WATSONVILLE MUNICIPAL (KWVI)

Watsonville Municipal Airport Regulations

Effective Date January 1, 2024

Pertinent Updates/Changes from previous version highlighted in Bold Red or depicted by "~~Strikethrough~~"

Watsonville Municipal Airport Regulations are in accordance with Federal Aviation Administration Order 5190.6B Compliance Manual, Chapter 7 (Airport Operations) Section 7.9 "Local Rules and Procedures "and Title Seven Chapter 18, Section 7-18.101 (b) of the City of Watsonville Municipal Code.

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SCOPE The provisions of these Regulations implement the existing ordinances of Title Seven, Chapter 18 (Watsonville Municipal Airport) of the City of Watsonville Municipal Code. Ordinance 1318-15 (CM)

APPLICABILITY Regulations are applicable to persons: (1) upon the Watsonville Municipal Airport premises, ("Airport"), (2) who lease, or rent airport property either directly or indirectly from the City of Watsonville and (3) granted any permit by the Municipal Airport or City of Watsonville.

ARTICLE ONE - GENERAL PROVISIONS

1.1 Definitions

The words and phrases defined in this Article have the following meaning, unless its context requires otherwise. Definitions contained within Title Seven, Chapter 18 (Watsonville Municipal Airport) of the City of Watsonville Municipal Code, and all amendments thereto are incorporated herein. All definitions shall be interpreted consistently with the Federal Aviation Act of 1958 and amendments thereto.

"Administrative Citation or "Citation"" means citation issuance authority per amendment of Chapter 2, Penalty Provisions, of Title 1, General Provisions, of the Watsonville Municipal Code granting authority to issue administrative citations for violations of airport regulations.

"**Aircraft Bill of Sale**" means FAA form 8050-2.

"**Airport Operating Area**" (AOA) means the Airport area bounded by a fence where access is restricted and which is primarily used or intended to be used for landing, takeoff, or aircraft surface maneuvering, and related activities as deemed appropriate and permitted by airport management.

"**Airport Operations Center**" shall mean the City owned facility supporting the airport's operations staff and including designated tie-downs, maintenance yard, reception area, restrooms, storage rooms, entrances, and parking spaces.

"**Aviation Storage**" or "**Aeronautical Storage**" means: (a) storage of ~~only~~ permitted aircraft(s), (b) storage of tools, parts, and other articles/equipment for Permittee's maintenance/service of permitted aircraft.

"**Aviation Storage Permit**" means an approved "month-to-month" permit, which assigns an Aviation Storage Unit (a hangar, end **room** or middle room and or Tie-Down space) and authorizes entry to the AOA to an individual or entity.

"**Aviation Storage Unit**" means a hangar, middle or end room or tie-down space.

"Aviation Storage Utility" means the fitness for storing aircraft(s) and requires the ability to: (1) store an operable, permitted aircraft, (2) move the aircraft(s) into and out of the unit without obstruction and (3) ensures adequate space, around the aircraft, for first responder access, airport inspection or maintenance access.

"**City**" means the City of Watsonville.

"**Combustible Materials"** is any material that, in the form in which it is used and under the conditions anticipated, will ignite, and burn or will add appreciable heat to an ambient fire (per NFPA).

"Commercial" means that which involves or makes possible earnings, income, compensation (including exchange of service), and/or profit, whether such objectives are accomplished.

"**Council**" means the Watsonville City Council.

"**FAA Registry**" shall mean the most current FAA Registry data available at **registry.faa.gov.**

"FAR" or "FARs" shall mean the Federal Aviation Administration regulations part of Title 14 of the Code of Federal Regulations (CFR).

"Flying Club" shall mean an entity that is a nonprofit, non-commercial organization, or association of three (3) or more aircraft owners who proportionally and equally own and/or use its aircraft for personal use and enjoyment only. No member shall be paid for the club management or other direct service.

"**Habitual Delinquent Account**" is any account (Leasehold tenant or Permittee) that is more than three (3) months late in payments due the Airport Enterprise fund. An outstanding balance due of three (3) months or more subjects the tenant or permittee to relinquish occupancy via eviction.

"Hangar Wait List" or **"HWL"** is that chronologically ordered list of Position Holders, approved by the Municipal Airport, who have completed a Hangar Waitlist Application, paid the appropriate initial fee and maintained a current HWL account.

"**Lessee**" shall mean a person who has a lease agreement with the City.

"**Non-aeronautical storage**" means storage, whether on-going or temporary, that is not aeronautical or not aviation related and deemed by the City Fire Marshal to be stored such that it does not present a fire or falling hazard, is consistent with safety, allows accessibility and does not interfere or impede the aircraft movement in and out of the hangar.

"Operational Aircraft" shall mean an aircraft, in a condition for safe operation, capable of flight upon request of Airport Management.

"Operation of Aircraft" shall mean any person starting (including hand-propping), sitting at the controls of an aircraft under power or while the aircraft is moving (taxiing or flying) or a person who has rented an aircraft for the purpose of operation by him/herself or an agent.

"**Park**" or "**Parking**" means standing of an aircraft, vehicle, trailer (or like wheeled conveyance) whether occupied or not. Attended parking means the Owner/Operator can relocate aircraft, vehicle or trailer immediately.

"**Pedestrian**" means any person on foot.

"**Pedestrian Deviation**" means any person afoot, not authorized within the Airport Operations Area.

“Permittee” means a person who has been issued an airport permit.

“**Person**” shall mean any individual or entity (Flying Club, partnership or corporation, married couple, domestic partnership) and shall include any trustee, receiver, or executor/executrix.

“Registered Aircraft Owner” means all owner names listed on the FAA Registry for a specific aircraft(s).

“**Rotorcraft**” a heavier-than-air aircraft that depends on the lift generated by one or more rotors.

“Regulations” shall mean this document as administratively promulgated in accordance with Section 7-18.101(b) of the City of Watsonville’s Municipal Code.

“Special Event Permit” shall mean Airport Management permission to engage in a specified activity at the Airport for a short period of time where a written lease or City Event Permit is not practical.

“Specialized Aviation Support Operators (SASOs)” are commercial operators providing any one or a combination of: aircraft maintenance, avionics or instrument maintenance, aircraft rental or flight training, aircraft charter or management, aircraft sales, and other Commercial Aeronautical Activities.

“Storage Unit Permittee, (Tenant)” a holder of an aviation storage unit permit and/or an individual listed as a Registered Owner, on the FAA Aircraft Registry, of an aircraft subject to an Aviation Storage Permit.

“Tax Authority” shall mean the Santa Cruz County Tax Collector who is authorized to collect personal property tax from registered aircraft Owners and Possessory Interest Tax from Aviation Storage Units (hangars only) Permittees.

“Terminal” or “Terminal Building” shall mean the City owned facility designated as the “Airport Offices” and housing the airport’s administrative office, Service counter, Unicom Room, lobby, restrooms, associated storage rooms, restaurant, frontages, ramps, entrances, and designated staff parking.

“Tie-Down” means a defined location, either within the Transient Parking Areas or Permitted Parking Areas to secure aircraft when stationed in the open to restrain movement due to the condition of parking.

“**Traffic Pattern**” shall be defined per the current Airport Facility Directory and in accordance with FAA Advisory Circular 90-66A, or the most current AC version.

“Transient Parking Area” is marked by “Green T’s” and dedicated for transient aircraft tie down purposes.

"**Vehicle**" means a device in, upon or by which a person or property is or may be propelled, moved, or drawn upon a roadway or highway except for a device moved by human power. Vehicles must be registered to a permittee, must be operational and could be reasonably used for travel to from and about the Airport, may be stored in accordance with Section 2.4 (A).

"**Vested Interest**" is a right to property that so completely belongs to a person that it cannot be impaired or taken away without the person's consent. It is a right which is recognized by and protected by law for the infringement of which the state provides a remedy in its courts. A vested interest in ownership of an aircraft may, in the Airport Director's reasonable discretion, be established by some or all of the following documents:

a. FAA AC Form 8050-2 (1/12) Aircraft Bill of Sale
b. FAA Form 850-98 (02/06) Aircraft Security Agreement (2/06)
c. FAA Form 850-88 (3/12) Affidavit of Ownership for Amateur-Built/other non-type Certificated Aircraft
d. FAA Form 8130-6 (5/01) Standard Application for Airworthiness
e. FAA Form 8050-1 Aircraft Registration Application
f. FAA Form AC 8050 1B (4/12) Aircraft Registration Renewal Application
g. Certificate of Insurance satisfactorily identifying the aircraft, the owner, and any lien holder
h. Financial lease which names a storage unit permittee as the responsible payer

1.2 General Regulations, Administration and Appeals

A. These Regulations are lawful requirements per Watsonville Municipal Code (Title 7, Chapter 18, Section 7-18.101) and City of Watsonville Fire Code. Regulations apply to all persons on airport property and seek to educate and be enforceable. Violations of regulations may result in: (1) notice of violation and/or order to cease; (2) citation per Municipal Code (**Exhibit "K"),** permit revocation, eviction, or referral to law enforcement.

B. Any notice, order or revocation may be appealed. Initiation of appeal requires the Person(s) receiving notice to appeal, in writing, within ten (10) business days to the Airport. Within ten (10) business days of receipt of appeal by Airport Management a set time and place for a meeting with the City Manager's Office ~~will~~ **to** be scheduled.

C. Should further appeal be requested, said appeal will be subject to the appeal procedure of Chapter 4, Title I of the Watsonville Municipal Code.

D. Where there is a conflict between any regulation prescribed in this regulation and any other regulations applicable to the same area, the more stringent limitations or requirements shall govern and prevail.

E. The Airport allows use, to tenants and the public, several open areas for various events and activities. A Special Event Permit must be obtained from the Airport Administrative Office.

F. The Airport provides a Parachute Landing Area (PLA) for Commercial and Non-Commercial Skydiving. Commercial activities are governed by the Airport's Minimum Commercial Standard and non-commercial activities are governed by FAR Part 105 and require prior Airport Management authorization.

G. In addition to Airport Management approval all Commercial and Non-Commercial Skydive operations that terminate on the PLA must have the approval of a United States Parachute Association (U.S.P.A.) appointed Safety and Training Advisor based at the Watsonville Municipal Airport.

H. No person, except employees or authorized individuals, shall enter areas marked "Employees Only", within the terminal building utility, service rooms or Airport Operations Center maintenance yard.

I. No person, except Permittees, Permittee's escorted guests, SASO's or those with airport approval may enter the Airport Operations Area, via walk-through or drive-through gates or any other means.

J. No person shall interfere, tamper, take any airport property, or use any aircraft, or put in motion the engine of such aircraft, or use any aircraft part, instrument, or tool without the consent of the owner.

K. Other than airport personnel, in furtherance of their duties, no person shall occupy or place an object on an airport roadway or walkway in a manner that hinders or obstructs its proper use.

L. No person shall unnecessarily create noise through loudspeaker systems, or other means, which will disturb other Airport tenants, or users of the Airport facility.

M. Aviation Storage Permit and Hangar Waitlist Position Holders are directly invoiced. The City will not forward invoices to other individuals. If Permit or Position holders have payments made on their behalf the Permit and/or Position Holders are responsible for timely payment. Change of address to third parties will not be honored. Payments made by someone other than Permittee or Position Holder are ~~discouraged~~ **permissible** and does not entitle the payee to any claim to a storage unit or a wait list position.

N. Any person finding lost articles shall deliver them to the Airport office during business hours. A receipt shall be issued. If not claimed within seven (7) days articles shall be turned over to the Watsonville Police Department pursuant to Chapter 23 of Title 5 of the Watsonville Municipal Code.

ARTICLE TWO - AVIATION STORAGE UNITS (Hangars, Middle/End Rooms, and Tie-Downs)

2.1 Hangar "Swap List" Wait Administration

A. It is permissible for permit holders to swap hangar unit/tie-downs spots. Permit holders desiring to swap or exchange hangars must have accounts in good standing. The Airport shall be notified in writing, explicitly stating the swap details prior to aircraft movement.

B. To obtain a position on the Swap List a permittee must make a written request. The permittee will be placed on the Swap List with their letter or email serving as the time stamp for the request. Swap List position holders may only swap once every six months.

C. When a hangar becomes available the first Swap List requestor will be contacted and provided five (5) business days to respond. If the requester declines the subsequent swap list requestor will be contacted until the swap list is exhausted. Should no Swap List position holder desire the available hangar the first position holder on the Hangar Wait List, as detailed in **Section 2.2** will be contacted.

D. Storage unit swaps must be either "Like-for-Like" (i.e. "Tie-Down for Tie-Down", "T-Hangar for T-Hangar", "Corporate Hangar to Corporate Hangar", etc.) or, if available, "Downgrades" (i.e. Corporate-to-Box Hangar/T-Hangar", "Box Hangar-to-T-Hangar" or "T-Hangars to Mini-Hangars", etc.).

E. Swaps from a "Mini-Hangar'' to a T-Hangar" are prohibited.

2.2. Hangar Waitlist Administration

A. The Airport maintains a chronologically ordered Hangar Wait List (HWL) for individuals or entities desiring hangars. The HWL is derived from an existing list, as of June 30, 2017, and from subsequent submissions of an Airport Hangar Waitlist Application (**Exhibit "B"**).

B. The HWL application must be completed by the applicant and submitted to the Airport Office along with the required initial application fee and annual wait list fee. **Annual HWL fees are prorated as follows: January – March $100, April - June $75, July – September $50 and October – December $25.00.** Applicant understands when indicating the "Position Holder Name" that once posted on the Hangar Wait List the name will not be changed.

C. Applicant name will be listed in chronological order based on the date of the application with earlier dates "higher up" the Hangar Wait List.

D. The HWL will be updated to indicate position holders as either an "active" or an "inactive" status. When a tenant vacates and a hangar becomes available on or after July 1, 2017 the first **active** position holder on the ordered Hangar Wait List, as posted on the Airport's website**,** will be contacted.

E. If the **active** position holder declines to accept the available hangar the individual will be informed, they will be classified as "inactive status" (i.e. indicated by their names being "**grayed-out**" on the online HWL) and will not be contacted going forward until all position holders on the hangar waitlist have been contacted. The next **active** position holder will then be contacted. If the next **active** holder declines that position holder becomes inactive as noted above, the process will continue until **an active** position holder accepts a hangar.

F. At any time should a **previously contacted position holder** (an inactive status position holder) desire to accept the next available hangar, that position holder should contact the Airport Administrative offices and confirm they are prepared to move into the next available hangar.

G. If an inactive position holder (previously contacted position holder) contacts the Airport and confirms they are prepared to move into the next available hangar, then the position holder ("…a previously contacted position holder…") will be in line for the next subsequent hangar available as determined by the Airport Aviation Storage Unit Administrator.

H. If additional previously contacted position holders also contact the Airport during this time these individual position holders will fall in line as detailed above.

I. When a hangar vacancy occurs, every effort will be made to contact the next **active** position holder. Due to historical high demand for KWVI aviation storage units HWL position holders are best served by ensuring the Airport has current email, postal mail address and telephone number(s).

J. A failure to respond to the Airport within ten (10) business days after the initial attempted contact will be considered a "PASS" and the **active** position holder will be designated as "inactive". The Position Holder maintains their position on the HWL as detailed in paragraph "K" below.

K. Position Holders retain their position on the ordered Hangar Wait List for the following year provided the annual Hangar Waitlist fee, which is due December 1st is received no later than December 31st each year. Failure to pay will result in removal from the Hangar Wait List. There are no exceptions.

2.3 Qualifying for a Hangar or Tie-down

A. Potential aviation storage unit applicants ("Applicants") are encouraged to monitor their position on the Hangar Wait List (available online) so as to be ready to provide the required documentation and accept the available storage unit at the time it is offered.

B. The applicant, after being notified of an available hangar or tie down, and accepting same is required to complete the Aviation Storage Unit Occupancy permit (**Exhibit "D"**) in person, pay the appropriate fee, and provide the following within five business (5) days:

i. Copy of the applicant's pilot certificate
ii. Valid Driver's license or government photo ID
iii. Age eighteen (18) years of age or older
iv. Provide a key or combination for storage unit lock.
v. Complete Aviation Storage Unit Orientation

C. Applicants who are unable to provide the following documentation within thirty (30) days of completing an Occupancy permit may forfeit the aviation storage unit.

i. Provide proof of vested interest for the aircraft to be stored or to be constructed listing the applicant as an owner of the aircraft, build project or kit aircraft.

ii. Provide a copy of the Certificate of Insurance for the aircraft to be stored with amounts and coverage required as described in **Section 3.7**. This requirement does not apply to build projects or kit aircraft until construction is complete.

D. Applicants who are in default on any account with the Municipal Airport or City or in violation of any regulation or requirement herein may be disqualified and be ineligible for a storage unit. An applicant will be notified when this occurs, and this paragraph is subject to appeal in accordance with **Section 1.2 (B)**.

2.4 Specific Provisions - Aviation Storage Units, Storage Permits, Permissible contents, and activities

A. The primary purpose of the Airport's Aviation Storage Units is aircraft storage. If a storage unit is serving the primary purpose and non-aeronautical storage: (1) does not interfere or impede aircraft movement in or out of hangar, (2) does not impede access around the aircraft by first responders , (3) is consistent with safety, (4) is in accordance with City Fire Marshal safety requirements and (5) is in accordance with these regulations, then non-aeronautical storage is permitted.

B. Aviation Storage units require a Permit per Watsonville Municipal Code, Chapter 18, Article 2, Section 7.18.200 (d). All permits are on a month-to-month basis. Permits are not assignable. Permittee name, whether individual or entity, will not be changed or amended once issued.

C. As of July 1, 2017, the permissible permittees for Aviation Storage Units are: (1) an Individual or an entity (partnership, Flying Club**,** Corporation, LLC, married couples, domestic partnerships, etc.)**.** In the case of entities identifying documentation must be presented at permit issuance and updated ~~annually~~ **if any change to the entity is executed**.

D. An aircraft's registration, as listed on the FAA Registry, must list all the permissible permittees noted above. Any change in the aircraft's registration or vested interest must be reported to the Airport Administrative office within thirty (30) days.

E. Should a permittee obtain an aircraft, and that aircraft be stored in the permit holder's storage unit, the permittee must, within thirty (30) days, present vested interest documentation as detailed in **Section 1.1**. Additionally, any ownership change must be: (1) reported to the Airport Administrative office, in writing, within thirty (30) days. The Airport will inform the local tax authority of the ownership change. Failure to meet the above requirements **may** result in permit revocation.

F. Pursuant to Section 107.6 of the State Revenue and Taxation Code the City hereby gives notice that the property interest to tenant/permittee under such agreement/permit may be subject to property taxation as a possessory interest and the tenant/permittee shall be subject to property tax if a possessory interest tax is levied on the property interest.

G. The sale of a share of a stored aircraft shall not be caused to terminate the permit provided the permittee remains an owner, has a vested interest, and is listed as an owner on the FAA Registry.

H. If it is the intent of the Permit Holder to replace an aircraft, the Airport Director shall permit the storage agreement to continue for up to ninety (90) days while the tenant procures another aircraft. Subletting during this time is prohibited.

I. Storage units are not transferable with the stored aircraft, and if a stored aircraft is sold, or otherwise disposed of, without the intention or ability to replace it, the storage unit is subject to reassignment by the Airport Management.

J. Permittees desiring to vacate a storage unit must provide written notice **within the first five (5) days** of each calendar month to be considered prior notice. Such notice requires vacating the hangar no later than the last day of the month of notice. Periods are not pro-rated.

K. Tenants are responsible for ensuring the vacated space is clean and free of all materials, equipment, and debris. Permittees will be charged (per Rate and Fee Schedule) for clean-up and/or disposal of abandoned items upon vacating the storage unit.

L. Storage units may not be utilized as a place of business, either aeronautical or non-aeronautical, (aeronautical business operations are subject to the Airport's Minimum Commercial Standards.) nor serve as a business office or for storage of business inventory. Storage Units shall be kept clean free of trash, debris, and floors free of grease and/or oil. No absorbent floor material under aircraft (i.e., carpeting, rags, kitty litter).

M. Aviation Storage Units (i.e. Corporate Hangars or Box Hangars) may be reconfigured to store multiple aircraft. All regulations per Section 2.1, 2.2 and 2.3 apply. Waitlist position holders who occupy such a hangar maintain, **in accordance with Section 2,3 c (i)**, their position on the HWL if required to ~~relinquish~~ **vacate** the hangar.

N. No smoking inside storage units. "No Smoking" signage shall be posted.

O. Compressors, battery chargers, etc. and the supporting extension plugs must be disconnected when not in use. Multiple connections ("Daisy Chaining") of power strips are prohibited.

P. No open flame or spark producing devices (i.e. grinders, welders) may be operated within fifteen (15) feet of portable fuel storage containers, flammable substances, or combustible materials. No electric or propane heating equipment unless authorized by the City Fire Marshall.

Q. One 2A10BC rated (or higher) fire extinguisher, with a current annual inspection tag, is required to be mounted near the storage unit entrance and marked with a placard easily visible as "Fire Extinguisher".

R. Drip pans of at least 18 x 24 inches are required under the engine(s) of all aircraft or any other vehicle(s) inside hangar storage units.

S. No fueling, de-fueling or dispensing of flammable or excessive combustible materials or transferring flammable liquids from a tank, vehicle or aircraft allowed inside the storage units.

T. No more than **ten (10) gallons** of any fuel type, stored within approved containers, are permitted in storage units. No fuel is permitted in End Rooms or Middle Rooms. Portable fuel containers or storage tanks must be stored in accordance with Section 7-18.207 (d) (1) of the City Municipal Code.

U. Propane bottles or tanks are prohibited per City of Watsonville Fire Code. Compressed gas cylinders must be approved by City Fire Marshall and their storage inspected annually. Portable and on-board aircraft O2 bottles are permitted.

V. Touch-up priming or painting, with small-tipped brushes or similar sized application devices, are permitted. No other painting, rolling, airbrushing or spray finishing inside aviation storage units are allowed without airport approval.

W. No alteration of storage unit structure, floors, doors, walls or lighting, installation of electronic devices without written permission of the airport.

X. No overnight sleeping at Tie-Downs, in end/middle rooms, Mini-Hangars, T-hangar or Box Hangars.

Y. Aviation Storage Unit permits shall have no right of survivorship. Except in the event of a permittee's death, the surviving spouse, domestic partner, trustee, or executor/executrix shall vacate the hangar within one-year unless the surviving spouse or domestic partner is a certificated pilot, who shall then be required to execute and comply with a new Aviation Storage Unit permit within ninety (90) days of the permittee's death.

Z. Storage Unit permits may be terminated, and permit revoked, for non-compliance with any of the above requirements or any item detailed in the Storage Permit (**Exhibit "D"**). **[WMC Sec. 7-18.204 (c)]** Unless Airport management approves otherwise, storage of any aircraft, for any period, that is not registered to a Permittee is grounds for permit termination and subsequent eviction. Permittees will be notified of the violation(s), fines and of subsequent revocation notice. This paragraph is subject to appeal in accordance with **Section 1.2 (B).**

2.5 End Room and Middle Room Storage

A. As of July 1, 2017, End and Middle Rooms are defined as Aviation Storage Units (ASUs), available, on a first come first served basis, only to current storage unit tenants, airport employees, aviation non-profit organizations and are subject to the General Provisions of **Section 2.5** as applicable.

B. End rooms and Middle Rooms may be used to store non-aeronautical storage and items. ~~are listed in **Exhibit E**~~.

C. By order of the City Fire Marshal tenants must not block the original entry door of End and Middle rooms. Interior doors cannot be locked.

2.6 Permitted Uses Within Aviation Storage Units

A. Storage of active aircraft, aircraft handling equipment, e.g., tow bars, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft.

B. Non-commercial construction of amateur-built or kit-built aircraft, final assembly of aircraft under construction provided activities are conducted safely. Construction progress targets per aviation storage unit permits are required by Airport Management and reviewed annually.

C. Owner performed maintenance; repair or refurbishment of aircraft is permitted, but the indefinite storage of non-operational aircraft **is subject to additional Rates and Fees**. Aircraft determined not active will be subject to additional storage fees per the Rate and Fee Schedule.

D. Use of incidental non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar, e.g., small refrigerators, desks, chairs, etc.

E. Storage of non-aeronautical items is permitted if such storage: (1) does not interfere or impede~~d~~ aircraft movement in or out of hangar, (2) does not impede access to aircraft, (3) is consistent with safety, (4) is in accordance with City Fire Marshal safety requirements and (5) is in accordance with these regulations.

F. Parking a vehicle(s) in the hangar while the aircraft usually stored in that hangar is flying.

G. "Passenger vehicles", as that term is defined by California Vehicle code section 465, may be stored in aviation units providing vehicle(s) do not adversely impact aviation storage utility. Vehicles stored on behalf of owners other than the permittee require non-owned vehicles to name the airport as additionally insured.

2.7 Prohibited Uses Within Aviation Storage Units

A. Activities or storage that adversely impact aviation storage utility.

B. Storage of non-aeronautical items (e.g. major household appliances and fixtures, furniture, automotive assemblies and parts, derelict equipment or machinery, construction supplies, etc.) that adversely impact aviation storage utility. Such items are considered excessive storage, which limits accessibility and are prohibited.

C. Storage of conveyances (e.g. Jet Ski, Snowmobiles, Boats, Fifth Wheels) is allowed inside aviation storage units if such storage does not adversely impact aviation storage utility. Storage of commercial use vehicles is prohibited.

D. Storage of items or activities prohibited by local or state law.

E. Storage of any fuel type within portable containers or tanks, more than ten gallons and other dangerous or Hazmat materials not necessary for construction, reconstruction, restoration, refurbishment, repair, or maintenance of permitted aircraft.

F. Aircraft painting, to include painting preparation, rolling, stripping, masking interior structures for painting and any painting requiring application per local air standards is prohibited and subject to citation.

G. Aircraft maintenance, regardless of ownership, by tenants in furtherance of a commercial activity is prohibited. Operation of a Commercial activity such as limousine service, storage of inventory, aeronautical (e.g. flight instruction) or non-aeronautical business office is prohibited.

H. Storage of a municipal agency's inventory or equipment unrelated to aeronautical use.

2.8 Storage Unit Inspections

A. Aviation Storage Unit permit holders are subject to various inspections, with prior written notice, including but not limited to: Fire safety inspection, Aircraft personal and possessory interest tax assessment and Storage Unit preventive maintenance inspection.

B. All storage areas are subject to "Key Checks" to ensure tenant provided keys and combinations allow access as required. Prior notice is not required for Key Checks. **[WMC Sec 7-18.101 (k)]**

C. If an unsafe condition or non-compliance is suspected, or key/combination does not allow access, permittees will be contacted explaining: (1) the hazard(s) that must be immediately addressed or (2) the action required to ensure compliance with these Regulations.

D. Failure to ensure the Administrative Office has Aviation Storage Unit access via key or combination lock subject permittee to lock removal and/or subsequent citation.

2.9 Storage of Operational, inoperable and Aircraft under construction

A. Storage of Operational Aircraft

1. Aviation Storage Units shall be rented to permittees of operational aircraft at the rate set by the City Council. An aircraft shall be confirmed to be operational at the time of the initial storage unit rental and owners must, each year during annual hangar inspection, confirm in writing (email confirmation acceptable) if the aircraft is inoperable.

2. Inoperable aircraft confirmation must state "**Aircraft (Make, model and N-number) is an inoperable aircraft as of _____." (**Fill in blank with date**)**.

3. Should a permittee not provide the information requested above the Airport will consider the aircraft inoperable. Failure to confirm an aircraft is operable will automatically result in designation as non-operational aircraft subject to increased storage rates.

B. Storage of Inoperable Aircraft and Aircraft Under Construction

1. An inoperable aircraft monthly storage fee shall be adjusted to a rate which is published in the Airport Rate and Fee Schedule for that type and size of hangar. Aircraft under construction are not subject to this charge if in accordance with Paragraph 3 below.

2. No reduction in rent shall be considered until **either: (i) Extension of Posted Rates is approved per paragraph D of this section or (ii)** such time as the Permittee provides the required information to confirm the aircraft is operational. No rebate or reduction in rent will be given for fractions of months or for those months when the information was not provided.

3. Permittees storing an Aircraft under Construction shall be required to show proof they own and have a vested interest in the aircraft that will be stored and constructed in the hangar. Additionally, Permittees must confirm they are in possession, or will be in possession, of the major components for that aircraft and submit a timeline of proposed construction.

C. Insurance Requirements for Inoperable Aircraft and Aircraft Under Construction.

1. Permittees with inoperable aircraft or aircraft under construction are not required to provide insurance coverage for "flight" or "passengers" on the aircraft's Certificate of Insurance. ~~All other insurance requirements listed in **Section 3.7**, shall apply~~.

D. Extensions of Operational Aircraft Aviation Storage Unit Rates for Inoperable Aircraft

Request for Six (6) Month Extension of Operational Aircraft Rate

1. Aviation Storage Unit Permittee's who are actively working towards bringing aircraft into an operational condition can request a one-time extension of the regular operational aircraft Aviation Storage Unit rate for up to six (6) months by submitting a completed "***Request for One-Time Six-Month Extension of Operational Aircraft*** Aviation Storage Unit ***Rate for Inoperable Aircraft***" **(Exhibit "F")** form to the Airport **Aviation Storage Unit Administrator** ~~Operations Supervisor~~.

2. This request will be granted provided the Permittee shows documentation that they are making significant progress in bringing their inoperable aircraft into operational condition.

Request for Special Extension of Operational Aircraft Rate

1. Aviation Storage Unit Permittee's may also request a special extension of the regular operational aircraft Aviation Storage Unit rate by submitting a completed "***Special Request for Extension of Operational Aircraft*** **Aviation Storage Unit** ***Rate for Inoperable Aircraft***" (**Exhibit "G"**) form to the Airport Director.

2. An extension is granted where the Permittee documents that every effort has been made to bring the aircraft to an operational status, and at no fault of the Permittee, is delayed due to circumstances outside their control such as FAA Airworthiness Directive, backorder of parts, etc.

2.10 Storage Unit Payment Terms, Delinquent Accounts

A. A schedule of rates and fees for use of the airport facilities and services shall be established by the City Council. [WMC Sec 7-18.205] Permit holders are subject to the rates and fees and shall promptly pay the amounts due. A copy of the schedule shall be available at the airport office and on the airport website.

B. Payment Terms

1. All Aviation Storage Unit permits are on a month-to-month basis.

2. Accounts are due and payable on the first day of each month during which the permit becomes effective, and each month thereafter as long as the permit remains active.

3. Aviation Storage Unit Permit agreements will be prorated to the nearest week upon initial occupancy but not prorated upon termination of occupancy.

4. Permittees wishing to cancel their permit must provide notice **within the first five (5) days** of each calendar month to be considered prior notice. Such notice requires vacating the hangar no later than the last day of the month of notice. Periods are not prorated.

C. Delinquent Accounts

1. Aviation Storage Unit permittee accounts become delinquent on the eleventh day of each month during which the permit became effective. Accounts remain due and owed together with all penalties as described, until paid in full, unless approved by the Airport Manager.

2. All accounts shall be charged a late fee per the published Rate and Fee schedule if payment is not received in full by the end of 10th day of the calendar month in which the account is due.

3. Accounts remaining unpaid after the 10th day of the second month are subject to the following procedure:

   a. A late fee penalty per the published Rate and Fee schedule will be added to any unpaid balance of that month.

   b. A past due notice will be sent designating the penalty and delinquent amount due to the tenant by mail.

4. Accounts remaining unpaid ~~by~~ after the 10th day of the third month are deemed "Habitual Delinquent Accounts" subject to the following procedure:

   a. A late fee penalty per the published Rate and Fee schedule will be added to any unpaid balance of that month.

   b. **Aviation Storage Unit Permittee Eviction Process (Exhibit "E") will be implemented.** ~~A letter of termination of tenancy notice will be sent designating the penalty and delinquent amount due to the tenant by registered mail. ASU permits allow for 30-day notices for non-monetary breaches and the 3-day notice for monetary breaches~~.

   c. ~~Said termination shall be effective 60 days from the date the account first became past due~~.

5. Upon termination of a permit, by the foregoing procedure, the former tenant/permittee shall at once relinquish and vacate all premises at the Airport and the tenant/permittee shall have no further right or interest in said Storage unit.

6. The provisions of these Regulations, when carried to termination, shall in no way mitigate, modify, or cancel any tenant/permittee indebtedness to the City and any delinquent account shall be subject to all methods of collection determined appropriate by the City.

7. Reinstatement of an agreement or permit, terminated by the foregoing procedure may be accomplished only by: (1) complete payment of all indebtedness, including penalties and (2) by instituting a successful request for such consideration by Airport Management. Reinstatement action described herein shall be subject to an administrative fee payable by said permittee in advance.

The provisions of these regulations shall be deemed a part of each agreement or permit now in effect and heretofore issued to any tenant or permittee of any portion of the Airport, or which may hereafter be issued to any party.

ARTICLE THREE – AIRCRAFT OPERATIONS

3.1. Aircraft Operations - General.

A. No aircraft shall be left unattended unless properly secured at a tie-down or within a hangar. Owners/operators of aircraft are responsible for damage resulting from failure to secure aircraft.

B. Aircraft parking locations may be altered, due to ~~safety and/or~~ operational requirements: i.e., Annual Fly-In, Airport Open House, airport construction, or other activities. In this case there shall be prior notification. **In the event of a safety concern Airport Operations reserves the right to relocate aircraft without notice.** **[WMC Sec 7-18.101 (f)].**

C. Vehicle parking, while flying, is within hangars or designated parking areas. Tie-Down area vehicle parking, while flying, is directly over the "Tie down marking" consistent with the Taxi Lane Object Free Area design requirements not adjacent to aircraft tie down. If two vehicles, the vehicles must be parked within the wingspan of the aircraft, not adjacent to aircraft tie down.

D. No aircraft shall utilize AOA areas between taxiways and runways for taxis, takeoffs, or landings. **[WMC Sec.7-18.300 (a)** and **(j)]**.

E. No "Touch and Go" operations between 10:00 pm and 7:00 am. Operators are ~~required~~ **requested** to observe Noise Abatement Procedures consistent with safety.

3.2. Aircraft Maintenance

A. Non-commercial aircraft preventive maintenance, as defined in FAR Part 43, Appendix A (c), may be performed in a hangar or tie-down, by the aircraft owner. Aircraft maintenance, **by a Permittee**, in furtherance of commercial activities is prohibited. Tenant or Tenant directed maintenance cannot damage hangar floor or structure, impact or restrict airport operations or cause any environmental impact. **[WMC Sec.7-18.301 (a)]**

B. Use of heavy electrical equipment (i.e. large compressors, large electrical tools, parking lifts, etc.) within hangars is prohibited. Each hangar is equipped with limited electrical amperage and breakers may only be reset by Airport Operations. Attempting to or resetting the circuit breaker is prohibited.

C. Maintenance performed at a tie-down must be confined to the **permitted** Tie Down area, performed during daylight hours and maintenance must conclude by dusk unless prior approval is granted. Maintenance, **unless approved by Airport Management**, is prohibited in the Transient Tie Down area.

D. The following is a list of general maintenance regulations:

i. Hangar permittees may allow annual inspections or owner-assisted annual inspections.

ii. No operation of aircraft engines inside the hangar.

iii. No parts cleaning with flammable liquids where nonflammable alternatives are acceptable.

iv. Aircraft washing in designated areas.

3.3. Amateur/Non-commercial Aircraft Construction

A. Fabrication of aircraft components and structures utilizing composite lay-ups shall be permitted provided approved industry best practices are presented to the airport for review and, if approved, followed.

B. Approved best practices for storing, handling, and disposing of laminating epoxy may be found in the Airport Office. In general, they include:

i. Adherence to Municipal Code Section 7-18.207, "Hazardous materials and solid waste".

ii. Storing unused epoxy resin and hardener in the original packaging.

iii. Limiting the amount of resin and hardener mixed in a container to prevent runway exothermic reaction.

iv. Cured epoxy may be disposed of in trash. Uncured resin and hardener shall be disposed of as hazardous waste.

v. Fully emptied storage containers may be disposed of in the trash.

vi. Epoxy cured or uncured is not considered to be flammable or toxic.

3.4 Inoperable, Derelict and Dilapidated Aircraft

A. Owners storing inoperable aircraft must pay appropriate storage rates.

B. The airport designates an area, with limited tie-downs, for temporary storage of derelict, dilapidated **and/or non-operational** aircraft.

C. Aircraft deemed derelict, dilapidated **and/or non-operational may request an exception to additional Aviation Storage Unit charges per Section 2.9 of the Regulations.** ~~require a permit, valid for one year and limited to two additional annual renewals.~~ If the aircraft's ~~annual permit~~ **exception** is not renewed additional charges will apply. ~~the aircraft must be returned to operational condition or removed from the Airport once notified~~.

~~D. If the aircraft is not brought to operational status or not in accordance with exceptions per **Section 2.9** of these regulations the aircraft will be given notice for removal from the airport.~~

~~E. After receiving notice, if the aircraft has not been removed after sixty (60) days, the City shall take possession and custody of the aircraft and commence disposal of the property according to law.~~

~~F. If the owner claims such property prior to disposition thereof, he or she shall pay all reasonable expense incurred in connection therewith, including charges for removal, freight, and storage thereof.~~

3.5 Aircraft Fueling

A. It is unlawful for any person to transport or deliver aviation fuels on the airport or dispense fuels into aircraft unless authorized to conduct such activity, e.g. per the Airport's Minimum Commercial Standards, except if a person is providing fuel for his/her own aircraft. **[WMC Sec 7.18-203 (b)]**

B. Aviation gasoline (AvGas) and Aviation turbine fuel (Jet "A") is solely intended for sale and use in aircraft either based at the airport or conducting transient operations at the airport. Purchase of aviation fuel for other purposes is strictly prohibited.

C. No aircraft owner shall fuel their aircraft with automotive gas (MoGas) without obtaining a permit allowing them to fuel their own aircraft. The method of transporting, dispensing and the design of the fueling system are specified in the self-fueling permit (**Exhibit H**).

D. Helicopters and Rotorcraft shall not "hover taxi" to the self-service fuel island during periods when the truck fueling is available. Such aircraft shall contact Unicom for directions to parking for fuel via truck.

3.6 Aircraft Washing

A. ASU permit holders are authorized to wash owned aircraft in the designated wash rack area.

B. Dry (waterless, use of environmentally safe solutions) aircraft washing is authorized.

C. Unauthorized rinsing, pressure washing, steam cleaning, or detailing of any aircraft, vehicle, ground service or maintenance equipment where the wastewater is not contained and diverted to the sanitary sewer system is a direct threat to storm water quality and is prohibited. Aircraft washing wastewater shed onto permeable surfaces (grass, soil, gravel, etc.) within the fence line is permitted with Airport approval.

3.7 Aircraft Insurance

A. The privileges of using the airport, its aviation capabilities and facilities shall be conditioned upon the assumption of full responsibility and risk by the user thereof. **[WMC Sec 7-18.107]**

B. No individual or entity shall maintain a local based aircraft at the Airport without filing with the Administrative Office, and keep in current effect, a certificate of public liability aviation insurance insuring coverage **[WMC sec 7-18.304]** for the following minimum amounts:

i. **Minimum Limits of Liability**: $1,000,000.00 each occurrence

and

ii. **Bodily Injury:** $100,000.00 each person/passenger/seat

iii. **Property Damage:** $100,000.00

or

iv. **Combined Single Limits** $1,000,000.00

3.8 Aircraft Accident Procedures

A. For the purposes of this section, an aircraft accident shall include any event involving an aircraft and/or a motor vehicle, person or stationary object that result in property damage, personal injury or death as defined by National Transportation Safety Board (NTSB) Part 830.

B. Persons involved in airport aircraft accidents shall make a full report (**Exhibit I**) to the Airport Director or his/her representative as soon as is possible, but no later than two days (48 hours), after the accident. **[WMC sec 7-18.302 (a)]**

C. Any person damaging property at the Airport by means of contact with aircraft shall report damages to the Airport office immediately and shall be fully responsible for the cost of repairs. **[WMC Sec 7-18.303]**

ARTICLE FOUR - Motor Vehicle Operations

4.1 General Regulations. [WMC Sec 7-18.400]

A. Generally vehicular traffic, except for aeronautical commercial lessees, Aviation Storage permit holders and their escorted guests, approved vendors/service providers and emergency vehicles, are prohibited unless authorized by the Airport Management. Vehicular traffic must be kept to a minimum.

B. The posted motor vehicle speed limit is 15 MPH for all areas of the Airport. **5 MPH near aircraft.**

C. Motor vehicle operators involved in an accident upon Airport property, resulting in personal injury or property damage must make a full report to the Airport immediately after the accident (See **Exhibit "I" and "J"**).

D. Right of way shall be given to aircraft, fueling vehicles and emergency response equipment. When emergency conditions exist, vehicles shall maintain a safe distance from the emergency area.

E. Aviation Storage Unit (Hangar, Middle/End Room, Tie-Down) permit holders and Commercial Aeronautical lessees must **complete airport "Vehicle/Pedestrian Access Training" to apply for an Airport Access Card which, when issued, provides field access via security gates. Additionally, Permittee and Leaseholds requiring Field access must** display Airport Security Decals as noted in their lease or issued permit. **Permittees may sponsor individuals or entities for Access Cards, once the individual or entity successfully completes V/PAT, registers with Airport and pays the annual fee.** Permittees may obtain additional or replacement Decals from the Airport Office.

F. Long Term Parking requires a permit. Parking along any airport fence line is prohibited in accordance with posted signage. Parking in Airport Staff designated parking spaces, ADA spaces or along "Red painted Curbs" is prohibited and subject to citation.

4.2 Vehicles Operating on Airport. [WMC Sec 7-18.403]

A. All passenger vehicles, except for golf carts, tugs and motor scooters, operating at the Airport must be properly registered with the airport and carry at a minimum California full coverage automobile liability and property damage.

B. No person shall drive a vehicle within the Field Area in such a manner as to cause damage, distraction, create an obstruction to aircraft, pedestrian traffic or authorized vehicles or park in front of, or upon "***No Parking***" signage. **[WMC Sec 7-18.401]**

C. Vehicle/Pedestrian Deviations (V/PDs) on runways/taxiways are prohibited.

D. Parking outside of the fence line must adhere to posted signage.

E. Vehicular traffic along the transient ramp fence line is prohibited.

4.3 Restricted Conveyances.

A. Skateboards, “Razor” scooters, hover-boards, go-carts, and similar devices are prohibited within the Field Area. Golf carts, with appropriate Airport Safety Flag (Orange and White, per AC 150/5210-5D) are permitted.

B. No person shall ride or park bicycles, golf carts, motorbikes, motorcycles or other similar equipment within the Field Area or landside terminal area in such a manner as to cause damage, distraction, create an obstruction to aircraft, pedestrian traffic, or authorized vehicles or in front of, or upon “***No Parking***” signage.

C. Parking of secured bicycles, golf carts, and motorcycles are permitted within the person’s assigned tie down area when using for transportation within the Field Area. All the above shall have reflective devices and all operators shall follow the State of California applicable vehicular laws.

EXHIBIT "A"

WATSONVILLE MUNICIPAL AIRPORT HANGAR WAITLIST ADMINISTRATION POLICY

Effective July 1, 2017, the Hangar Wait List (HWL) Administration process is revised as detailed below:

When a tenant vacates and a hangar becomes available on or after July 1, 2017 the first position holder on the ordered Hangar Wait List, as posted on the Airport's website will be contacted. The HWL will be updated to indicate position holders as either an "active' or an "inactive" status.

If the position holder declines to accept the available hangar the individual will be informed, they will be classified as "inactive status" (i.e. indicated by their names being "grayed-out" on the online HWL) and will not be contacted going forward until all position holders on the hangar waitlist have been contacted. The next position holder will then be contacted. If the next holder declines that position holder becomes inactive as noted above, the process will continue until a position holder accepts an available hangar.

At any time should a **previously contacted position holder** (an inactive status position holder) desire to accept the next available hangar, that position holder should contact the Airport Administrative offices and confirm they are prepared to move into the next available hangar.

If an inactive position holder (**previously contacted position holder**) contacts the airport and confirms they are prepared to move into the next available hangar, then the position holder ("…**a previously contacted position holder**…") will be in line for the **next subsequent hangar available**.

If additional previously contacted position holders also contact the airport during this time these individual position holders will fall in line as detailed above.

When a hangar vacancy occurs, every effort will be made to contact the next position holder. Due to historical high demand for KWVI aviation storage units HWL position holders are best served by ensuring the airport has current email and telephone number(s).

A failure to respond to the Airport within ten (10) business days after the initial attempted contact will be considered a "PASS" and the position holder will be designated as "inactive". The Position Holder maintains their position on the HWL as detailed in Article Two, Section 2.2, paragraph K of the Airport Regulations.

Position Holders retain their position on the ordered Hangar Wait List provided the annual Hangar Waitlist fee, which is due December 1st, is paid no later than December **31st** each year. Failure to pay will result in removal from the Hangar Wait List. There are no exceptions.

EXHIBIT "B" Watsonville Municipal Airport Hangar Waitlist Application

Position Holder Name:_____ (Individual or Entity only) *

Address:_____

City_____State_____Zip_____

Telephone(s):_____Email Address:_____

In consideration for the initial processing payment listed on the current fee schedule as of the date of this application and the associated annual fee the above-named person will be placed on the Watsonville Municipal Airport ordered Hangar Waitlist as a "Position Holder" for one (1) of the following:

____T-Hangar ___Box Hangar ___Corporate Hangar ____Mini Hangar ___Middle or End Room

To maintain a position on the ordered Hangar Wait List an annual fee, adjusted each July per the Consumer Price Index, will be assessed. The fee is due December 1st of each year and must be paid to the City on or before December 31st of each year. Renewal fees not received by 1700 hours (5:00 pm) on December 31st will result in removal from the ordered Hangar Wait List. Postmarks will not be accepted.

The city will attempt to notify, by regular mail, the Position Holder at the address provided on or before October of each year that the renewal is due. However, the city does not guarantee that notification will be completed. It is the sole responsibility of the Waitlist Position Holder to pay the required fee no later than the December 31st deadline.

It is the responsibility of the named person (Position Holder) to notify the Airport Administrative Office, not the City, of any change in the address and/or telephone number.

Position on the ordered Hangar Wait List is not assignable. Aircraft ownership must be held as the name appearing on this application.

Hangar eligibility requires aircraft to be based at Watsonville Airport a minimum of six months each year and assessed by the Santa Cruz County tax Collector.

I have read, understand, and agree to comply with the policy governing the waiting list for aircraft hangar permits at Watsonville Municipal Airport.

Applicant Signature: _____

Date: _____

Airport Use Only Received by:_____

Date/Time Stamp:_____ Fee Paid $_____Receipt Issued _____

*Position Holder applicants must be, per Airport Regulations: (1) an Individual or (2) an entity. In the case of Entity membership documentation is required. If assigned a storage unit aircraft ownership must match the name on this application. **No exceptions.**

EXHIBIT "C" Policy Letter dated December 1, 2018

WATSONVILLE MUNICIPAL AIRPORT
100 AVIATION WAY ▯ WATSONVILLE, CALIFORNIA 95076
MAIN: 831 768-3575 ▯ FAX: 831 763-4058

December 1, 2018

Dear Hangar Waitlist position holder,

On June 9, 2015 the City Council voted to increase Hangar Waitlist Fees. The increase was effective July 1, 2015 with billing in October 2015 and due in full by December 1, 2015, ***there is no grace period.*** This letter serves as an administrative update to the Wait List Fees as authorized by the Airport Chapter of the Municipal Code, Section 7-18.101 Airport Manager authority.

The fees to obtain and to maintain a position on the list are noted below. A credit towards up to three month's rental fee, based on time on list since July 1, 2015, will be instituted.

Effective July 1, 2015 HWL **application** fee	$ 50.00
Effective July 1, 2015 HWL **annual** fee	$100.00

If annual renewal payment is not received by December 1st the position holder will be removed from the waitlist. The position holder must ensure the Airport Administrative office has the correct and current contact information.

Hangar Waitlist position holders who remain on the list, as detailed below, and assigned to a hangar will receive a credit up to one hundred dollars ($100.00) per each year on the hangar waitlist not to exceed $1,000.00 towards hangar rentals. The credit amount is applied to the first three (3) months' rent. If an applicant refuses a hangar after July 1, 2015, credit options are forfeited. For example, if on Hangar Waitlist and assigned hangar after July 1, 2015:

If on list three years, assigned hangar, $300.00 off the first month's rent is credited.
If on list five years, assigned hangar, $500.00 off the first month's rent is credited.
If on list seven years, assigned hangar, $700.00 off the first month's rent is credited.

By the end of 2015 the Airport's Hangar Administrator will communicate an update to the Hangar Waitlist policy. The published wait list (on the Airport Website) remains intact and when the next hangar is available, after January 1, 2016, we'll start at position one to determine the next tenant. The process will be documented and posted.

If you have any questions, please contact the Airport Administrative Office.

Sincerely,

Rayvon Williams
Airport Manager

EXHIBIT "D"

Aviation Storage Unit (Hangars, Middle or End Room or Tie-Down) Occupancy Permit

Watsonville Municipal Airport hereby grants permission to:

Permittee_____ **Permit Location #** _____

Address: _____

Telephone: _____ Email address: _____

Stored Aircraft: (Make) _____ (Model) _____

(Year)_____ N-Number: _____ Date of last Annual Inspection _____

(Year)_____ N-Number: _____ Date of last Annual Inspection _____

Start Date _____ Termination Date _____

Permit Type: _____T-Hangar _____Box Hangar _____Corporate Hangar ____Mini Hangar

___Middle or End Room ___Tie-Down (standard) ___Tie-Down (taxi-through)

The following terms and conditions shall govern the use of stated space by Permittee:

1. In consideration for monthly payment of $_____, (payable to **City of Watsonville**) Permittee shall have month-to-month right to: (a) Store Aircraft in/at Municipal Airport's Hangar/Tie-Down _____ and/or (b) rent a Middle and/or End Room _____. Permit renews automatically for an additional term at the end of the current term with no action required by Airport or Permittee.

2. Permitted storage uses are: (a) storage of listed aircraft(s), (b) non-commercial construction of amateur-built or kit-built aircraft, (c) storage of tools, parts and other articles desired for Permittee's maintenance/construction of aircraft and, if applicable, (d) additional stored items. Additionally, vehicles registered to the Permittee, which could be reasonably used for travel to and from airport, may be stored in hangars. Each vehicle must display a Security Decal. Limit three (3) Security Decals per Permit. Replacement permits are available per Rate and Fee Schedule.

3. Permittee shall comply with FARs, City of Watsonville Municipal Code and Airport Regulations, with specific commitment to ARTICLE ONE, ARTICLE TWO, and ARTICLE THREE AND ARTICLE FOUR of these Regulations.

4. Permittee understands aircraft and hangar shall be assessed tax by County of Santa Cruz and storage Unit rate is subject to annual rate increases periodically set by City Council.

5. Permittee's insurance shall list the City of Watsonville as an additional insured with respect to aircraft storage. Permittee provides thirty (30) days' notice in the event of cancellation or policy change.

6. Permittee shall not store/stack equipment or material constituting a hazard to persons or property.

7. Permittee shall provide key/combination for Hangars, Middle and End Rooms to be used for access during reasonable times and for inspections, checks and emergencies.

8. Airport Director and/or Fire Marshal shall have the right, at all reasonable times, to inspect. Permittee will correct violations within ten (10) business days of notice of such violation.

9. End/Middle Room Permittee agrees to ~~**submit an itemized listing of non-aeronautical**~~ storage, which could be otherwise stored in a commercial facility and pay appropriate fee per rate and fee schedule.

10. This permit is subject to the following additional terms and conditions:

(a) No person shall start or taxi any aircraft in a place where the air or exhaust blast is likely to cause injuries to persons or property.

(b) No person shall attach a hoist or hold mechanism (i.e. chain-fall, winch, block, tackle or any other hoisting device) to any part of the Hangar.

(c) No structure shall be erected within the hangar which relies on the hangar internal structure as support, brace or anchor without approval of the Airport.

(d) No person shall modify existing Hangar wiring or install additional outlets or fixtures without application to and approval by the Airport.

(e). No rebate or reductions in rent will be given for fractions of months occupied or for those months when the information was not provided.

(f) Permittee may request a swap of hangars/tie-downs, if accounts are current and in good standing.

(g) Permittee must **complete an airport "Vehicle/Pedestrian Access Training" program.**

11. Permittee shall use the hangar or tie down only for the storage of the aircraft (s) of record.

12. Permittee may store more than one owned aircraft, consistent with safety, in the hangar. At least one of the stored aircraft must be operational.

13. Permittee shall use middle/end room only for storage and not sublet any portion**.** ~~**Storage of non-aeronautical items incurs an additional fee.**~~

14. During Special Events (i.e. Annual Fly-in, Open House, etc.) Permittees may be temporarily denied access to the storage unit when "Waivered Airspace" is in effect or Aviation Way is closed to traffic.

15. Permittee or City may, upon thirty (30) days written notice, terminate this permit. The city may terminate upon a) Permit fee is not paid and account is delinquent in accordance with **Section 2.10** and/or b) Permittee has **failed to comply with any condition of this permit.** Permits allow for 30-day notices for non-monetary breaches and the 3-day notice for monetary breaches.

16. In the event of such a breach, the City shall notify the Permittee of termination in writing. The permittee shall have ten (10) days to cure any breach or defect or remove Permittee's aircraft from premises. In accordance with the City Municipal Code, the City is authorized to exercise due process for removal of Permittee's personal property.

Permittee signature: _____

Airport representative signature: _____ **Date:** _____

~~EXHIBIT "E"~~

~~Non-Aeronautical Storage within Middle/End Room~~

~~List of Stored items~~

~~End and Middle Room tenants may utilize storage space for **non-aeronautical items that could otherwise be stored in a commercial storage facility.** The items are **listed below** and appropriate fees will be charged. This list will be confirmed on a recurring basis. Storing items not listed is a violation of the Airport Regulations.~~

~~Permittee~~_____ **~~Permit Location #~~** _____

~~Non-Aeronautical items that could otherwise be stored in commercial storage facilities~~:

~~Permittee's list of items (Description and quantity):~~

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

~~Permittee signature~~: _____

~~Airport representative signature~~: _____

~~Date:~~ _____

Exhibit "E"

WATSONVILLE MUNICIPAL AIRPORT
AVAITION STORAGE UNIT (ASU) PERMITTEE
EVICTION PROCESS

1. Review Permittee account and prepare ASU account statement to delineate past due payments.
2. Communicate with Permittee via email/phone and send the ASU statement and request settlement within 10 days of receipt of email.
3. In case of no response/action from Permittee, follow the steps below:
   a. Draft a Notice of Default "NOD" to explain in detail the monetary default and attach the most recent ASU statement. The Notice of Default provides the Permitee a 10-day period to settle the balance according to permit agreement which should be reviewed in alignment with drafting the Notice of Default.
   b. Route the NOD to the Airport Director for review and signature. If the same NOD template has been previously reviewed by City Attorney and used in earlier correspondences with other tenants, no need to route for City Attorney for review. It is only required to route it for review if it is a new NOD or different than the ones previously used.
   c. Send the NOD via ***certified mail*** and retain a copy that proves Permittee's receipt of letter. It is also required to post a copy of the NOD at a conspicuous place on the ASU.
4. If Permittee doesn't settle the full balance by the deadline of the **date of receipt** of the certified mail and not the date of the NOD, the Airport will:
   a. Draft a 3-Day Notice to Pay or Quit, attach the most recent ASU account statement and route to Airport Director for review and signature.
   b. Send the Notice via ***certified mail*** and a copy that proves permittee's receipt of letter and post a copy at a conspicuous place on the ASU.
5. This notice also serves as a prerequisite for filing an unlawful detainer action in the event the Permittee refuses to voluntarily terminate the permit and the Airport decides to take legal action in court to evict the Permittee.
6. Contact the City Manager's Office and City Attorney for further actions to complete the eviction process.
7. Once eviction is complete, Airport Operations team should inspect the unit to ensure it left in its original condition at the time lease started.

General Notes:

1. When multiple permittee (married couple, Flying Club, etc.) are in possession under the permit, all notices must address both permittees and proper mail service should be followed for each Permittee separately.

Attachments:

1- Notice of Default Template
2- 3 Day Notice to Pay or Quit Template

Date

VIA CERTIFIED MAIL

Name
Address

REGARDING: NOTICE OF BREACH OF PERMIT, NOTICE OF DEFAULT
SUBJECT PROPERTY: *AVIATION STORAGE UNIT*, AS LEGALLY DEPICTED AT ATTACHED SPACE PLAN AS EXHIBIT B

DEAR _____:
Legal Company Name

The purpose of this letter is to notify (***"Company name/Permittee"***) of the delinquent rent and late fees owed for their use of (***noted Aviation Storage Unit location***).

(***"Legal company name/permittee"***), as lessee, ("***Company name/Permittee***") and the City of Watsonville, as lessor, ("City") entered into that certain *Watsonville* Airport Permit Agreement. The Permit provides for the lease of *square footage* square feet of the *property as described in Permit agreement*, as shown in the attached Exhibit B ("Permitted Premises"). All capitalized terms not defined herein shall have the meaning ascribed to such term in the Lease. (***Company name/permittee***) is an occupant of the above premises since (***Date of permit start***) when the City of Watsonville took possession of the above subject property.

PLEASE TAKE NOTICE that *Permittee name/company* is in default of the following duty and obligation under the Lease:

Permittee name/company has failed to pay rent as provided in Section (***number pertaining to rent***) of the Permit. The total outstanding rent and late fee charges as of the date of this notice and the full amount required to cure this breach is $*0.00* (***amount in letters***). Attached to this notice, is a customer statement summarizing the months in which rent was not received and late fees incurred for the months' rent was not received on the date specified in the lease agreement.

Pursuant to Section *refer to (**section number in permit pertaining to monetary defaults**)*, you are notified that it is the purpose and intent of this notice to cure the above referenced monetary defaults within SEVEN (7) calendar day period from the date this notice is received. Failure to cure this default within SEVEN (7) calendar day period will result into issuance of a THREE (3) day notice to pay or quit.

PLEASE TAKE NOTICE that within seven calendar days after service of this notice upon you, the total overdue amount, as stated in this notice, must be made by cash or check, payable to the CITY OF WATSONVILLE and must be delivered to 100 Aviation Way, Watsonville, CA 95076 Attention: Airport Accounting. Payments may be delivered to this office Monday through Friday between the hours of 9:00 and 5:00 p.m., holidays excluded.

Please provide your prompt attention and response to this matter. For any questions, please contact **XXXX**.

Sincerely,

XXX
Airport Director

Date

VIA CERTIFIED MAIL

Name
Address

THREE-DAY NOTICE TO PAY OR QUIT

PLEASE TAKE NOTICE that within three days after service of this notice upon you, you are required to pay the rent and late fees due and owing for the use of (***Hangar or Tie Down number***) ("Premises") at *Watsonville Municipal Airport, 100 Aviation way, Watsonville, California, 95076*, in the amount of *$0.00* (*mention the amount in letters*), representing the rent due and late fees as per the attached most recent customer statement.

Within three days after service of this notice upon you, the total overdue rent payment and late fees, in the amount stated above, must be made by cash or check, payable to the CITY OF WATSONVILLE, and must be delivered to 100 Aviation Way, Watsonville, CA 95076, Attention: Airport Accounting. Payments may be delivered to this office Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m., holidays excluded.

In the alternative, you are required to vacate and deliver the Premises to XXX, Watsonville Municipal Airport's Director, representative of the City of Watsonville ("Lessor"), within three days after service of this notice upon you.

If you fail either to pay the amount of rent and late fees demanded in this notice or to vacate and deliver the Premises to the person designated above within three days, the undersigned will commence legal proceedings against you to (1) declare a forfeiture of your Permit dated, _____, 20__, under which you hold possession of Premises, (2) recover possession of the Premises, (3) recover the rent and late fees demanded herein, due for the periods covered by this notice, and (4) recover damages for each day that you occupy the Premises after the periods covered by this notice (*plus statutory damage*) and costs of suit.

Please provide your prompt attention and response to this matter. For any questions, please contact XXXX.

Sincerely,

XXX
Airport Director

EXHIBIT "F"

Request for One-time Six-Month Extension of Storage Unit Rate for Inoperable Aircraft

Storage Unit Permittees who confirm and can demonstrate their aircraft was operational within the preceding 12 months are entitled to the current Aviation Storage Unit rate as established for Operational aircraft by the City Council for the type and size of Storage Unit that said tenant permitted.

Storage Unit tenants who are actively working towards bringing their aircraft into operational condition can request a one-time extension of up to six-months from the Airport Operations Supervisor by completing the form below. This request will be granted provided the Storage Unit tenant shows documentation that they are making significant progress in bringing their inoperable aircraft into operational condition.

Note: Storage Unit tenants may request a special extension of the Operational Aircraft rate by submitting a completed "***Special Request for Extension of Operational Aircraft*** **Storage Unit** ***Rate for Inoperable Aircraft***" form to the Airport Manager. These special extensions will be granted only in cases where the Permittee can document that every reasonable effort has been made to bring an aircraft to an operational state and that if unable, at no fault of their own, is delayed due to circumstances outside of their control such as an FAA Airworthiness Directive, backorder of parts, etc.

Permittee_____ **Permit Location #** _____

Address: _____

Telephone:_____ Email address: _____

Stored Aircraft: (Make)_____ (Model) _____

(Year)_____ N-Number: _____ Date of last Annual Inspection _____

Start Date _____ Estimated Completion Date _____

Permit Type: _____T-Hangar _____Box Hangar _____Corporate Hangar ____Mini Hangar

Permittee's justification for extension request:

_____

_____

_____

_____

Permittee signature: _____

Airport representative signature: _____

Date Extension begins: _____ **Date Extension ends:** _____

EXHIBIT "G"

Special Request Extension of Operational Aircraft Storage Unit Rate for Inoperable Aircraft

Storage Unit Permittees who are actively working towards bringing their aircraft into an operational condition and have previously been granted a one-time Six-Month extension of Storage Unit Rate for Inoperable aircraft can request a one-time extension of up to additional six-months from the Airport Manager by completing this form.

These special extensions will be granted only in cases where the Storage Unit Permittee can document that every reasonable effort has been made to bring an aircraft to an operational state and that if unable, at no fault of their own, is delayed due to circumstances outside of their control such as an FAA Airworthiness Directive, backorder of parts, etc.

Permittee_____ **Permit Location #** _____

Address: _____

Telephone: _____ Email **address:** _____

Stored Aircraft: (Make) _____ **(Model)** _____

(Year)_____ N-Number: _____ Date of last Annual Inspection _____

Start Date _____ Estimated Completion Date _____

Permit Type: _____T-Hangar _____Box Hangar _____Corporate Hangar ____Mini Hangar

Permittee's justification for special extension:

- FAA Airworthiness Directive
- Backorder of Parts
- Other _____

Permittee's explanation and documentation:

_____

_____

_____

Permittee signature: _____

Airport representative signature: _____

Date Extension begins: _____ **Date Extension ends:** _____

Exhibit "H"

WATSONVILLE MUNICIPAL AIRPORT AUTOGAS SELF-FUELING PERMIT AGREEMENT and APPLICATION.

THIS SELF-FUELING PERMIT AGREEMENT by and between the City of Watsonville, a Municipal Corporation and charter city ("City") and _____ ("Permittee") is made with reference to the following facts:

A. Permitee rents aviation storage unit at the Watsonville Municipal Airport ("Airport") for the purposes of storing aircraft (s) or for the purposes of performing aeronautical activities and services, pursuant to a City Council resolution establishing charges and fees, therefore.

B. Permittee desires to self-fuel aircraft owned by the Permittee with automotive gasoline ("MOGAS"); and

C. City has authorized the Airport Manager ("Manager") to permit self-fueling at the airport pursuant to the Watsonville Municipal Code **(Resolution 31-95)** so long as self-fueling permits are issued in accordance with all applicable requirements of the United States Department of Transportation, the Federal Aviation Administration, and Federal Aid to Airport Grant Agreements and Assurances.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Authorization of Self-Fueling. City hereby authorizes Permittee to engage in the self-fueling of aircraft owned by Permittee at the Airport; and Permittee agrees to carry out such refueling with Permittee's own equipment in accordance with all applicable laws, regulations, and directives, including the FAA Supplemental Type Certificates ("STCs") and in compliance with the terms and conditions of this Self -fueling Permit Agreement.

2. Permitted Self-fueling Activities. Permittee may conduct the following fueling activities on the Airport under the authority of this permit:

a. Self-fueling operations for non-commercial purposes, consisting of the transportation of flammable liquids, i.e., MOGAS to or from the Permittee's designated aviation storage unit on the Airport. The permittee will fuel the aircraft owned by Permittee and no others under the authority of this permit shall be allowed to conduct fueling operations. Permittee shall not, under any circumstances, sell fuel to or dispense fuel into any other aircraft.

b. Self-fueling operation for commercial purposes are permitted pursuant to the Airport's Minimum Commercial Standards and details set forth below. Such details are reasonable for commercial operators.

(1) Commercial operators shall obtain a permit from the City. A fee for the permit shall be imposed to cover the cost of refueler equipment inspection and related administrative costs. The annual fee for the permit will be established by the City Council.

(2) Fueling is to be done by trained employees of the commercial operation only. No off-airport company will be permitted to come onto the field and fuel aircraft.

(3) All employees of the commercial operation who refuel aircraft will obtain training through the Watsonville Fire Department. The Fire Department will charge a standard hourly rate per training class. Each class is estimated to be two hours.

(4) **AvGas** and **Jet "A"** (Aviation grade fuel) can be purchased for self-fueling only through Watsonville Municipal Airport.

(5) **MOGAS** (automobile fuel) may be brought onto the field in a Watsonville Fire Department approved container or vehicle refueler. In addition to any requirements the Fire Department may impose the fuel pumping system will have a fuel flow meter, non-resettable, which shows aggregate fuel usage.

(6) If MOGAS is used, it is the responsibility of the commercial operator to comply with all Federal regulations including the condition of Supplemental Type Certificates (STCs) that are relevant. MOGAS is not to be used in aircraft that do not have the appropriate STCs.

(7) Persons renting/operating aircraft using MOGAS must be informed that non-aviation certified fuel is being used.

(8) For Commercial fueling, if a refueler is used, the refueler, when not in use, must be parked a minimum of thirty (30) feet from any ignition source. At no time shall a refueler, when not in use, be parked in an aircraft hangar.

(9) The commercial operator shall keep a log of each aircraft fueled. The log will show aircraft Hobbs time, quantity of fuel, source of fuel, date, and the starting and ending meter readings. The operator shall make available, upon request, all aircraft logs and invoices of all fuel purchases.

(10) Commercial operator fee (cost per gallon) for MOGAS will be set the first of each month.

(11) Permittee shall supply the City with evidence of insurance for activities described in the permit, included but not limited to use, transfer, and dispersing of MOGAS.

The self-fueling activities authorized above shall be subject to the following conditions and restrictions:

c. Permittee shall show proof of compliance with current FAA regulations governing the use of auto gas. The aircraft owner shall: Provide a copy of the STCs (Supplemental Type Certificates) to the Airport Manager for file and the appropriate STCs sticker on the airplane near the fuel tank inlet.

d. Permittee shall be permitted to self-fuel Permittee's aircraft only in fueling area(s) as the Airport Manager may designate. An approved fueling system of five (5) gallons or less may be used when the aircraft is located within the hangar. The insurance requirements established in Section 7 paragraph (f) of this permit are not applicable for a 5 gallon or less fueling system used. The dispensing and delivery of fuel into aircraft shall be in strict accordance with all Airport ~~rules and~~ regulations governing the delivery of fuel into aircraft. It shall be the sole responsibility of Permittee to keep fully informed of such ~~rules and~~ regulations at all times.

e. Fuel equipment used by Permittee shall meet the minimum requirements and established by recognized standards such as NFPA 407 and the Uniform Fire Code.

f. Noncommercial fueling is subject to **Section 3.4** of the Airport Regulations.

g. Permittee shall use only the entrance, exit and route designated by the Airport Manager during the transportation and delivery of fuel onto and off the Airport.

h. During fuel dispensing into the aircraft, the fueling vehicle and aircraft shall be positioned with a clear exit path and shall not obstruct other aircraft or vehicular movements.

i. Fuel delivery vehicle/equipment and aircraft shall be grounded during refueling operations.

j. Permittee shall ensure that there are no potential sources of fuel ignition within thirty (30) feet of the fueling operations.

k. Fuel nozzles shall be approved self-closing type without latch open device and shall not be blocked open with any foreign object or left unattended during fueling operations.

l. All fuel spills shall be reported immediately to Airport Operations during normal working hours or to Fire Department through non-emergency (831) 471-1170 or 831 768-3585.

m. A training program developed by the Airport Manager and Fire Marshal shall be successfully completed by the permittee prior to issuance of a self-fueling permit.

l. The Airport Manager or an appointed representative may immediately suspend any fueling operation for violation of any term or condition of this permit.

3. **Minimum Fueling Equipment Requirements:**

a. Fuel transport and dispensing tanks/containers must comply with all applicable federal, state, county, and city regulations regarding the transportation and storage of flammable or combustible liquids, i.e., MOGAS (automotive gasoline).

b. Fuel must be transferred to an aircraft via an approved gasoline transfer pump or manual (hand crank) pump. The refueler tank or container shall be no more than 92 gallons in size. The refueler system shall be equipped with a drainable water sump on the fuel tank; and an in-line 5-micron fuel filter or better in the fuel transfer system.

c. All fuel transport container(s) shall be mechanically secured, i.e., bolted or strapped in the transport vehicle as approved by the Fire Marshal.

d. Fuel dispensing container(s) shall have a valve mechanism such that water or other contaminants can be drained from the lowest portion of the tank, unless equipped with an approved metal filter of adequate size approved by the Fire Marshal.

e. Fuel uplift standpipe shall be constructed such that approximately 5-10% of the total capacity of the dispensing tank cannot be delivered through the dispensing system (5-10% unusable sump).

f. Fuel dispensing pumps (and any associated electrical wiring), hoses, nozzles, and filters shall meet all applicable federal, state, county, and city requirements pertaining to the dispensing of automotive gasoline or aviation fuels. Fuel dispensing nozzles shall be of the type equipped with an approved self-closing type shut off without hold open latching device. When not in use, the fuel nozzle shall be secured in a fashion that will prevent accidental fuel flow or excessive nozzle damage. The fuel system shall be equipped with a remote shut-off located at the storage tank or container as a secondary means of controlling the fuel flow.

g. Approved cables for electrically grounding the fuel dispensing system and the aircraft shall be provided. The grounding wire from the dispensing vehicle to the aircraft shall be properly attached during fueling operations.

h. An approved 20 B.C. rated fire extinguisher is required and shall be readily available (within 25' travel distance) to the operator while transporting or dispensing automotive gasoline or aviation fuels on the Airport.

i. All equipment shall be maintained in a clean, non-leaking condition and subject to inspection at any time by the Airport Manager or Fire Marshal while on the Airport premises.

j. All equipment shall be inspected and approved in writing by the Fire Marshal before the annual self-fueling permit is approved.

4. **Safety Measures and Precautions.** Requests established by **FAA,** the Uniform Fire Code and National Fire Protection Agency Pamphlet 407 shall be observed by refuelers on the airport. A training program developed by the Airport Manager and Fire Marshal shall be successfully completed by the permittee prior to issuance of a permit.

5. **Non-commercial Annual Permit Fee**. Permittee shall pay City an annual non-refundable Permit Fee according to the Airport Rate and Fee Schedule. Said fee shall be submitted to the Airport Manager in connection with annual permit approval. No self-fueling activities may occur until the Airport Manager and Fire Marshal approve the self-fueling permit.

6. **Insurance Requirements.** Commercial Permittees, at its sole cost and expense and for the full term of this permit or any renewal thereof, shall obtain and maintain at least the minimum insurance requirements set forth in the Watsonville Municipal Airport Minimum Commercial Standards. Non-Commercial Permittees at its sole cost and expense and for the full term of this permit or any renewal thereof shall obtain and maintain at least the minimum insurance requirements set forth below.

a. A COMPREHENSIVE AUTOMOBILE policy, with a minimum limit of not less than $500,000 combined single limit for bodily injury and property damage, providing at least all the following coverages (without deductibles):

(1) Coverages shall be applicable to all leased, owned, hired, or non-owned, vehicles used in the pursuit of any of the activities associated with this permit, to include but not be limited to vehicle travel on airport while conducting refueling of aircraft and when parked on airport property.

b. The said policy or policies described above shall name the City, its officers, agents, volunteers, and employees as additional named insures and shall insure against all claims or demands of any and all persons for damage and injuries, including death, sustained by any person or persons occurring from the negligence or the act or omission of Permittee, its officers, agents, volunteers, and employees, or resulting from its noncompliance with any law, ordinance, order, or regulation respecting the condition, use, occupation, or safety of the premises hereunder or any part thereof, or resulting from Permittee's or its agents' or employees' failure to do anything required by this permit agreement or resulting from or arising out of the Permittee's activities under this agreement and any lease or other document governing Permittee's use of the airport and/or any structure thereon.

c. Endorsements: All the following endorsements are required to be made part of each of the above required policies as stipulated below:

d. "The City of Watsonville, its employees, officers, agents, and volunteers are hereby added as additional insures."

e. "This policy shall be considered primary insurance as respects any other valid and collectible insurance the City of Watsonville may possess, including any self-insured retention the City may have, and other insurance the City does possess, if any, shall be considered excess insurance only."

f. "This insurance shall act for each insured, and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

g. "Thirty (30) days prior written notice of cancellation shall be given to the City of Watsonville in the event of cancellation and/or reduction in coverage of any nature."

h. Proof of Coverage: Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided to the Airport by the Permittee's insurance company prior to the execution of this permit as evidence of the stipulated coverage. Permittee shall submit to the Airport Manager a current Certificate of Insurance with required endorsements which shall be maintained on file with the Airport.

7. **Indemnity and Waiver of Claim.** By acceptance of this Permit, Permittee hereby agrees to defend, indemnify, and hold harmless City, its officers, agents, volunteers, and employees from any and all claims, demands, damages, obligations, suits, judgments, penalties, causes of action, losses, liabilities, or costs at any time received, incurred, or accrued by City, its officers, agents, volunteers, and employees, as a result of or arising out of the existence of or exercise of the rights or obligations of Permittee under this Permit, except as may arise from the sole active negligence or sole willful misconduct of City, its officers, agents, or employees, City's right to full indemnity hereunder shall arise notwithstanding that principles of comparative negligence might otherwise impose liability on City pursuant to statutes, ordinances, regulations, or other laws.

Permittee, as a material part of the consideration to be rendered to City under this Permit, hereby waives all claims or causes of action against City, its officers, agents, volunteers, or employees which it may now or hereafter have for damages to goods, wares, merchandise or other property in, about or upon the Watsonville Airport, and for injuries or death to persons in or about said Airport, from any cause or causes arising at any time, except as may arise from the sole active negligence or sole willful act of misconduct of City, its officers, agents or employees, and notwithstanding that joint, several, or concurrent liability, or principles of comparative negligence, might otherwise impose liability on City.

8. **Grant Agreement Covenants:** Permittee acknowledges that the City is subject to Federal Grant Agreement obligations as a condition precedent to granting of funds for improvement of the Airport, and, accordingly, agrees to be bound by, the following covenants contained in 5190. 6A by the Federal Aviation Administration, as they may apply to Permittee.

9. **Modifications for Granting FAA Funds.** In the event that the Federal Aviation Administration requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or enhances to this Permit, Permittee agrees to consent to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Permit as may be reasonably required to enable city to obtain said Federal Aviation Administration funds, provided that in no event shall such changes substantially impair the rights of Permittee hereunder.

10. **Assignment Prohibited.** This Permit is personal to Permitee and is not transferable or assignable by operation of law or otherwise.

11. **Failure to Conform to Requirements of Permit.** If Permittee shall, at any time or times, during the term of this Permit, fail to conform to the terms, conditions, or provisions herein contained, then the Airport Manager may give thirty (30) days advance written notice of intent to revoke and terminate all rights and privileges granted herein. The permittee shall have ten (10) business days after the receipt of said notice to either conform to the requirements of this Permit, or to file a written notice of appeal. The decision of the Airport Manager to revoke and terminate all permitted rights and privileges shall be final if no such appeal is timely filed.

12. **Month-to-Month Term**. This permit shall be effective after issuance upon the rate of its acceptance and shall extend through the last day of the month when this occurs, but it shall be extended automatically for each successive month thereafter unless and until terminated by written notice from either the City's Airport Manager or Permittee.

13. **Permitee Not an Agent of City**. Issuance of this permit or any acts of Permittee under this permit shall not in any way constitute Permittee as agent, contractor, licensee, volunteer, or employee of the City of Watsonville for any purpose.

14. **Appeal Rights**. Denial, modification, restriction, revocation, or termination of this permit is subject to the rights of appeal specified by Chapter 1-4 of the Watsonville Municipal Code.

15. ***Notices. All written notices given in conjunction with this permit shall be effective upon deposit in the mail, first class, postage prepaid, to the applicable addresses:***

City of Watsonville:	Airport Director Watsonville Municipal Airport 100 Aviation Way Watsonville, California 95076

Aircraft Automotive (MoGas) Self-Fueling Permit Application

The undersigned as Permittee hereby agrees, in consideration of the revocable permit granted above, to perform and abide by the terms, conditions, restrictions, and obligations of the permit.

If Permittee is a corporation or limited liability company, the undersigned personally guarantees the performance of the obligations created by this agreement. Guarantor waives presentment and/or demand. The city may pursue all obligations under this agreement against the guarantor.

Permittee:_____

Address: _____

Telephone:_____ **Email address:** _____

Aviation Storage Unit # _____

Aircraft: (Make) _____ **(Model)** _____

Aircraft Year:_____ **N-Number:**_____ **Aircraft Horsepower** _____

STC Certificate: _____

Non-Commercial (Individual) Required Information:

- Refueling Method _____
- Insurance Provider _____
- Insurance Policy Number _____
- Watsonville Fire Department Training Date Approved: _____

Commercial Required Information Refueling vehicle:

- Refueling Vehicle _____
- Insurance Provider _____
- Insurance Policy Number _____
- Watsonville Fire Department Training Date Completed: _____
- Watsonville Fire Department Refueling Vehicle Inspection Completed: _____

Permittee signature: _____

Airport representative signature: _____

Fee Paid: $ _____

Date:_____

EXHIBIT "I"
Aircraft Accident or Incident Reporting Form

Name of Reporting Party Date	Address	City	Zip	Phone
Accident/Incident Location (from Airport Grid Map):				
Explain Incident:				
Date Call Received	Time Call Received	Call Received By	City Property Damaged? Yes No	

Pilot, Passenger, and Aircraft Data				
Name of Pilot	Address	City	Zip	Phone
Pilots License No.	Insurance co.		Policy No.	
Owners Name	Address	City	Zip	Phone
Name Of Witness:	Address	City	Zip	Phone
Name Of Witness:	Address	City	Zip	Phone
Aircraft Make:	Model:		N#	
Additional Data:				
Airport Staff:		Date Investigated:		

Remarks		
Report Completed By:	Date Completed:	Approved By:

Location Total Aircraft Occupants:

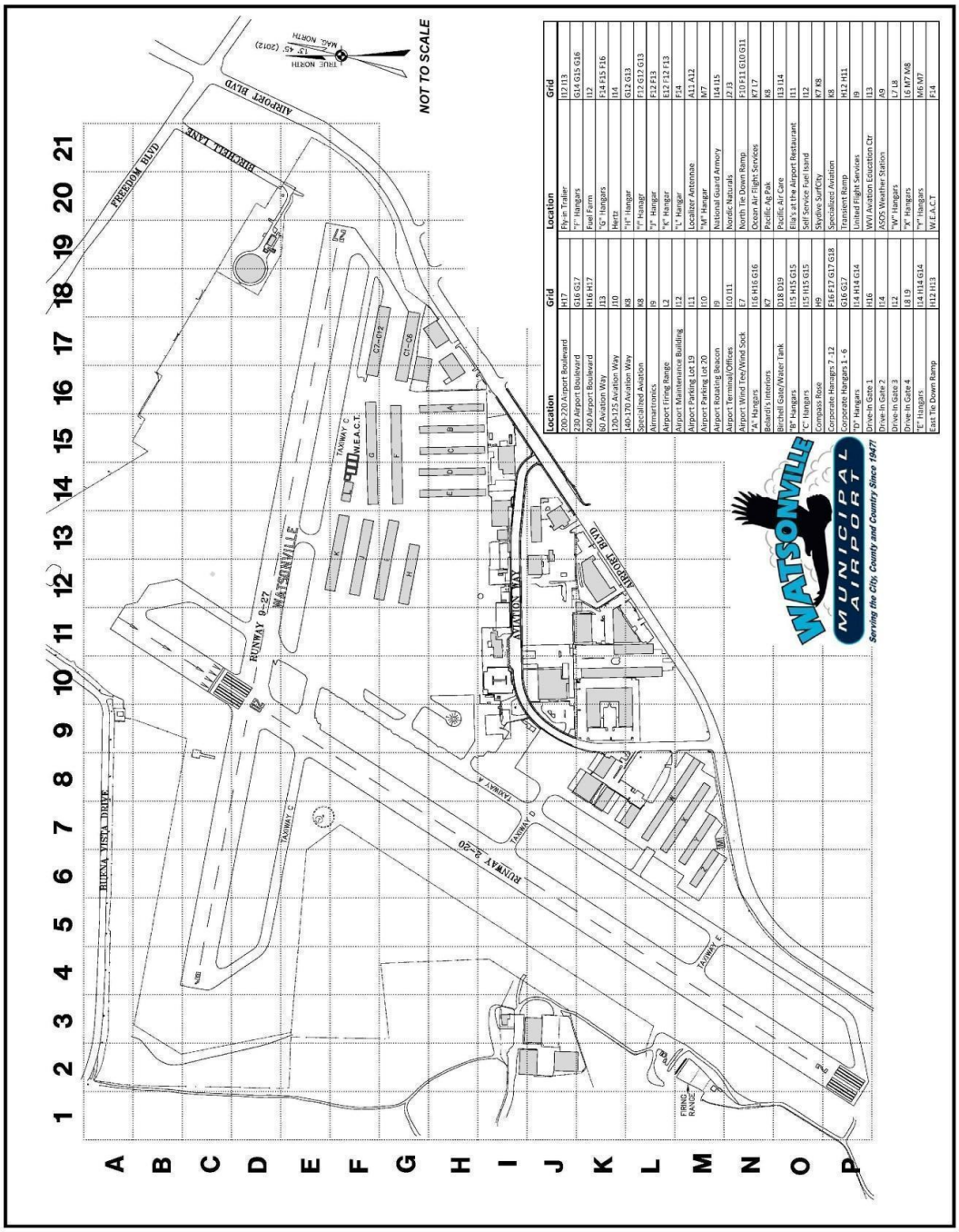
Fatalities:_Number of Injured:__ Injuries: __

Aircraft Damage:____ Aircraft Home Airport: PIC Pilot

Certificate: _____

FAA/NTSB classified this as an: _

EXHIBIT "J"
KWVI GRID MAP



Location	Grid
200-220 Airport Boulevard	H17
230 Airport Boulevard	G16 G17
260 Airport Boulevard	H16 H17
60 Aviation Way	I13
120-125 Aviation Way	J10
140-170 Aviation Way	K8
Specialized Aviation	K8
Airmartronics	I9
Airport Firing Range	L2
Airport Maintenance Building	L12
Airport Parking Lot 19	I11
Airport Parking Lot 20	I10
Airport Rotating Beacon	I9
Airport Terminal/Offices	I10 I11
Airport Wind Tee/Wind Sock	E7
"A" Hangars	I16 H16 G16
Boland's Interiors	K7
Birchell Gate/Water Tank	D18 D19
"B" Hangars	I15 H15 G15
"C" Hangars	I15 H15 G15
Compass Rose	H9
Corporate Hangars 7 -12	F16 F17 G17 G18
Corporate Hangars 1 - 6	G16 G17
"D" Hangars	I14 H14 G14
Drive-In Gate 1	H16
Drive-In Gate 2	I14
Drive-In Gate 3	L12
Drive-In Gate 4	L8 L9
"E" Hangars	L14 H14 G14
East Tie Down Ramp	H12 H13

Location	Grid
Fly-in Trailer	I12 I13
"F" Hangars	G14 G15 G16
Fuel Farm	I12
"G" Hangars	F14 F15 F16
Hertz	I14
"H" Hangar	G12 G13
"I" Hangar	F12 G17 G13
"J" Hangar	F12 F13
"K" Hangar	E12 F12 F13
"L" Hangar	F14
Localizer Antennae	A11 A12
"M" Hangar	M7
National Guard Armory	I14 I15
Nordic Naturals	J7 J3
North Tie Down Ramp	F10 F11 G10 G11
Ocean Air Flight Services	K7 L7
Pacific Ag Pak	K8
Pacific Air Care	I13 I14
Ella's at the Airport Restaurant	I11
Self Service Fuel Isand	I12
Skydive SurfCity	K7 K8
Specialized Aviation	K8
Transient Ramp	H12 H11
United Flight Services	I9
WVI Aviation Education Ctr	I13
ASOS Weather Station	A9
"W" Hangars	L7 L8
"X" Hangars	I6 M7 M8
"Y" Hangars	M6 M7
W.E.A.C.T	F14

Exhibit "K"

WATSONVILLE MUNICIPAL AIRPORT ADMINISTRATIVE CITATION	□ WARNING □ CITATION

ON FIELD LOCATION PER GRID MAP COORDINATES:				AIRPORT APN #:	DATE:
INDIVIDUAL:		ENTITY:			CASE#:
	VIOLATION OF AIRPORT REGULATIONS WMC 7-8.101			HAZMAT AND SOLID WASTE VIOLATIONS WMC 7-8.207	
	DESTRUCTION OR DAMAGE TO AIRPORT PROPERTY WMC 7-8.104			FAILURE TO RECTIFY FIRE VIOLATION WMC 7-8.207	
	ABANDONED PERSONAL PROPERTY ON AIRPORT WMC 7-8.105			RESIDENCY IN HANGAR WMC 7-8.209	
	POSSESSION OF FIREARM OR FIREWORKS ON AIRPORT PROPERTY IN VIOLATION OF WMC 7-8.106			FAILURE TO MEET INSURANCE REQUIREMENTS WMC 7-8.210	
	SMOKING NEAR FUEL ISLAND WMC 7-8.108			VIOLATION OF AIRCRAFT OPERATIONS (GENERAL) WMC 7-8.300	
	NUISANCE, UNAUTHORIZED SIGNAGE, SOLICTATION, VANDALIZE, LITTERING WMC 7-8.109			VIOLATION OF AIRCRAFT OPERATIONS (PARKING) WMC 7-8.300	
	FLYING RC AIRCRAFT WITHOUT PERMIT WMC 7-8.110			FAILURE TO REPORT INCIDENT AND/OR ACCIDENT WMC 7-8.302	
	ANIMALS UNLEASED WMC 7-8.111			VIOLATION OF MOTOR VEHICLES (GENERAL) WMC 7-8.400	
	NO PERMIT WHEN REQUIRED WMC 7-8.200			VIOLATION OF MOTOR (PARKING) WMC 7-8.401	
	AVIATION FUEL SALES AND/OR DISPERSING VIOLATION WMC 7-8.203			VIOLATION OF MOTOR VEHICLES (ON AIRPORT) WMC 7-8.402 AND 403	

1ST CITATION $ 100.00 PER VIOLATION	2ND CITATION $ 200.00 PER VIOLATION	3RD CITATION $ 500.00 PER VIOLATION	X $	TOTAL $

THE TOTAL FINE IS DUE AND PAYABLE TO THE CITY OF WATSONVILLE 100 AVIATION WAY, WATSONVILLE, CA 95076, WITHIN 30 DAYS OF ISSUANCE. THE APPEAL PROCESS IS EXPLAINED ON THE REVERSE SIDE OF THIS CITATION. THE FOLLOWING REQUIREMENTS MUST BE MET IN ORDER TO CORRECT THE NOTED VIOLATIONS

_____

_____

_____

_____

RECEIVED BY:	ISSUED BY:	TEL #:

Sec. 1-2.111. Appeal of Administrative Citation.

(a) Responsible Parties receiving an Administrative Citation may appeal to a Hearing Officer within twenty-one (21) calendar days from the date of the Administrative Citation, together with an advance deposit of the fine. A Notice of Appeal form may be obtained from the Administrative Processing Agency specified on the Administrative Citation. The Notice of Appeal must be in writing and specify the factual and/or legal basis for the appeal in detail and must be filed with the Administrative Processing Agency as indicated in the Administrative Citation. If the deadline falls on a weekend or City Holiday, then the deadline shall be extended until the next regular business day.

(b) As soon as practicable after receiving the Notice of Appeal, the Administrative Processing Agency shall review the Administrative Citation and if found to be complete and in conformance with Section 1-2.107, fix a reasonable date, time and place for hearing before a Hearing Office appointed by the City Manager pursuant to Subsection (d) of Section 1-2.102 of this Article. Written notice of the time and place for the hearing may be served by U.S. First Class mail, personal service, or posting a copy of the notice at least ten (10) calendar days prior to the date of the hearing to the Responsible Party protesting the citation.

(c) The failure of any person with an interest in the property affected to receive such properly addressed notice of the hearing shall not affect the validity of the proceedings under this Article. Service by U.S. First Class mail, postage prepaid shall be effective on the date of mailing.

(d) Failure of a Responsible Party to file a Notice of Appeal in accordance with the provisions of this Section shall constitute a waiver of the Responsible Party's rights to administrative determination of the merits of the Administrative Citation and the amount of the penalty. Failure of any recipient of an Administrative Citation to appear at the Administrative Citation hearing shall constitute a forfeiture of the fine and a failure to exhaust administrative remedies thus barring review by the Court pursuant to Subsection (b)(1) of Section 53069.4 of the Government Code.

(e) If an Enforcement Officer submits an additional written report concerning the Administrative Citation to a Hearing Officer for consideration at the hearing, then a copy of this report also shall be served on the Responsible Party requesting the hearing at least five (5) calendar days before the date of the hearing.

Articulo 1-2.111. Apelación a la Citación Administrativa

(a) Las personas responsables que recibieron una Citación Administrativa pueden apelar ésta al funcionario de la gestión de la audiencia dentro de veintiún (21) días del calendario de la fecha de la Citación Administrativa, junto con un depósito por adelantado de la multa. Se puede obtener un formulario de Notice of Appeal (Notificación de Apelación) de la Agencia de Tramitación Administrativa (Administrative Processing Agency) indicada en la Citación Administrativa. La Notificación de Apelación deberá ser por escrito y especificar detalladamente el fundamento de los hechos o el fundamento legal y deberá ser entregada a la Agencia de Tramitación Administrativa según lo indica la Citación Administrativa. Si la fecha límite es durante el fin de semana o los días festivos del municipio, entonces la fecha límite se prolongará hasta al siguiente día laboral.

(b) Tan pronto se pueda después de recibir el Aviso de Apelación, la Agencia de Tramitación Administrativa deberá examinar la citación y si encuentra que está completa y en acuerdo con la Sección 1-2.107, fijar un fecha, hora y lugar razonable antes que el funcionario encargado de la audiencia pública, asignado por el administrador municipal en conformidad con el Subsección (d) de la Sección 1-2.102 de este Artículo. Se puede entregar la notificación por escrito de la hora, el lugar de la audiencia por correo de primera clase, o fijando una copia de esta notificación por lo menos diez (10) días del calendario antes de la fecha de la audiencia a la persona responsable que ha protestado la citación.

(c) Si alguna persona con interés en la propiedad afectada no recibe la notificación acerca la audiencia con la dirección correctamente notada no esto no deberá afectar la validez de las deliberaciones según lo estipula este Artículo. La notificación por correo de primera clase de los E.E. U.U. con franqueo prepagado entrará en vigencia a partir de la fecha de correo.

(d) Si la persona responsable no presenta una Notificación de Apelación según las provisiones de esta Sección constituirá una renuncia por la Persona Responsable de sus derechos a la determinación administrativa de los méritos de la citación y la cantidad de la multa. Si el destinatario de la Citación Administrativa no se presenta a la audiencia constituirá la pérdida de la multa y el incumplimiento de agotar los remedios administrativos por consiguiente impedirá la revisión por el tribunal de acuerdo a la subsección (b)(1) de la Sección 53069.4 del Código Gubernamental.

(e) Si el encargado del cumplimiento del código presenta un informe adicional por escrito tocante a la Citación Administrativa al funcionario de la gestión de la audiencia, entonces este informe también deberá entregar una copia a la persona responsable que solicito la audiencia por lo menos cinco (5) días del calendario antes de la audiencia.