

T-HANGAR USE POLICY
MODESTO CITY – COUNTY AIRPORT

**Adopted by the Modesto City Council on October 12, 2004,
Resolution No. 2004 -540**

Scope: This policy covers the procedures required of general aviation aircraft tenants or prospective tenants in the use of T-hangars at the Modesto City – County Airport.

Purpose: It is the intent of the City of Modesto to manage the use of T-hangars at the Modesto City – County Airport in a consistent, reasonable and responsible manner, and in accordance with applicable sections of the Modesto Municipal Code. This Policy is intended to provide the Airport Manager and T-hangar tenants alike with guidelines that all parties can follow to assure proper leasing and use of T- hangars at the Airport. It is not the intent of this policy to make provisions that are contrary to the Municipal Code, and in the event that there is a discrepancy or conflict between the two, the Municipal Code shall govern.

Location: The location of the T-hangars is on the southwest, or general aviation side of the Airport. Exhibit A, attached as a part of this policy, identifies the T-hangar rows (existing and future) to which this policy applies.

Policy Statements:

- The leasing of T-hangars shall be in accordance with the Modesto Municipal Code and the Aircraft Hangar Waiting List Policy adopted by the Modesto City Council in January 1990, Resolution 90-49.
- Aircraft owners wishing to lease a T-hangar at the Modesto City-County Airport shall execute a Lease Agreement in a form provided by the City of Modesto and shall abide at all times by the terms and provisions of the Lease Agreement.
- It is the intent of the City of Modesto that those leasing a T-hangar at the Airport will use the T-hangar for aircraft purposes only, except with written consent of the City to do otherwise. To that end, the following provisions further define appropriate use of a T-hangar.
 1. Pursuant to the Lease Agreement, an aircraft must be stored in the hangar. The storage of vehicles, boats, furniture, construction materials, machinery, household goods etc. only, or in lieu of an aircraft is not permitted.
 2. Aircraft parts only, i.e., fuselages, wing sections, engines etc. do not qualify as an aircraft unless reasonable and verifiable progress is made to restore the aircraft, or complete a home-built aircraft. Reasonable progress is further defined as active and consistent work on assembling the aircraft with the intent of restoring it to full flight status within one (1) year. If the aircraft being worked on is a homebuilt kit, the construction of the aircraft must be complete within one (1) year of its original purchase. The tenant is responsible to provide evidence substantiating reasonable progress to the Airport Manager. Extensions of these time provisions may

be requested of the Airport Manager, with an explanation for cause. The Airport Manager shall consider the explanation provided and either grant or deny the time extension requested. Restoration or construction of aircraft as herein described is subject to annual inspection by the Airport Manager. Failure to meet these deadlines will be deemed unacceptable and grounds for the termination of the Lease Agreement. It is not the intent of this policy to allow storage of aircraft in T-hangars, unless they are being actively worked on to restore them to flying condition within a reasonable amount of time. It is the intent of this policy to have T-hangars occupied with fully functioning aircraft to the extent possible.

3. The aircraft in the T-hangar must be owned (fully or partially) by the tenant who signed the hangar Lease Agreement. The tenant can also lease an aircraft for exclusive use. Aircraft 'N' number(s) will be compared with the owner's name(s) and the certificate of insurance to verify proper tenancy. If an aircraft was recently acquired and does not show on the FAA aircraft registration database, the tenant should provide a copy of the Aircraft Registration Application (FAA Form 8050-1). If the aircraft is leased, the insurance must show the tenant as the policyholder, and the owner as an additional insured.
4. Structures and/or lofts constructed inside a T-hangar. Permission for construction of such facilities requires the prior approval of the Airport Manager. The construction of these kinds of facilities will be done under the auspices of the City's Building Inspection Department, with an associated Building Permit obtained and displayed during construction.
5. T-hangars will be subject to a triennial inspection by the City of Modesto Fire Marshal and by Airport Maintenance and Operation staff for the purpose of determining compliance with applicable provisions of the Modesto Municipal Code, Fire Code and T-Hangar Lease Agreement.
6. Installation of additional wiring for lighting and equipment needs to be done in conformance with all applicable Building and Fire Codes. Permission for the use of extension cords must be obtained from the Modesto Fire Department prior to implementation. Extension cords may not be used in lieu of permanent wiring. Any extension cord that is permitted for use must be unplugged when you leave the hangar.
7. Heaters of any type are not permitted in the hangars unless they are first inspected and approved for use by the Fire Department.
8. Storage in the T-hangar should be neat and minimal. Unobstructed fire or emergency access to the rear of the hangar must be provided.
9. The storage, use, or handling of flammable/combustible liquids is prohibited inside of T-hangars unless approved by the Fire Marshal in accordance with the California Fire Code.
10. No objects may be hung from or attached to the supporting members of the T-hangar without the prior approval of the Airport Manager.

- It is the intent of this policy to provide for a safe environment in which aircraft can be housed at the Modesto City – County Airport. If either the Airport Manager or Fire Marshal determines that an unsafe situation is present in the T-hangar, the tenant shall immediately correct that situation in consultation with the Airport Manager or the Fire Marshal. Failure to comply with the directives of either individual will be grounds for terminating the hangar Lease Agreement. The tenant may appeal the determination rendered, but only after correcting the situation as directed by the Fire Marshal or Airport Manager.

Deviations:

It is recognized that not every situation, which someone may encounter in the lease of a T-hangar, can reasonably be covered by this policy. In the case where a tenant wants to deviate from this policy, or perform an activity not covered by this policy, prior approval shall be obtained from the Airport Manager or Fire Marshal, as the situation may dictate.

Appeals Process:

In the case where a T-hangar tenant does not agree with a determination made by either the Fire Marshal or the Airport Manager, the tenant shall have the right to an appeal. If the appeal is in regards to an issue from the Fire Marshal, the tenant shall follow appeal procedures as established by the Modesto Fire Department. If the appeal is in regard to an issue from the Airport Manager, the tenant shall present their information to the Engineering and Transportation Director, who shall render a decision either supporting or denying the appeal. If the tenant is still not satisfied with the decision rendered, either by the Fire Department or by the Engineering and Transportation Director, then the tenant may invoke the appeal process as outlined in the Modesto Municipal Code, Sections 1-4.01 through 1-4.05.

We truly appreciate your continued cooperation and attention to the items listed above. As a result, your help will provide safe hangar facilities, and support a fair and enjoyable tenant/landlord relationship, which is to everyone's best interest.

Approved by the Airport Advisory Committee on May 19, 2004.