that are intended to be transitional between urban and rural uses, which emphasize crop production, but which may also accommodate support uses directly related to, or part of, an on-site agricultural enterprise or operation. The A-C zoning district is consistent with the Agricultural-Commercial land use designation of the General Plan.
- D. **AP (Airport) district.** The AP zoning district is intended to protect the development of the Municipal Airport for the benefit of the public and to promote compatible uses of adjacent or nearby land; and to reserve land on the airport site for aircraft operations and related support facilities. The AP zoning district is consistent with the Public land use designation of the General Plan.
- E. **P-I (Public-Institutional) district.** The P-I zoning district is applied to areas appropriate for public facilities, utilities, and public gathering facilities including: parks, public schools, libraries, government offices, etc. The P-I zoning district is consistent with and implements the Public land use designation of the General Plan.

Sec. 4-26-070. - Airport (AP) district standards.

- A. **AP zoning district site planning and development standards.** Within the AP zoning district, the minimum size for new parcels, building setbacks and height limits, lot coverage and landscaping requirements shall be established by the review authority through the subdivision, Use Permit, and/or Architectural Review process, as applicable. Proposed development and new land uses shall otherwise comply with all applicable provisions of this Zoning and Subdivision Code and the Merced County Airport Land Use Plan, including any requirements in Article 4 applicable to a specific land use.
- B. **Interference with aircraft operations prohibited.** No use shall be permitted in any airport zoning district that would interfere with aircraft takeoffs or landings at the Gustine Municipal Airport, or otherwise would constitute an airport hazard, whether or not the use would otherwise be permitted by Table 2-7.

Sec. 4-26-030. - Industrial and public district land uses and permit requirements. Table 2-7 identifies the uses of land allowed by this Zoning and Subdivision Code in the Industrial and Public Districts, and the planning permit required to establish each use, in compliance with Section 4-20.030 (Allowable Land Uses and Permit Requirements).

Note: Where the last column in the table ("Specific Use Regulations") includes a section number, the regulations in the referenced section apply to the use. Provisions in other sections of this Zoning and Subdivision Code may also apply.

LAND USE (1)	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
	I	M	A-C	AP	P-1	
TABLE 2-7 Allowed Land Uses and Permit Requirements for Industrial & Zoning Districts						
P Permitted Use, Zoning Clearance required (2) UP Use Permit required (2) S Permit requirement set by Specific Use Regulations — Use not allowed						
AGRICULTURAL, RESOURCE-BASED & OPEN SPACE USES						
Agricultural accessory structure	-	-	P	-	P	<u>4-44-020</u>
Dairies			UP			
Aquaculture	-	-	P	-	-	
Energy production facility (biomass, cogeneration, etc.)	-	-	UP	-	-	
Crop production, horticulture, orchard, vineyard	P(3)	P(3)	P(3)	-	P(3)	
Fertilizer/manure storage yards/fertilizer plants			UP			
Ranch/Farm office			P			

Greenhouses and plant nurseries	-	UP	P(3)	-	-	
INDUSTRY, MANUFACTURING & PROCESSING, WHOLESALING						
Agricultural chemical mixing and storage	-	-	UP	-	-	
Agricultural product processing and storage	-	UP	P	-	-	
Artisan/craft product manufacturing	UP	UP	-	-	-	
Construction contractors	-	UP	UP(4)	-	-	
Fertilizer plants and yard	-	-	UP	-	-	
Furniture and fixtures manufacturing, cabinet shop	-	UP	-	-	-	
Laboratory - Medical, analytical	P	P	-	-	-	
Laundry, dry cleaning plant	-	UP	-	-	-	
Manufacturing/processing - Heavy	-	UP	-	-	-	
Manufacturing/processing - Light	UP	P	-	-	-	
Manufacturing/processing - Medium intensity	-	UP	-	-	-	
Media production	UP	P	-	-	-	
Printing and publishing	UP	P	-	-	-	
Recycling - Reverse vending machines	P	P	-	-	-	
Recycling - Scrap and dismantling yards	-	UP	-	-	-	
Recycling - Small collection facility	-	UP	-	-	-	
Research and development	P	P	-	-	-	
Storage - Outdoor	-	UP	-	-	-	
Storage - Personal storage facility (mini-storage)	UP	UP	-	-	-	

Storage - RV and boat	-	UP	-	-	-	<u>4-44-120</u>
Storage - Warehouse, indoor storage	UP	UP	-	-	-	
Wholesaling and distribution	UP	P	-	-	-	
Winery	-	UP	UP	-	-	

Key to Zoning District Symbols

I	Controlled Industrial	AP	Airport
M	Manufacturing	P-I	Public/Institutional
A-C	Agricultural-Commercial		

Notes:

- (1) See Article 8 for land use definitions.
- (2) Architectural Review may also be required; see Section 4-52-020
- (3) Zoning Clearance not required if the use complies with all other applicable City approval requirements and standards.
- (4) Agriculturally-related construction contractors allowable in the A-C Zone by UP.

TABLE 2-7
 Allowed Land Uses and Permit Requirements
 for Industrial & Zoning Districts

P Permitted Use, Zoning Clearance required (2)

UP Use Permit required (2)

S Permit requirement set by Specific Use Regulations

— Use not allowed

LAND USE (1)

PERMIT REQUIRED BY DISTRICT

Specific Use Regulations

	I	M	A-C	AP	P-1
RECREATION, EDUCATION & PUBLIC ASSEMBLY USES					
Bar/tavern	-	UP	-	-	-
Club, lodge, private meeting hall	-	UP	-	-	-
Commercial recreation facility - Indoor	-	UP	-	-	-
Commercial recreation facility - Outdoor	-	UP	UP	-	UP
Community center	-	-	-	-	UP
Conference/convention facility - Ag oriented/support	-	-	UP	-	UP
Equestrian facility	-	-	UP	-	UP
Fitness/health facility	UP	UP	-	-	UP
Library, museum	-	-	-	-	P
Night club	-	UP	-	-	-
Park, playground	-	-	UP (3)	-	P
Religious facility	-	-	-	-	UP
School - Elementary, middle, secondary	-	-	-	-	UP
School - Specialized education/training	-	-	-	-	UP
Sports and entertainment assembly facility	-	-	-	-	UP
Studio - Art, dance, martial arts, music, etc.	-	-	-	-	UP
Theater, auditorium	-	-	-	-	UP
RESIDENTIAL USES					
Bed and Breakfast Inn	-	-	UP	-	-

Caretaker quarters	-	UP	P(4)	UP	UP	
Emergency shelter	-	P	-	-	UP	
Home Occupation			P			
Live/work unit, single family dwelling	-	UP	P(4)	-	-	
Residential care facility for the elderly (RCFE)	-	-	-	-	UP	
Residential care facility, <u>7</u> or more clients	-	-	-	-	UP	

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Notes:

- (1) See Article 8 for land use definitions.
- (2) Architectural Review may also be required; see Section 4-52-020
- (3) Allowed in A-C Zone when used to buffer residential uses in adjacent residential zone.
- (4) One residence or caretaker unit in the A-C Zone, with a min. lot size of 0.5 acres; plus a 2nd unit for a family member or on-site agricultural worker, manufactured or conventional home (no mobile homes).

TABLE 2-7
Allowed Land Uses and Permit Requirements
for Industrial & Zoning Districts

P Permitted Use, Zoning Clearance required (2)

UP Use Permit required (2)

S Permit requirement set by Specific Use Regulations

— Use not allowed

LAND USE (1)	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
	I	M	A-C	AP	P-1	
RETAIL TRADE						
Accessory retail uses	-	-	-	UP	UP	
Auto and vehicle sales and rental	-	UP	-	-	-	
Auto parts sales with no installation services	-	UP	-	-	-	
Building and landscape materials sales - Indoor	-	UP	-	-	-	
Building and landscape materials sales - Outdoor	-	UP	-	-	-	<u>4-44-100</u>
Construction and heavy equipment sales and rental	-	UP	-	-	-	
Convenience store	-	UP	-	-	-	
Drive-through retail	-	-	-	-	-	
Extended hour retail	-	-	-	-	-	
Farm supply and feed store	-	UP	-	-	-	
Farmers market	-	-	UP	-	-	
Fuel dealer (propane for home and farm use, etc.)	-	UP	-	-	-	
Furniture, furnishings and appliance store	-	-	-	-	-	
Gas station	-	S	-	UP	-	<u>4-44-150</u>
General retail - 10,000 sf or less	-	-	-	-	-	
General retail - 10,001 to 19,999 sf	-	-	-	-	-	
General retail - 20,000 sf or more	-	-	-	-	-	
Groceries, specialty foods - 10,000 sf or less	-	-	-	-	-	
Groceries, specialty foods - More than 10,000 sf	-	-	-	-	-	

Mobile home, boat, or RV sales	-	UP	-	-	-	
Office-supporting retail	-	UP	-	-	-	
Outdoor retail sales and activities	-	UP	-	-	-	
Produce stand	-	UP	UP	-	-	
Restaurant, cafe, coffee shop	-	UP	-	UP	-	
Second hand store	-	UP	-	-	-	
Shopping center	-	-	-	-	-	
Warehouse retail	-	UP	-	-	-	

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Notes:

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- (2) Architectural Review may also be required; see Section 4-52-020
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TABLE 2-7
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for Industrial & Zoning Districts

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	S Permit requirement set by Specific Use Regulations					
	— Use not allowed					
LAND USE (1)	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
	I	M	A-C	AP	P-1	
SERVICES - BUSINESS, FINANCIAL, PROFESSIONAL						
ATM	P	-	-	-	-	
Bank, financial services	-	-	-	-	-	
Business support service	-	UP	-	-	-	
Medical services - Doctor office	-	-	-	-	-	
Medical services - Clinic, lab, urgent care	-	-	-	-	-	
Medical services - Extended care	-	-	-	-	-	
Office - Accessory	P	P	-	-	-	
Office - Business/service	UP	-	-	-	-	
Office - Government	UP	-	-	-	-	
Office - Processing	UP	-	-	-	-	
Office - Professional	UP	-	-	-	-	
SERVICES - GENERAL						
Adult day care	-	-	-	-	UP	
Agricultural Auction Facilities		UP				
Catering service	-	P	-	-	-	
Child day care center	-	UP	-	-	UP	<u>4-44-040</u>

Drive-through service	-	-	-	-	-	
Equipment rental	-	UP	-	-	-	
Kennel, animal boarding	-	UP	UP	-	-	
Maintenance service - Client site services	-	UP	-	-	-	
Mortuary, funeral home	-	UP	-	-	-	
Personal services	-	-	-	-	-	
Personal services - Restricted	-	-	-	-	-	
Public safety facility	P	P	-	-	-	
Repair service - Equipment, large appliances, etc.	-	UP	-	-	-	
Repair service - Farm and ranch equipment	-	UP	UP	-	-	
Social service organization	UP	-	-	-	UP	
Vehicle services - Major repair/body work	-	P	-	-	-	
Vehicle services - Minor maintenance/repair	-	P	-	-	-	
Veterinary clinic, animal hospital	-	UP	UP	-	-	

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Notes:

(1) See Article 8 for land use definitions.

(2) Architectural Review may also be required; see Section 4-52-020

<p>TABLE 2-7 Allowed Land Uses and Permit Requirements for Industrial & Zoning Districts</p>	<p>P Permitted Use, Zoning Clearance required (2)</p> <p>UP Use Permit required (2)</p> <p>S Permit requirement set by Specific Use Regulations</p> <p>— Use not allowed</p>					
LAND USE (1)	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
	I	M	A-C	AP	P-1	
TRANSPORTATION, COMMUNICATIONS & INFRASTRUCTURE						
Airport and related facilities	-	-	-	UP	-	
Broadcasting studio	UP	-	-	-	-	
Parking facility, public or commercial	UP	UP	UP(3)	-	UP	
Pipeline, utility transmission or distribution line	UP	UP	UP	UP	UP	
Public scales	-	-	UP	-	UP	
Telecommunications facility or tower	UP	P	UP	-	UP	<u>4-44-150, 4-46</u>
Transit station or terminal	P	UP	-	-	UP	
Utility facility	UP	P	UP	-	UP	
Utility infrastructure	P	P	P	P	P	

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Notes:

- (1) See Article 8 for land use definitions.
- (2) Architectural Review may also be required; see Section 4-52-020
- (3) Truck parking facility allowable by UP in support of Agricultural operations; also allowable as a permitted use (P) when used in bona fide agricultural operations on same property and owned by the property occupant or property owner; minimum five acre panel.

(Ord. No. 461, § 1(Exh. A), 10-2-12)

ZONING AND SUBDIVISION CODE COMPARATIVE TABLE

This is a numerical listing of the ordinances of the city used in this Code. Repealed or superseded laws and any omitted materials are not reflected in this table.

Ordinance Number	Date	Section	Section this Code
439	7-15-08	Added	<u>Art. 6</u>
440	7-15-08	Added	<u>Art. 8</u>
443A	9- 2-08	Added	Arts. 1 —5, 7
458	3-15-11	1, 2(Exh. A)	<u>4-52-030</u> H.1., I.
461	10- 2-12	1(Exh. A)	<u>4-26-030</u>

