

To: Airport Authority  
From: Steve Tackes, Airport Counsel  
Date: 07-10-2024  
Re: Airport Counsel Briefing for Meeting of Wednesday, July 17, 2024

1. FOR DISCUSSION AND POSSIBLE ACTION: REVIEW AND APPROVE AMENDMENTS TO AIRPORT RULES AND REGULATIONS, CCMC TITLE 19, AS TO THROUGH-THE-FENCE PROVISIONS AND GENERAL ACCESS PROVISIONS. (S. TACKES)

*Staff Summary: Airport staff has proposed amendments to Title 19, Section 19.03 to update the Airport Through-the-Fence (TTF) rules to address adjacent off-airport hangar projects with TTF access, related definitions, operations, fees and enforcement provisions. The changes allow for Adjacent Hangar Associations and the terms for TTF access, and fees. In addition, the amendments propose a change to Section 19.02 to specify that gate controls apply to persons, vehicles and aircraft, with fees to cover the costs of operation. After adoption by the Authority for use on the Airport, these changes shall be presented to the Board of Supervisors for inclusion in the City Municipal Code.*

After a series of meetings, discussion, draft documents and revisions, the Airport Staff with assistance from two Authority members and representatives of Carson Tahoe Executive, developed the attached changes to the Airport Rules and Regulations, also codified as Carson City Municipal Code Title 19. While these changes to the Title 19 do not delve too deeply into the details of this project, CTE has assured the Authority that they will install a control gate at the TTF access point with clickers that can be issued to each registered aircraft; Access control will be managed by the airport only; the Airport will maintain the gates and access control infrastructure after it is in place, and will charge a maintenance fee to cover the maintenance costs.

There are 2 items amending Title 19.

1. The first is a very short addition to the general provision on public access to the Airport to clarify that our gate card and control systems apply to persons and aircraft, not just vehicles, and that there is a fee to cover the costs of the cards and control. See Attachment A.
2. The second is a more extensive set of changes to address off-airport hangar developments with TTF access. See redline of changes as Attachment B. This latter part is the part that would apply to the CTE project, and any other projects the Authority approves. These amendments are summarized as:
  - a. Updates the definition of Airport to apply to KCXP.
  - b. Adds a common-interest community Association as a Permittee, and defines an Adjacent Hangar Association (AHA).
  - c. Details how the Authority will address TTF permit eligibility to AHAs, gate control, eligibility of AHA members to utilize the TTF gate to access the Airport with their registered aircraft.

- d. Number of aircraft per Permittee.
- e. Airport access and security.
- f. Ability of Airport Manager to suspend access in emergency situations, and the process for appeal of the Airport Manager decisions to the Authority.
- g. Complaints and how to handle
- h. Fees. Incorporates the fees last adopted by the Authority per the FAA approved methodology (last fall), and specifies there is no offset for property taxes in the case of AHAs. This is in fact a distinction showing financial advantage to the Airport in allowing AHA TTF, which is an element necessary for FAA approval.
- i. Allows the fees to be adjusted no more than annually and based on the methodology approved by the FAA (i.e. the one we currently use).
- j. Prohibits aeronautical uses (e.g. FBO services)
- k. Clarifies that this version of the regulation applies, and not the outdated provisions of regulations that existed in 1982 when TTF was included in the JohnD Winters agreement.
- l. Makes many non-substantive language corrections and improvements to incorporate the new terms throughout the rules.

Airport Staff and representatives from CTE are available to answer questions.

In response to an Authority member question, we note:

1. Only the condo owners of the hangar properties adjacent to the Association common area are eligible to use the TTF. This is set forth in the Association Declaration which will be recorded for the project.
2. Our existing agreement with Carson City is that the tax revenues that the City would receive from off airport hangars will go to the Airport. This may or may not apply to the tax revenues on the underlying land and that is something to still work through.
3. Approving the Title 19 changes does not approve the CTE project or any other project. Rather, approval sets the terms for the TTF when all of the other aspects are approved (eg. FAA, CCAA, and City).

**Recommended Motion:**

**I move to adopt the amendments to the Airport Rules and Regulations as proposed by Airport Staff and authorize Airport Staff to pursue, with the City, these changes to CCMC Title 19.**

## Attachment A

Prelim change to 19.02; Added language is underlined and in red font; This language added by CCAA Staff as we noticed Title 19 only addressed vehicle access but should address walk-in, vehicle and aircraft access.

### Chapter 19.02

#### Section 19.02.020.050.

##### 19.02.020.050 - PUBLIC USE.

The Airport shall be open for public use at all hours of the day, subject to regulation or restriction due to weather, the conditions of the landing area, the presentation of special events and like causes, as may be determined by the Airport Manager or Airport Authority and revocation of the right to use for violation of these rules and regulations as herein provided. The Airport Authority may institute a gate card or other control system for secured access of persons, vehicles and aircraft to the airport with fees to cover the costs of operation.

## Attachment B

Changes to 19.03; Added language is in gold font and underlined; Removed language is in strike-out.

### Chapter 19.03 - THROUGH-THE-FENCE AIRCRAFT OPERATION

#### Sections:

#### 19.03.010 - Definitions.

Definitions as used in this chapter are:

1. "Authority" means the Carson City Airport Authority.
2. "Airport" means the Carson City Airport Facility (KCXP), identified pursuant to NRS Chapter 844 and operated by the Authority, including all Authority owned improvements and equipment existing or to be developed.
2. "Board" means the Carson City Board of Supervisors.
3. "City" means the city of Carson City, Nevada.
4. "Permittee" means the entity, be it a person, corporation, partnership, limited liability company, or any common-interest community adjacent to the Airport (an "Association") that applies for and is granted an Access Privilege Permit by the Authority.
5. "Access Privilege Permit" is a document whereby the Authority grants a privilege to a Permittee to gain secure access from fee simple land adjacent to Airport to the landing area of the Airport.
6. Adjacent Hangar Association ("AHA") means a common interest community association that is adjacent to the Airport and includes multiple hangars as part of its development and association. The term Association includes AHAs.

( [Ord. No. 2008-36, § I, 12-4-2008](#) )

#### 19.03.020 - Access privileges; Eligibility; Issuance; Transfer; Duties.

1. Access Privilege. Access Privilege Permits shall be limited to one (1) per parcel of real property.
  - a. Access Privilege Permits granted to an Association shall encompass and be applicable to every member of that Association that meets the requirements of this regulation.
  - b. The security gate or other method of entry and the corresponding control devices must be approved in advance by the Authority consistent with 19.02.020.050. With regard to AHAs, such control will be issued by the Authority to those members of the Association in compliance with this regulation.
2. Eligibility. An Access Privilege Permit is eligible to be granted to a potential Permittee upon the following conditions:
  - a. Permittee is a landowner, including an Association and on behalf of its members, for any real property which is located to the north or east of the Airport. The Permittee's real property must be adjacent to the Airport to allow access to the Airport or, in the circumstance of an Association, the real property of the Association or its common area is adjacent to the Airport. Each member of an Association is a Permittee under the Access Privilege Permit granted to that Association so long as each Association member occupies real property that is adjacent to or contiguous with the real property of the Association and has an ownership interest in the real property of the

- Association adjacent to the Airport and over which access to the Airport is granted. Such member must construct (or have constructed) a hangar on its real property.
- b. Permittee is doing business on such real property and the business of the Permittee must not be engaged in the business of a commercial aeronautical activity to the public.
  - c. Permittee's use or storage of an aircraft and access to the public landing area of the Airport is incidental to the Permittee's business operations.
  - d. All Permittees and their access to the Airport is subject to the conditions and criteria of the Federal Aviation Administration ("FAA") relative to through-the-fence access.
  - e. For an Association, each of its members must individually meet and maintain the eligibility requirements stated in this subsection. 19.03.020(2)(a-d).
  - f. For an Association, the Association must adopt rules and regulations that ensure compliance with and, at a minimum, are as restrictive of any rules and regulations of this Chapter 19.03 and any rules and regulations of the Airport, as they may be amended from time to time.
3. Issuance. All Access Privilege Permits shall be memorialized by a written agreement between the Permittee and Authority that complies with all FAA standards for such agreements and these regulations set forth in Chapter 19.03.
  4. Transfer. An Access Privilege Permit may be transferred to a successor in interest of the Permittee so long as the successor in interest is also the successor in interest of the same real property, reports the transfer of the Access Privilege Permit to the Authority, and obtains written consent from the Authority for such transfer, which shall not be unreasonably withheld.
  5. Duties.
    - a. The Authority reserves the right to relocate its taxiways so long as access to the taxiway is accorded to the Permittee.
    - b. The Permittee has the duty to maintain its accessway in accordance with Section 19.03.070 and to indemnify the City and the Authority pursuant to Section 19.03.160 of this chapter.
    - c. Permittee will not engage in any activity or conduct on or about the Airport or Permittee's own real property which would interfere with Airport operations or funding consistent with FAA requirements.

( [Ord. No. 2008-36, § I, 12-4-2008](#) )

#### 19.03.030 - Number of aircraft.

The number of aircraft is limited to no more than four (4) resident aircraft per Access Privilege Permit which are based at the real property of the Permittee, except that if Permittee is an Association, then the number of aircraft is limited to no more than four (4) resident aircraft per member of the Association. A Permittee may apply to the Authority to increase the number of allowed aircraft, which increase may be granted by the Authority for good cause.

( [Ord. No. 2008-36, § I, 12-4-2008](#) )

#### 19.03.040 - Method of access.

In order to promote Airport safety and security the Authority shall not allow an excessive number of through-the-fence accessways entering onto a taxiway. The access points to a taxiway shall be located and coordinated by Permittees and the Authority in such a way as to allow joint use of accessways between adjoining parcels or owners in order to avoid an excessive number of accessways. The Authority shall have discretion to limit a Permittee access through an existing accessway if the Authority finds that Airport safety and security so requires.

In addition, except through existing taxiways, there shall be no midfield access permitted to the runway unless said access is approved by the Authority and the FAA.

( [Ord. No. 2008-36, § I, 12-4-2008](#) )

#### 19.03.050 - Revocation for cause—Procedures.

1. An Access Privilege Permit may be revoked for good cause by the Authority. Good cause for such revocation shall include, but is not limited to any act committed by Permittee, or permitted or caused by a Permittee in conjunction with the access privilege which act is in violation of any law, ordinance or FAA regulation. Good cause also includes a Permittee failing to pay an access fee within fifteen (15) days of notification that such fee has not been paid.
2. Any Access Privilege Permit issued pursuant to the provisions of this chapter may be revoked in the following manner:
  - a. In the situation of an immediate emergency, security or safety issues, the Airport Manager can temporarily suspend any Access Privilege Permits for such time as reasonably necessary to protect the safety of the Airport. As soon as reasonably practical the Airport Manager must declare in writing to all Permittees the nature and description of the immediate emergency, security or safety issues and a good faith estimate of the time period that the Access Privilege Permits will be temporarily suspended.
  - b. The Authority may, on its own motion or initiative, or upon verified complaint of any person, institute proceedings to revoke an Access Privilege Permit by mailing or delivering a complaint setting forth the alleged reasons for revocation to such Permittee.
  - c. The Permittee shall, within ten (10) days of the date of service of such complaint, file with the secretary of the Authority a written answer to such complaint, under oath.
  - d. The Authority shall fix a day and time for a hearing at which the Permittee will be given an opportunity to be heard. To the extent the Permittee resolves the issues of the complaint to the satisfaction of the Authority, the Authority may dismiss the complaint.
  - e. If the Permittee fails to file a written answer within the time required, or if the Permittee fails to appear at the place and time designated for the hearing, the Authority may order the Access Privilege Permit revoked or suspended.
  - f. If the complaint is not otherwise resolved, satisfied or dismissed, the Authority may, within fifteen (15) days after the date of such hearing, enter its order to revoke or suspend the Access Privilege Permit. The Permittee shall be allowed to operate until the order is entered and delivered to the Permittee at its last known address or contact information.
  - g.

In the situation of an immediate emergency, security or safety issue, an alternative to the procedure outlined in the foregoing subsections, the Authority may, on its own initiative or upon the verified complaint of any person, require the Permittee to appear before the Authority at a time and place fixed by the Authority to show cause, why its Access Privilege Permit should not be revoked. The hearing shall not be less than five (5) days from the date of service upon the Permittee of the order by mailing a copy of the order the Permittee at its last known address or

place of business, or by making personal service upon the Permittee thereof. The failure by the Permittee to appear at the time and place designated by the Authority shall, in and of itself, constitute sufficient grounds for revocation or suspension of the Access Privilege Permit.

- h. There shall be no reopening or review of the proceedings whatsoever by the Authority except when it subsequently appears to the satisfaction of the Authority that the Permittee's failure to answer or appear was due to matters beyond its control, and not through negligence on the part of the Permittee.
  - i. In all proceedings under this chapter the Authority shall have the right to subpoena witnesses and documents, and all witnesses thus subpoenaed shall attend at the time and place appointed therein, and failure to attend at the time and place appointed in the subpoena may be regarded by the Authority as contempt thereof, and a finding by the Authority to such effect shall be duly reported to the district attorney's office for pursuit of any applicable injunction or restraining order.; Upon a proper judicial determination, the penalty for each such offense shall be a fine of not less than one hundred dollars (\$100.00) nor more than five thousand dollars (\$5,000.00),
  - j. For revocation proceedings against an Association as the Permittee that is premised upon the actions or inactions of a member of that Association and not the Association itself, the Authority will first provide written notice to the Association and permit the Association thirty (30) days to resolve the complaint with its member or take all other remedies available to the Association under the rules and regulations of the Association as against that member. If the complaint or issue remains unresolved to the satisfaction of the Authority within the thirty (30) day time period, the Authority may initiate revocation actions against the Association following the procedural steps outlined above in this section.
3. In addition to the other remedies provided in this chapter, the Carson City district attorney's office is authorized to petition the district court for an injunction restraining any Permittee from conducting through-the-fence access without a valid Access Privilege Permit or written agreement with the Authority.

( [Ord. No. 2008-36, § I, 12-4-2008](#) )

#### 19.03.060 - Fees.

An annual access fee shall be assessed against the Permittee.

The following annual fee will be assessed:

- 1. Real Property with hangars:
  - a. The greater of a fee of nine hundred dollars (\$900.00) per hangar or forty-three cents (\$0.43) per square foot times the square footage of the hangar space located on the Permittee's property, including those on the members property of an AHA.;
  - b. If a property has a hangar and also has aircraft that cannot be regularly parked inside the hangar, one hundred fifty dollars (\$150.00) per aircraft based and parked on the property outside of the hangar. This fee is in addition to the fee in subsection 1.a above.
  - c. There is no offset for permittees of an AHA. Excluding AHA permittees, for each property with a hangar, the fee shall be offset by the amount of real property taxes received by the Airport or Authority on said hangar. In the event that the property taxes so received exceed the fees in subsection 1.a and 1.b above, the property tax will be considered full payment for the annual fee.
- 2. Real Property without hangars:
  - a. For properties without hangars and with an Access Privilege Permit approved and active but no access being presently used, seven hundred fifty dollars (\$750.00).

- b. For properties without hangars and with aircraft based and parked on said properties, nine hundred dollars (\$900.00) for the first aircraft, plus one hundred fifty dollars (\$150.00) per each aircraft beyond the first aircraft.

4.

The annual fee for the Access Privilege Permit may be adjusted from time to time, pursuant to the methodology approved by the FAA that reflects the costs of usage of the Airport, and may be calculated by dividing the cost of airport maintenance by the amount of hangar space. Alternatively, adjustments may be made, but no more than annually, and any increase to the rates of the annual fee may be set to reflect the percentage change reflected by the Consumer Price Index for the preceding one-year period. The annual fee will be based on a snapshot of the Permittee's status, hangars on the properties, and the resident aircraft based at the property as of January 15 of each year, or if hangars are constructed midyear, then beginning on the 3-month anniversary of completion of the hangar construction.

( [Ord. No. 2008-36, § I, 12-4-2008](#) ; Ord. No. [2017-13](#) , § 1, 6-15-2017)

#### 19.03.070 - Accessway construction.

The Permittee shall be required to construct, if non-existing, and maintain the accessway to the Airport property in a safe, secure condition and in a state equal to the taxiway the access adjoins.

In the event the Permittee is required to construct an accessway that adjoins to the Airport's taxiway, the Permittee shall submit engineering and design plans to the Authority and the City for review and approval as part of the construction permitting process. All taxiways will be designed in accordance with FAA design standards and construction specifications, including centerline marking.

( [Ord. No. 2008-36, § I, 12-4-2008](#) )

#### 19.03.080 - Accessway completion date.

Upon entering an agreement for an Access Privilege Permit, Permittees shall complete the accessway and all amenities pertinent to the permit within a reasonable timeline agreed upon by the Authority and the Permittee and in accordance with any phased construction schedule. The Authority may extend any construction completion deadline of an accessway for good cause.

( [Ord. No. 2008-36, § I, 12-4-2008](#) )

#### 19.03.090 - Security.

Each Permittee shall provide security of the accessway to prevent vehicular and pedestrian access to the Airport. The Airport Manager, or any other officer designated by the Authority is authorized and empowered to determine the existence of a breach of security of the accessway permit. Whenever the Airport Manager, or any other officer designated by the Authority shall determine that a breach of security exists, he shall give notice of said breach to the Permittee. In the event that the Airport Manager, or any other officer designated by the Authority is required to give a second notice of breach to the Permittee, then in that event the notice shall direct the Permittee to appear before the Authority at its next regularly scheduled meeting to show cause why the Access Privilege Permit should not be revoked pursuant to Section 19.03.050.

( [Ord. No. 2008-36, § I, 12-4-2008](#) )

#### 19.03.100 - Prohibition of certain aeronautical uses and fuel facilities.



No Permittee with an Access Privilege Permit shall be allowed to carry on any of the aeronautical uses specified in the Carson City Airport Rules and Regulations contained in Title 19, Chapter 19.02 of this code, including but not limited to, sale of fuel, parts, service or maintenance of aircraft.

( [Ord. No. 2008-36, § I, 12-4-2008](#) )

19.03.110 - Further development.

The Authority reserves the right to further develop or improve the landing areas of the Airport as it sees fit, regardless of the desires and views of the Permittee, without interference or hindrance.

( [Ord. No. 2008-36, § I, 12-4-2008](#) )

19.03.120 - Repair of airport.

The Authority reserves the right to maintain and repair the Airport as it feels best suited for the public.

( [Ord. No. 2008-36, § I, 12-4-2008](#) )

19.03.130 - Permits subordinate to other agreements.

Access Privilege Permits shall be subordinate to the provisions of any agreement between the Authority and the United States, relative to the development, operation or maintenance of the Carson City Airport.

( [Ord. No. 2008-36, § I, 12-4-2008](#) )

19.03.140 - Compliance with federal aviation regulations.

The Permittee shall comply with Part 77 of the Federal Aviation Regulations regarding structure and height of facilities incident to the Access Privilege Permit.

( [Ord. No. 2008-36, § I, 12-4-2008](#) )

19.03.150 - Right to flight.

The Authority reserves the right of its successors and assigns for the use or benefit of the public's right to flight and aircraft passage in the air space above the Permittee's property.

( [Ord. No. 2008-36, § I, 12-4-2008](#) )

19.03.160 - Hold harmless and indemnification.

Permittee shall indemnify and hold the City and the Authority harmless against any damage, loss or liability that may occur due to Permittee's negligence to maintain the Permittee's accessway which is subject to the Access Privilege Permits.

( [Ord. No. 2008-36, § I, 12-4-2008](#) )

19.03.170 - Repair of accessway.

The Permittee shall repair or perform maintenance on the accessway utilized by Permittee upon written notice from the Authority to proceed at the Permittee's sole expense.

( [Ord. No. 2008-36, § I, 12-4-2008](#) )

### 19.03.180 - Assurances by permittee.

Every Access Privilege Permit issued pursuant to this chapter shall contain the following assurances by the Permittee:

1. The Permittee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does covenant and agree (in the case of lease add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in the permit for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and said regulations may be amended.
2. The Permittees, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does covenant and agree (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate the Access Privilege Permit and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.
4. Permittee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such noncompliance the City shall have the right to terminate the Access Privilege Permit without liability therefore or at the election of the Authority or the United States either or both said governments shall have the right to judicially enforce provisions.
6. Permittee agrees that it shall insert the above given provisions in any Access Privilege Permit by which Permittee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises subject to the permit.
7. The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered sub-organizations provide assurance to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The Permittee by accepting an Access Privilege Permit agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of the aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises and cause the abatement of such interference at the expense of the Permittee.
9. The Permittee by accepting an Access Privilege Permit agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of the aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises and cause the abatement of such interference at the expense of the Permittee.

( [Ord. No. 2008-36, § I, 12-4-2008](#) )

19.03.190 – Controlling Authority; Severability.

The regulations set forth in this Chapter 19.03 shall be the controlling and exclusive regulations of all prospective Access Privilege Permits applied for and granted following the adoption of these regulations for through-the-fence access to the Airport and hereby supersedes and replaces all prior regulations adopted by the City or Authority controlling such through-the-fence access rights, including any regulations, "Through-The-Fence Regulations" or the "Through-The-Fence Aircraft Operation Permit Policy dated April 8, 1982" referenced in certain land property records relating to the John D Winter's Trust for property in proximity to the Airport.

Nothing in this chapter shall impair the rights of existing Permittees who have written contracts or Access Privilege Permits or equivalent with the City or Authority. However, to the extent existing Permittees wish to obtain the benefits of this chapter, they must in writing agree to accept all the provisions hereof and confirm adoption hereto.

In case any one (1) or more of the sections, subsections, clauses, or provisions of this chapter or the application thereof to any circumstances, shall for any reason be held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect any other sections or provisions of this chapter.

( [Ord. No. 2008-36, § I, 12-4-2008](#) )