



REEDLEY MUNICIPAL AIRPORT HANGAR AND TIE DOWN RENTAL AGREEMENT

The City of Reedley, a municipal corporation of the State of California, hereinafter called "CITY" and _____, hereinafter called "TENANT", agree as follows:

1. **Premises & Use.** CITY rents to TENANT and TENANT hereby rents from CITY that certain Aircraft Hangar No. _____, at the Reedley Municipal Airport for the purpose of housing TENANT's aircraft, to with, N _____, which is owned or leased by TENANT, together with such aircraft ground handling equipment necessarily associated with said aircraft. TENANT is further authorized to park TENANT's automobile inside of said Hangar during periods that the aircraft is out of the Hangar. No other use of said Hangar by TENANT is authorized except with the specific written consent of the Airport Manager. If at any time while TENANT is in possession of the Hangar, the Aircraft is not flyable, TENANT shall have an eighteen (18) month grace period to document that the Aircraft is legally flyable for the class of aircraft as defined by the FAA. If TENANT is working on an aircraft project or kit, TENANT must show annual progress on the project, and there is a two (2) year deadline for completion of the project. TENANT may request in writing a one (1) year extension.
2. **Term & Termination.** The initial term of this agreement shall commence on the __ day of _____ and shall continue from month to month. If the term commences on other than the first day of the month, the first month's rent shall be prorated on a daily basis. Each month's rent shall be due from TENANT on the first day of each and every month during the term. Except as may herein be otherwise provided relative to termination by CITY, this agreement may be terminated at any time by either party by giving thirty (30) days written notice in advance.
3. **Rent & Security Deposit.** TENANT agrees to pay to CITY the sum of City of Reedley Master Fee Schedule rate (\$XXX) payable in advance on or before the first day of each month. TENANT agrees to pay a late fee of 15% of unpaid balance if not paid 30 days after due date. TENANT, if they prefer, may make arrangements with CITY for advance payment of rental obligation quarterly, semiannually or annually; provided, however, such payments, if made, shall not be construed to affect the rights of either party to terminate such tenancy upon thirty (30) days written notice. If such advance payments are made and the tenancy is terminated prior to the months paid in advance, rentals will be prorated and refunds made. In addition to the foregoing, TENANT agrees concurrently with the execution hereof, to pay to the City of Reedley, the sum of Five Hundred and 00/100 dollars (\$500.00) as security deposit from which CITY may use such amounts as are reasonably necessary to remedy TENANT's default in the payment of rent, to repair damages caused by TENANT, and to clean the premises, if necessary upon termination of tenancy, and as for security for return of the lock for the premises provided by CITY and any keys or gate cards checked out to TENANT. If any such

deposit is used towards rent, damages during the tenancy and/or unreturned items, TENANT agrees to reinstate said total security deposit upon five (5) days written notice to TENANT to the address hereinafter stated. The security deposit or balance thereof, if any, upon termination of the tenancy shall be mailed to TENANT at TENANT's last known address within thirty (30) days after surrender of the premises. It is the TENANT's responsibility to update the CITY of any changes to TENANT's contact information provided at the end of this Agreement.

4. **Changes to Rent.** Rent shall be as listed in item 3, during the initial term of this agreement; however, CITY reserves the right to revise rental amounts in subsequent periods by amending the Citywide Master Fee Schedule, subject to approval by the City Council of the City of Reedley. CITY shall notify TENANT in writing of any changes to the monthly rental amount at least 30 days prior to the effective date.
5. **Compliance with Rules & Regulations.** TENANT hereby agrees to obey any and all rules, regulations, laws, ordinances and directives of the City of Reedley and such directives, if any, of the Airport Manager relative to the use of the Reedley Municipal Airport and space herein described. TENANT hereby acknowledges receipt of a copy of the applicable rules and regulations pertaining to Reedley Airport Regulations, Chapter 6 of the City of Reedley City Code which is attached hereto and agrees to comply therewith. Exhibit A.

TENANT hereby specifically agrees, that in addition to the covenants and agreements hereby set forth, to abide by all rules and regulations of the Federal Aviation Administration pertinent to the operation of the City of Reedley Municipal Airport and users thereof, including, but not necessarily limited to, those restrictions and conditions as may be contained in grants of federal funds for improvement of the airport.

6. **Trash Disposal.** agrees to use the complimentary dumpster only to dispose of small amounts of refuse, no larger than a household garbage size bag, which is generated at the Hangar and associated with its use of the Hangar permitted herein. Use of these airport-sponsored receptacles to dispose of household trash, bulky items, construction debris, any hazardous material, or other refuse from outside sources is prohibited. TENANT shall dispose of all sewage and industrial waste in accordance with all applicable regulations and laws of those governmental agencies having jurisdiction or authority there over.
7. **Inspection of Premises.** agrees that CITY is authorized to enter the Hangar at reasonable times for the purpose of inspection of the premises, included but not limited to County Assessor, fire and life safety inspections. If TENANT elects to not use the CITY provided lock, TENANT will provide to Airport Manager a copy of all keys, combinations, or other information necessary for entry into the Premises. If the CITY is unable to enter the premises because this information was not provided, the lock will be cut and a CITY lock installed at the expense of the TENANT. At the termination of the Agreement, CITY provided lock must be left on Hangar or TENANT will be charged to replace CITY provided lock at TENANT's expense.

8. **Insurance Requirements.** TENANT hereby agrees to insurance requirements set forth in Exhibit B of this Agreement. It is the responsibility of TENANT to keep a current certificate of insurance with CITY throughout the duration of this agreement.
9. **Default Provisions.** If TENANT is in default for any reason, CITY shall notify TENANT in writing of the default by serving TENANT with a 30-day Notice to Comply or Vacate. TENANT shall come within full compliance within the 30-day deadline set forth in the notice. If TENANT fails to comply within the specified time period, this agreement should automatically terminate and the CITY will proceed with further legal action at the expense of TENANT to the full extent as allowed by State law.
10. **Indemnification Requirements.** TENANT hereby agrees that the privileges of using the Reedley Municipal Airport and its facilities shall be conditioned upon the assumption of full responsibility and risk by the TENANT thereof; and the CITY, its agents and/or employees, shall not be liable for loss, damage or injury to persons or property arising out of any accident, incident or mishap of any nature whatsoever and/or from any cause whatsoever by any individual, aircraft, or property occurring on the Reedley Municipal Airport or in the use of any of the Airport facilities.
11. **Tenant Alterations/Improvements.** TENANT shall not alter any existing fixtures or improvements or alter the Hangar walls, floor, ceiling or electrical system in any manner; nor shall TENANT hang anything from ceiling, walls, beams, doors, or fixtures in Hangar; nor shall TENANT add fixtures or improvements or in any other modify the Hangar without the express and prior written approval of the CITY. All such work approved by CITY shall be conducted at TENANT's sole cost and expense. All fixtures, improvements, and additions made in or upon the Hangar, whether by CITY or TENANT, shall become CITY's property and shall remain in or upon the Hangar at the termination of this Agreement, however terminated, without any compensation being paid by CITY or TENANT.
12. **Initial Tenant Inspection.** TENANT has examined the premises prior to occupancy and accepts the same as being in good order, condition, and repair with the exceptions as noted in Exhibit C.
13. **No Subletting.** TENANT shall not let or sublet all or any part of the premises nor assign this agreement or any interest therein. If TENANT abandons or vacates the premises, CITY may, at CITY's option, terminate this agreement and regain possession in the manner prescribed by Law. If the aircraft is sold, the use of the Premises does not go with the aircraft but instead filled from the CITY waiting list.
14. **Attorney's Fees.** If any legal action or proceedings are brought about by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs.
15. **Time is of the essence.** Time is of the essence of the Agreement. The waiver by CITY

of any breach shall not be construed to be a continuing waiver of any subsequent breach.

16. **Possessory Interest Tax.** A taxable possessory interest is created when real estate owned by a government agency is leased, rented, or used by a private individual or entity for their own exclusive use. The taxation of this interest is similar to the taxation of owners of privately owned property. Hangar tenants at the Reedley Airport are subject to this tax which is issued from Fresno County.
17. **Access to Common Areas & Runways.** TENANT's access to common areas and runways may be limited on occasion. CITY will provide reasonable notice of said limited access when events, repairs or maintenance are under CITY's control.
18. **19. Notices & Payments.**
 - A. Payments to City. All payments to be made by TENANT hereunder shall be made personally or mailed to the City of Reedley Administrative Services Department, 845 G Street, Reedley, California, 93654, telephone (559) 637-4200 or to the Community Services Department, 100 N. East Avenue, Reedley, California 93654;
 - B. Communication to City. All notices relative to maintenance and other information of the premises referred to herein shall be delivered personally, emailed or mailed to the Airport Manager, City of Reedley, 100 N. East Avenue, Reedley, California 93654, telephone (559) 637-4203.
 - C. Communication to Tenant. All notices to TENANT shall be in writing and emailed or mailed to the TENANT at the address indicated below. Notice by telephone shall not be required, but may be given as a courtesy at the sole discretion of the CITY. It is the TENANT's responsibility to update the CITY of any changes to TENANT's contact information listed at the end of this Agreement.

For purposes of this Agreement, CITY's address to which notices may be sent is as follows:

City of Reedley
Attn. Airport Manager
100 N. East Ave.
Reedley, CA 93654
Office Phone: (559) 637-4203 ext. 1

For purposes of this Agreement, Tenant's address to which notices may be sent is as follows:

Name: _____

Physical Address: _____

City: _____ State: _____ Zip Code: _____

Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Business Phone: _____

Cell Phone: _____

Facsimile: _____

Email: _____

TENANT is required to provide the name and address of another person to whom Preliminary Lien Notices and subsequent notices pursuant to the California Self-Storage Facility Act may be sent:

Name: _____

Physical Address: _____

City: _____ State: _____ Zip Code: _____

Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Business Phone: _____

Cell Phone: _____

Facsimile: _____

Email: _____

The undersigned TENANT(s) acknowledges having read the foregoing prior to execution of this agreement and acknowledges a receipt of a copy hereof.

Dated this ___ day of ___, 202_.

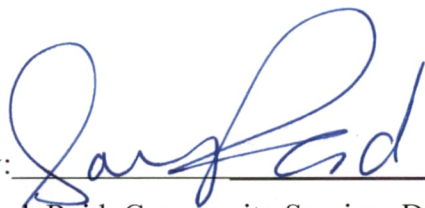
Dated: _____

Signature: _____

Print Name: _____

CITY SIGNATURE:

Dated: _____

By:  _____
Sarah Reid, Community Services Director/Airport Manager

REEDLEY AIRPORT REGULATIONS

SECTION:

7-6-1: Definitions:

7-6-2: Airport Operations

7-6-3: Registration Of Aircraft

7-6-4: Aircraft Operations

7-6-5: Agricultural Aircraft Operations

7-6-6: Business Or Commercial Activities

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7-6-12: Prohibited Acts And Conditions

7-6-13: Liability

7-6-14: Exceptions To Provisions

7-6-15: Violations; Penalties:

7-6-1: DEFINITIONS:

AIRPORT: The Reedley municipal airport.

AIRPORT MANAGER: The airport manager, as appointed by the city manager subject to approval of the city council, or the airport manager's duly authorized representative. (Ord. 605, 2-6-1979)

7-6-2: AIRPORT OPERATIONS:

A. The airport shall be open for public use at all hours of the day and night subject to the restrictions due to inclement weather, the conditions of the landing area and like causes as shall be determined by the airport manager to be in the interest of safety.

B. No aeronautical activity shall be conducted at the airport except in conformance with the current federal airport regulations. (Ord. 605, 2-6-1979)

7-6-3: REGISTRATION OF AIRCRAFT:

The owners of all aircraft based on the airport, all tenants and all operators storing aircraft on the premises shall be required to register said aircraft with the airport manager and shall change the registration at any time a change in ownership or operator shall occur. (Ord. 605, 2-6-1979)

7-6-4: AIRCRAFT OPERATIONS:

A. Traffic Patterns: The aircraft traffic patterns applicable to the airport shall be as follows:

1. Traffic patterns will be flown by the east side of the airport. Right pattern when using runway thirty three (33) and left pattern when using runway fifteen (15).

2. The altitude in the patterns will be one thousand four hundred feet (1,400') above mean sea level at a distance of one-half (1/2) mile parallel to the runway for the downwind leg.

3. Entry into the traffic pattern shall be from a forty five degree (45°) angle at a point downwind from the center of the runway.

4. The entry leg shall be of sufficient length to determine traffic in the pattern.

5. Operators of aerial applicator aircraft may depart in either direction straight out, with no turns permitted, until reaching one-half (1/2) mile from the end of the runway.

6. Aircraft equipped with a two-way radio shall announce their position when approaching within five (5) miles of the airport and also when within the traffic pattern.

7. No straight-in final approach to landing shall be made when other aircraft have made radio reports that they are in the traffic pattern.

B. Takeoffs And Landings: Takeoffs and landings from or on the airport shall be subject to the following provisions:

1. All cockpit and engine checks shall be made prior to taxiing into position for takeoff.
2. Before taxiing an aircraft into position on the runway for takeoff, the base leg and final approach shall be clear.
3. Aircraft landing at the airport shall make the landing runway available to others by leaving the active runway as promptly as possible.
4. All takeoffs and landings of aircraft shall be made on the runway only.
5. All initial takeoffs of fixed wing aircraft shall be made from the end of the runway.
6. Landing and takeoff directions shall be determined by the windsock located in the segmented circle and the direction of other traffic visually.
7. Under calm or light and variable wind conditions, the preferred runway will be thirty three (33).
8. Departures from the airport shall be accomplished by maintaining runway heading to at least five hundred feet (500') above ground level and one-half (1/2) mile beyond the end of the runway before making a first turn.
9. Unwarranted low flying within the confines of the traffic pattern is prohibited.

C. Parking Of Aircraft: Parking of aircraft at the airport shall be accomplished in accordance with the following provisions:

1. Privately owned aircraft shall be parked only in a tiedown area or in a hangar or shelter.
2. Transient aircraft shall be parked in the tiedown area in places designated by the airport manager.
3. Flying school and rental aircraft shall be parked only in the flight lines assigned to them by the airport manager.
4. At the direction of the airport manager, the owner or pilot of any aircraft on the airport shall move the aircraft from the place where it is parked or stored to any place designated on the airport. If the operator refuses to comply with directions, the airport manager may tow the aircraft to such place at the operator's expense and without liability for damage that may result from such moving.

5. It shall be the responsibility of the operator of any airplane using the airport to tiedown their airplane.
6. No airplane shall be stopped or parked in any area of the Reedley municipal airport that is so posted or marked by the airport manager.

D. Starting Aircraft Engines:

1. No persons shall attempt to start an engine of any airplane unless a certificated pilot or aircraft mechanic is at the controls of said airplane.
2. No person, unassisted, shall attempt to hand start an engine of any airplane unless such airplane is properly secured.
3. No aircraft shall be started or run unless the aircraft is in such a position that the propeller or rotor blast will clear all buildings or people.

E. Taxiing: Pilots shall taxi their aircraft slowly and display extreme caution at all times subject to the following provisions:

1. Near any hangar, shelter or tiedown area, airplanes shall be taxied at speeds not exceeding five (5) mph using minimum engine rpm.
2. Taxiing in and out of hangars is prohibited.
3. No aircraft shall be operated on the ground so as to create a dust problem, injury to persons, or damage to property. (Ord. 2000-01, 2-22-2000)

7-6-5: AGRICULTURAL AIRCRAFT OPERATIONS:

Operators of agricultural aircraft shall observe the following regulations at all times:

- A. Airplanes shall be loaded only in areas designated by the airport manager.
- B. Empty sacks, drums and other containers of agricultural chemicals shall be removed from the loading areas daily. All nonreturnable containers shall be removed from the airport property by the applicator and disposed of at the county disposal site when requested by the airport manager.

C. All state and federal rules and regulations regarding the storage and maintenance of agricultural chemicals shall be complied with.

D. Aircraft and ground equipment shall be cleaned and/or flushed in an area designated by the airport manager. (Ord. 605, 2-6-1979)

7-6-6: BUSINESS OR COMMERCIAL ACTIVITIES:

Except as otherwise provided in this chapter, no person shall engage in any business or commercial activity of any nature on

the airport property without appropriate licenses and permits as required by law and under such terms and conditions as may be prescribed by the city. Emergency repair of transient aircraft will be allowed by transient mobile mechanics subject to the airport manager's approval. Mobile mechanics who are working on Reedley based aircraft will be allowed to work under the following conditions:

- A. Prior notification shall be given by the aircraft owner to the airport manager.
- B. Aircraft repairs shall be done within a hangar, unless permission is granted by the airport manager.
- C. Aircraft repairs done outside a hangar shall be done within an area cordoned off for safety and approved by the airport manager.
- D. Mechanics must obtain and keep current a Reedley city business license.
- E. Mechanics must possess and keep current the proper certification to repair aircraft and, if requested, display the certification to the airport manager.
- F. Mechanics shall abide by the city's airport rules and regulations.
- G. Mechanics shall provide a certificate of insurance to the airport manager listing the city as an additional insured, with coverage in the amount of not less than one million dollars (\$1,000,000.00). (Ord. 2002-07, 10-8-2002)

7-6-7: RESTRICTED AREAS:

When the airport manager determines that public safety or convenience so requires, he may designate any area on the airport as a restricted area and post appropriate signs. No person shall enter any restricted area without the express permission of the airport manager. (Ord. 605, 2-6-1979)

7-6-8: AIRPORT RULES AND REGULATIONS:

A. Motor Vehicles: The operation of any motor vehicle, motorcycle or bicycle on airport property is subject to the following conditions:

- 1. All vehicles coming into the airport shall yield right of way to any aircraft.
- 2. Vehicle speed on the airport property shall not exceed ten (10) mph.
- 3. No vehicle shall be parked on, or near, any taxiway or runway so as to impede aircraft movement.
- 4. No vehicle shall be parked in place of an airplane in any tiedown space.
- 5. Parking next to an airplane to load, unload or perform minor maintenance will be allowed if the driver of the vehicle is present.
- 6. No vehicle will be driven on a runway or taxiway unless so authorized by the airport manager.
- 7. Automobiles may be parked in place of an airplane in T-hangars or airplane shelters when the airplane is being used.

B. Fire Regulations: The following precautions and regulations shall apply at all times on the airport property:

- 1. Smoking or lighting of open flames shall be prohibited in the following locations:
 - a. Places with posted signs.
 - b. Within fifty feet (50') of fuel trucks or fueling facilities.
- 2. No person shall start an open fire on the airport.
- 3. No person shall stock, handle or store any fuel, flammable material or equipment in such a manner as to constitute a fire hazard.
- 4. No person shall use a volatile inflammable material for cleaning purposes inside any hangar, shelter or building.
- 5. Oily waste rags and other similar inflammable materials shall be stored in closable metal containers.
- 6. Aircraft engines shall not be run in any hangar.
- 7. All commercial fueling of aircraft shall be from only approved fueling facilities that are authorized by valid lease with the city. Owner refueling shall only be done outside and clear of any hangars or structures and in accordance with national fire protection agency bulletins regarding "Aircraft Fuel Servicing" and "Static Electricity".

C. Signs And Advertising:

- 1. Post Or Remove: No person shall post or remove signs at the airport without permission of the airport manager. Printed advertisements and informational bulletins may be posted only on approved bulletin boards. (Ord. 2000-01, 2-22-2000)
- 2. Authorization To Erect: The airport manager is hereby authorized to erect and install any signs or notices that he may deem necessary or advisable in connection with the operation and enforcement of the provisions of this chapter.

D. Pedestrians: No pedestrian shall be upon any landing area of the airport without first having obtained a signed permit from the airport manager, except persons engaged as mechanics, or who, by necessity, are required to be there. (Ord. 605, 2-6-1979)

7-6-9: WORK ON AIRCRAFT:

A. Aircraft Repairs: Aircraft repair may be performed in space rented or leased from the city by the aircraft owner/tenant or his agent in concurrence with the specifications of the rent/lease agreement, federal aviation regulations and airport regulation, section 7-6-6 of this chapter. (Ord. 764, 10-22-1991)

B. Removal Of Damaged Aircraft: Every aircraft owner, his pilot and/or agents, severally, shall be responsible for the prompt removal after approval of and by direction of the airport manager and/or representative of the federal aviation administration, of wrecked or damaged aircraft.

C. Washing, Cleaning, Engine Drain Oil Disposal: Washing, rinsing and other cleaning of aircraft is permitted only on the airport wash rack or in airplane shelter spaces. Washing of engines with emulsifiable cleaners or solvents is prohibited except in approved areas. Drain oil will be disposed of in a manner acceptable to the airport manager. (Ord. 605, 2-6-1979)

7-6-10: AIRPORT FEES:

A. Aircraft parking, hangar, shelter, tiedown and landing fees are hereby established at such rates as are set from time to time by appropriate resolution of the city council.

B. The airport manager may refuse clearance to any aircraft until all charges for storage and other services rendered by the city have been paid. (Ord. 605, 2-6-1979)

7-6-11: INSURANCE REQUIREMENTS:

The privileges of using the airport and its facilities shall be conditioned upon the assumption of full responsibility and risk by the user thereof. Neither the city, nor its agents, nor its employees, nor any combination thereof, shall be liable for loss, damage or injury to person or persons or property or properties, including any aircraft arising out of any accident, incident or mishap of any nature whatsoever, or arising out of any cause whatsoever, whether it occurs on the airport or in the use of any of the airport facilities.

No person shall maintain based aircraft at the airport unless such person shall file with the airport manager, and keep in current effect, a certificate of public liability insurance insuring coverage in the following minimum amounts:

	Bodily Injury	Property Damage
Certified aircraft	\$100,000.00/\$300,000.00	\$100,000.00
Noncertified	50,000.00/250,000.00	50,000.00

As used in this section, "based aircraft" shall mean aircraft assigned by the city a reserved aircraft parking space or T-hangar space, or aircraft parked or hangared on the airport by tenants of the city. (Ord. 2000-01, 2-22-2000)

7-6-12: PROHIBITED ACTS AND CONDITIONS:

A. Negligent Operation: No aircraft shall be operated on the surface of a landing area, ramp and apron area, or aircraft parking or storage area at any speed or in a manner which endangers persons or property.

B. Intoxicated Persons:

1. No aircraft shall be operated on the surface of the landing area, taxiway, or aircraft parking or storage area while the pilot or any persons aboard controlling any part of the operation thereof is under the influence of intoxicating liquor or any narcotic or habit forming drug.

2. No person under the influence of intoxicating liquor shall approach closer than fifty feet (50') to any aircraft parking or storage area, landing or taxiing area.

C. Noise: No aircraft shall be operated on the ground or in the air in such a manner as to cause unnecessary or objectionable noise. (Ord. 605, 2-6-1979)

D. Experimental Demonstrations: No experimental ground or air demonstrations shall be conducted on the airport except in accordance with the federal airport regulations. (Ord. 2000-01, 2-22-2000)

E. Rubbish: Rubbish or trash shall not be thrown, deposited or allowed to be scattered on the airport. Rubbish and trash shall be deposited in waste receptacles provided for that purpose.

F. Unattended Aircraft: No aircraft shall be left unattended unless properly secured or within a hangar.

G. Night Security: No person may enter the airport at night between the hours of sunset and sunrise without properly identifying himself and stating his business when so requested by the airport manager or any police officer.

H. Firearms: No person except peace officers, duly authorized, or members of the armed forces of the United States on official duty shall carry or discharge any firearms, including BB guns, explosives, bows and arrows or flammable materials on the airport without the permission of the airport manager. Such permission may be granted by the airport manager for an indefinite period when circumstances warrant. All persons other than the excepted classes shall surrender all such objects in

their possession to the airport manager. (Ord. 605, 2-6-1979)

I. Animals: Animals shall not be permitted on the airport unless leashed or restrained in such a manner as to be under control at all times. (Ord. 2000-01, 2-22-2000)

J. Model/Radio Controlled Aircraft: No model or radio controlled aircraft will be allowed on or above Reedley municipal airport property. (Ord. 2004-01, 5-11-2004)

7-6-13: LIABILITY:

The city, its agents or employees operating the airport, assumes no responsibility for damage to properties stored thereon, or property thereon of persons using the airport facilities, nor does it assume any liability by reason of injury to persons while on the airport or while using the facilities of same. (Ord. 605, 2-6-1979)

7-6-14: EXCEPTIONS TO PROVISIONS:

Special permission, when in the opinion of the airport manager unusual conditions exist, to act contrary to the provisions of this chapter or in a broader sense than written may be obtained from the airport manager, provided each exception is petitioned for individually and separately and that permission for such exception is obtained in writing from the airport manager. Such written permission shall state definitely the exception for which the permission is granted, the reason for the special permission and the time, conditions, duration and number of instances for which such exception is granted. (Ord. 2000-01, 2-22-2000)

7-6-15: VIOLATIONS; PENALTIES:

Any person who shall violate any of the provisions of this chapter shall, upon conviction thereof, be punished as provided in the general penalty in section 1-4-1 of this code. (Ord. 605, 2-6-1979; amd. 2007 Code)

Exhibit B

Insurance Requirements

TENANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with TENANT's operation and use of the leased premises. The cost of such insurance shall be borne by the TENANT.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (only required for TENANTS with employees).
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the TENANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1. For General Liability, the CITY, its officers, officials, employees, and volunteers are to be **covered as additional insureds** with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the TENANT.
2. The TENANT's insurance coverage shall be **primary insurance** as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the TENANT's insurance and shall not contribute with it.
3. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all **rights of subrogation** against the CITY
4. Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the CITY.
5. The Property insurance shall **name the CITY as Loss Payee** as its interests may appear.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the CITY.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the TENANT shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees, and volunteers; or the TENANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Verification of Coverage

TENANT shall furnish the CITY with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the CITY before TENANT occupies the premises. However, failure to obtain the required documents prior to occupying the premises shall not waive the TENANT's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Waiver of Subrogation

TENANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said TENANT may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

Special Risks or Circumstances

CITY reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit C
Initial Tenant Inspection

Please list any wear & tear or damage to your hangar prior to occupancy:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Tenant Signature: _____

Print Name: _____

Dated: _____

City Signature: _____

Print Name: _____

Dated: _____



REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 6

DATE: September 10, 2024

TITLE: APPROVE UPDATED REEDLEY MUNICIPAL AIRPORT HANGAR AND TIE DOWN RENTAL AGREEMENT AND AUTHORIZE CITY MANAGER OR CITY MANAGER'S DESIGNEE TO EXECUTE EACH AGREEMENT WITH TENANTS

SUBMITTED: Sarah Reid
Community Services Director

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

Approve an updated Reedley Municipal Airport Hangar and Tie Down Rental Agreement and authorize the City Manager or City Manager's designee to sign Agreement's with tenants renting facilities or space for storing aircraft.

BACKGROUND

The City of Reedley owns 24 full hangars and two half hangars which are rented to tenants with aircrafts to store at the Reedley Municipal Airport. There is also apron space with tie downs available for rent. All interested parties are subject to signing an agreement which outlines the terms, insurance requirements and expectations for the use of these City of Reedley spaces. A certificate of insurance must be presented and the required deposit paid.

Currently there are no empty hangars but there are still tie down spaces available. With the expiration of Ito Packing Land Lease on November 30, 2024, three full size hangars and two half hangars will revert to the City of Reedley. Tenants in these hangars will be subject to signing an agreement with the City of Reedley to continue occupying the spaces. The tenants will also be subject to the City of Reedley hangar rates.

The upcoming change prompted staff to look at updating the Agreement with new terms and clarifications. Staff reached out to other airports and received six examples to review for current practices and language associated with rental of hangars and tie downs for aircraft storage. The examples received had been updated recently and had similar language.

The changes presented in the proposed Reedley Municipal Airport Hangar and Tie Down Rental Agreement include the following;

- Increasing the deposit required at the time of signing an agreement from one month's rent to \$500.
- Language was added to address the concern of tenants renting hangars who do not own an aircraft or own an aircraft which is in a non-airworthy condition. The intention is to make sure hangars are being used for the purpose of storing aircraft and aviation related items, not recreation vehicles or large bulky household things.
- The agreement was silent on the disposal of trash in the bin at the Reedley Municipal Airport. Over the past few years, staff has found large bulky items and trash not associated with the hangar use being dumped. This is not the intention for the bin and creates limited space for other tenant's trash needs. Item 6. Trash Disposal was added to address this growing concern.
- The Community Services Department inspects the City of Reedley owned hangars once a year and will continue this practice. Additionally, the Fire Department will start inspecting all hangars at the Reedley Municipal Airport to confirm compliance with Federal Aviation Administration guidelines.
- Staff has found it challenging to communicate with certain tenants who change contact information and do not notify the Community Services Department of the change. The proposed agreement puts onus on the tenant to keep this information up to date.

If the proposed Reedley Municipal Airport Hangar and Tie Down Rental Agreement is adopted, all tenants will be subject to signing a new agreement with the City of Reedley but will not be subject to the new deposit rate. The deposit they paid at the time of signing their agreement will stay in place and the proposed deposit increase will only be for new tenants.

FISCAL IMPACT

No fiscal impact with this action.

COMMITTEE/COMMISSION REVIEW/ACTIONS

At the Airport Commission meeting on August 15, 2024, the Commission recommended the City Council approves the Hangar and Tie Down Rental Agreement for the Reedley Municipal Airport as presented.

ATTACHMENT

Reedley Municipal Airport Hangar and Tie Down Rental Agreement