AIRPORT ADVISORY COMMITTEE

AGENDA

April 17, 2015 at 9:00 a.m.
Trinity County Library Conference Room
351 Main Street
Weaverville, California

1. CALL TO ORDER

2. NEW MEMBER INTRODUCTION

3. PUBLIC COMMENT
   Members of the public may address the Airport Advisory Committee concerning matters within their jurisdiction, which are not listed on the agenda and to request that a matter be agendized for a future meeting. No action may be taken on these matters at this meeting.


5. PRESENTATIONS
   a. Mr. Cliff Fazio, Eaglelift, Inc.; Pavement Lifting and Soil Stabilization Products.
   b. Ms. Klara Moradkhan, eRoads LLC; Pavement Preservation Products

6. DIRECTOR’S REPORT
   a. Construction Update – Ruth
   b. Construction Update – Trinity Center
   d. Hangar Doors

OLD BUSINESS

7. DISCUSS/ADOPT “MISSION VISION VALUES” STATEMENT (continued from 1/16/15).

8. HANGAR UPDATE
   a. Through-the-Fence Agreements - Update
   b. Long Term Assurances for Non-Users (Mike McHugh)
   c. Hangar Conversion – Update
   d. Hangar Use
   e. Lease Negotiations – No Report
   f. April 4th Meeting

9. Project Priority List Acceptance
   a. Loan
   b. Rent
   c. Adjustments
NEW BUSINESS

9. FIRE EXTINGUISHER POLICY (Chair)

10. TIE-DOWN COLLECTION (Mike McHugh)

11. WEED WORKING GROUP MEETING 5-8-15 (Chair)

12. (NEW) PROJECT FUNDING (METHODS)

13. DISCUSSION OF FY 15/16 BUDGET PRIORITIES
   a. AWOS (No action)
   b. Trinity Center Crack Seal
   c. Roof for Hayfork FBO
   d. Gate
   e. Airport Manager
   f. Funding

14. ADJOURN
April 8, 2015

Mr. Richard Tippett, Airport Manager
Ruth Airport
County of Trinity
P.O. Box 2490
Weaverville, CA 96093-2819

Dear Mr. Tippett:

We are pleased to inform you that on March 26, 2015, the California Transportation Commission (Commission), acting on the Department of Transportation’s (Caltrans) recommendation, allocated California Aid to Airports Program (CAAP) funds to the County of Trinity for the following Acquisition and Development (A&D) project:

Project No.: CAAP # Tri-7-14-1
Description: Runway Overlay and Restripe Pavement
Airport: Ruth Airport
Allocation: $432,000

In addition to the funds allocated by the Commission, there is a local matching requirement of ten percent for the total cost of the project. The local match for this project is $48,000. Matching funds must come from sources other than State or federal.

The following steps must be accomplished to complete the grant agreement process and ensure a timely completion of the project:

1. Please include a separate one-page maximum detailed project description.

2. Forward two copies of the plans, specifications, and estimate (PS&E), including State Fair Employment Practices and Labor Code compliance provisions, to Caltrans, Division of Aeronautics (Division) for review and approval before advertising for bid. The PS&E must be submitted to the Division within 120 days from the date of this letter.

3. The Division will review the PS&E package and inform you when they are approved. After the Division’s approval, you may begin soliciting bids from contractors.

This project is subject to the Commission’s Statewide Transportation Improvement Program Guidelines timely use of funds policy, and it is a condition of Commission

"Provide a safe, sustainable, integrated and efficient transportation system to enhance California’s economy and livability"
project allocations that a project’s construction contract be awarded within 12 months from the date of allocation.

4. After opening the bids, submit an abstract of all bids to the Division with your designated choice of contractor for approval.

5. Once steps one through four above are completed, the Division will prepare a grant agreement. Upon receipt of the grant agreement, please sign and, if not already submitted, return it with a resolution or minute order authorizing an individual, by name and title, to execute the grant agreement. The Division will return the fully executed grant agreement with authorization to award the contract and commence with construction.

Please make sure you have a signed grant agreement with the Division before you start your project. A&D grants may not be used for a project that has been completed or a project that has already been started.

The Division is not responsible for any Contract Change Order or any additional cost caused for any reason. Therefore, prepare the PS&E submittal accurately and legibly.

Please note that noncompliance with these requirements may result in the allocation for your project being withdrawn.

If you have any questions about the allocation and the grant agreement process, or anticipate problems with the timely completion of this project, please contact me at (916) 654-5470 or by email at gary.cathey@dot.ca.gov.

Sincerely,

[Signature]

GARY CATHEY, Chief
Division of Aeronautics

"Provide a safe, sustainable, integrated and efficient transportation system to enhance California’s economy and livability"
Memorandum

To: CHAIR AND COMMISSIONERS
CALIFORNIA TRANSPORTATION COMMISSION

From: NORMA ORTEGA
Chief Financial Officer

Subject: FINANCIAL ALLOCATIONS FOR AERONAUTIC ACQUISITION AND DEVELOPMENT (A&D) PROGRAM PROJECTS
RESOLUTION FDOA-2014-07

RECOMMENDATION:

The California Department of Transportation recommends the California Transportation Commission (CTC) approve the resolution below, allocating $880,000 for six California Aid to Airports Program Acquisition and Development projects programmed in the 2014 Aeronautics Program.

ISSUE:

The attached list describes six locally administered Aeronautics projects totaling $880,000. The agencies for these projects are ready to proceed and are requesting allocations at this time.

FINANCIAL RESOLUTION FDOA-2014-07:

Resolved, that $880,000 be allocated from the Aeronautics Fund, Item 2660-602-0041, for six locally administered Aeronautics projects, as described on the attached vote list.

Attachment

CTC Financial Vote List

"Provide a safe, sustainable, integrated and efficient transportation system to enhance California’s economy and livability"
## Aeronautic Financial Matters

<table>
<thead>
<tr>
<th>Project #</th>
<th>Allocation Amount</th>
<th>Recipient County</th>
<th>Project Description</th>
<th>Fund Type</th>
<th>Budget Year</th>
<th>Fund Item #</th>
<th>Amount by Program Code</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>$99,000</td>
<td>Butte County</td>
<td>Chico Municipal Airport Including Chico Municipal Airport</td>
<td>2014-15</td>
<td>602-0041</td>
<td>10.10.020.200</td>
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<tr>
<td>2</td>
<td>$50,000</td>
<td>Calaveras County</td>
<td>Calaveras County Airport Upgrade Automated Weather Observing System III</td>
<td>2014-15</td>
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<tr>
<td>3</td>
<td>$20,000</td>
<td>Calaveras County</td>
<td>Calaveras County Airport Replace Rotating Beacon</td>
<td>2014-15</td>
<td>602-0041</td>
<td>10.10.020.200</td>
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<td>4</td>
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<td>Del Norte Countywide Airport Land Use Compatibility Plan including Ward Field Airport</td>
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<td>5</td>
<td>$144,000</td>
<td>City of Rio Vista</td>
<td>Rio Vista Municipal Airport Update Airport Land Use Compatibility Plan</td>
<td>2014-15</td>
<td>602-0041</td>
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<td>6</td>
<td>$432,000</td>
<td>County of Trinity</td>
<td>Trinity Ruth Airport Runway Overlay and Restripe Pavement</td>
<td>2014-15</td>
<td>602-0041</td>
<td>10.10.020.200</td>
<td>$432,000</td>
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</table>
ISSUE: Should the Board of Supervisors adopt a resolution which authorizes the Director of Transportation to apply for a grant for a slurry seal overlay, marker replacement, and pavement restriping project at Trinity Center Airport?

BACKGROUND: In order to keep the airports in good shape, continual maintenance is required at all airports. The County's Airport Advisory Committee, has identified there is a need for significant pavement maintenance at several of the County's airports. Pavement maintenance will continue to be the first priority for all future county airport projects.

Projects to repair the pavement at Ruth, Hayfork and Trinity Center Airports have been programmed into the Aeronautics Acquisition and Development (A & D) Program administered by Caltrans Division of Aeronautics. The program has been underfunded for the past few years, but on October 8, 2014 the California Transportation Commission (CTC) authorized funding for 14 of the top priority projects in the 2014/15 fiscal year of the Statewide A & D Program. Some of the top 14 projects were not ready to receive the funding, so additional projects became eligible, including the Slurry Seal Apron, Taxiway Area and Restripe Pavement Project at Trinity Center Airport. Work involved includes rehabilititating aprons and the taxiway near the hangars by overlaying the surface with a layer of slurry seal, restriping the pavement, and replacing runway pavement markings.

This project is included in the 2011 Regional Transportation Plan as a Priority 1 Airport project.

DISCUSSION: The project estimate and grant are for $100,000 in State funds, and requires a 10% match, $10,000. The match will be funded using existing budgeted excess matching funds ($2,000), existing cash balance in Airport Development Program – Department 1853 ($5,000), and a short term loan ($3,000) from the Long Term Maintenance Reserve in the Airport General Budget (1854). Construction is expected in late summer 2015. Since the allocation for this project was not expected in this fiscal year, the match was not included in the County’s 2014/15 Airports Budget when prepared. The budget adjustment to enable the project is proposed under separate action.

In order to allocate the funds, the County must file an application and include a resolution from the Board documenting its authorization to file the application; accepting the allocation of funds; and naming the person authorized to sign the grant agreement and any other documents required to apply for and accept these funds on the County's behalf. The resolution must also certify the availability of matching funds from the County to meet the 10% local share requirement.

The grant application consists of the following documents, which are attached:
Attachment 1: Grant Application; Attachment 2: Environmental (CEQA) Document; and Attachment 3: Airport Layout Plan showing project location and dimensions.

**ALTERNATIVES INCLUDING FINANCIAL IMPLICATION:**

1) **Adopt a resolution which approves the grant application; authorizes the Director of Transportation to apply for a grant to fund the Trinity Center Airport Slurry Seal Apron, Taxiway Area, and Restripe Pavement Project; and commits to the 10% match.** This will allow the application to be submitted, and, if the grant is awarded, commits the County to $10,000 from the Airport Development fund.

2) **Do not approve the grant application.** No pavement work would be done at Trinity Center Airport. The funds would lapse and the project would be withdrawn from the A & D Program. Deferring needed pavement work will only accelerate the cost, requiring much more costly reconstruction in the future. FAA Assurances require that pavement maintenance be done to continue to be eligible for future federally funded airport projects.

**RECOMMENDATION:** Adopt a resolution.

Respectfully Submitted

__________________________
Richard Tippett, Director
Department of Transportation

**CAO RECOMMENDATION:** Concur: ☐ Yes ☐ No

Comments:
March 17, 2014

Mr. Patrick Kyo
Department of Transportation: Aeronautics
PO Box 942874
Sacramento CA, 94274-0001

RE: TRINITY CENTER AIRPORT

Subject: FY 2012/13 Acquisition and Development Grant – Slurry Seal Apron, Taxiways Area and Restripe Pavement

Dear Mr. Kyo,

I am in receipt of your January 23, 2014 letter requesting further input as to the cost of a slurry seal of the apron and taxiway areas. I wish to express our gratitude as Trinity County is very interested in continuing with this project, however, the cost needs to be adjusted to allow for successful completion of work as described. Currently, funding for this grant is set at $86,000 and is to be awarded as an Acquisitions and Development (A&D) Program Project.

I will respond to your questions in italics:

1. Are you, the sponsor, still interested in a grant for the A&D project indicated? Yes, Trinity County will be the sponsor and is still interested in the grant as indicated.
2. If yes, please update the project cost estimate and indicate if the project can be finished with the programmed grant amount shown. As proposed, the allocation would underfund the project. Taxiway crack sealing is needed for a successful slurry seal.
3. If the project cannot be finished with the programmed grant amount shown above, please provide the extra amount needed to finish the project. Trinity County is requesting an increase of $14,000 ($100,000 total) to allow for adequate resources to construct the improvements as originally proposed.
4. If you are no longer interested in a grant for the project shown above, please indicate this. In turn, the Division will prepare and send a letter of withdrawal to the sponsor. Not Applicable.

The Hill International 2011 Airport Pavement Management System Update (APMS) shows the Pavement Condition Index for taxiway and apron to be sealed range from 61 (Fair) to 79 (Satisfactory). This calls for a slurry seal as proposed at a cost of $42,773
(2011 value). There is no consideration for the crack sealing that is needed before the overlay can take place. Our estimate for crack sealing will cost an additional $10,000.

Knowing this value, the following escalators were included to get the correct value;

- 0.33 due to the remoteness of the airport (cost of transport of materials)
- 0.25 miscellaneous items needed such as paint for the runway
- 0.10 project contingency
- 0.15 Environmental, Engineering, and Construction Inspection
- 0.07 Construction Inflation (2014)
  0.90 Escalator

\[(1.0 \text{ Project } + 0.90 \text{ Escalator}) \times \text{ Project Cost} = \text{Funding Need}\]

\[(1.9 \times 52,773) = $100,268 \ (\$100,000)\]

Thus, Trinity County is requesting the grant amount be modified from $86,000 to $100,000.

It should be noted that several taxiways and most of the apron area was designated for reconstruction. Because of the high cost, these items were removed as part of this project and the County will be pursuing a FAA AIP grant in future years.

Thank you for your consideration.

Sincerely,

Richard Tippett, P.E., T.E.
Director of Transportation
STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
ACQUISITION & DEVELOPMENT GRANT - APPLICATION
DOA-0010 (REV 06/2011)

PLEASE PRINT OR TYPE AND COMPLETE ALL ITEMS

PART I. AIRPORT INFORMATION

PUBLIC ENTITY
Trinity County

CONTACT NAME
Richard Tippett

AIRPORT NAME
Trinity Center Airport

TITLE
Director of Transportation

PERMIT NO.
TRI-007

BUSINESS ADDRESS
P.O. Box 2490, Weaverville, CA 96093

BUSINESS PHONE
(530) 623-1365x3425

PART II. PROJECT INFORMATION

Verify that project is within the Department's most recent Capital Improvement Plan: ☒ YES ☐ NO
If no, then project is not eligible for grant funds,

PROJECT DESCRIPTION
Slurry Seal Apron, Taxiway, and Restripe Pavement

ESTIMATED TOTAL COST
$100,000.00

APPLICANT'S FUNDS
$10,000.00

CAAP FUNDS
$90,000.00

PART III. REQUIRED SUPPORTING DOCUMENTS

Pursuant to Public Utilities Code Sections 21681-21684 and Section 4064 of the CAAP Regulations, submit the following documents with this application:

- Local government approval (resolution or minute order) as described in Section 4064(a).
- FAA’s final determination regarding submitted FAA forms, such as FAA Forms 7480-1 and 7480-1, if applicable,
- Verification of full compliance with the California Environmental Quality Act (CEQA) by submitting information to fulfill either 1 or 2 below:
  1. Copy of Notice of Exemption or provide the Categorical Exemption Class # 15301 (CEQA Guidelines Sections 15300-15333)
  2. Copy of Notice of Determination or provide the following information:
     - Environmental Impact Report (Title/Date) or State Clearinghouse (SCH) #
     - Negative Declaration (Title/Date) or State Clearinghouse (SCH) #
     - National Environmental Policy Act (NEPA) document (Title/Date)
     (NEPA documents-Environmental Impact Statement or Finding of No Significant Impact must comply with CEQA provisions)
- 11 x 17-inch Drawing or Airport Layout Plan showing project location(s) and dimensions.
- Completed CAAP Certification (Form DOA-0007), if not submitted to the Division of Aeronautics earlier for this fiscal year.

PART IV. AUTHORIZATION

AUTHORIZED OFFICIAL'S SIGNATURE

TITLE
Director of Transportation

PRINT NAME
Richard Tippett

DATE

SEND COMPLETED APPLICATION AND ALL SUPPORTING DOCUMENTS TO:

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS - MS #40
P. O. BOX 942874
SACRAMENTO, CA 94274-0001

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.
INITIAL STUDY

Trinity County Jail Project
Weaverville, California

I. THE PROJECT

A. Introduction

Trinity County is pursuing grant funding to assist in the development of a new jail facility in Weaverville to replace its aging, overcrowded existing facility. Assuming funding is available, the new jail would be constructed on County-owned land just north of the County’s juvenile detention facility, at the northerly terminus of Tom Bell Road, immediately west of the Weaverville Airport. The general site location is depicted on Figure 1. Figure 2 provides an aerial photograph of the project study area. A conceptual floor plan and a general description of the project have been developed, but a specific design has not yet been completed. Detailed project design will be completed following receipt of grant funding.

This Initial Study has been prepared to assist in securing grant funding and to meet the California Environmental Quality Act guidance that environmental review be conducted as early as feasible in the planning process to enable environmental considerations to influence project design, and yet late enough to provide meaningful information for environmental assessment. Because it is anticipated that some revisions to the project proposal will occur during final design, this Initial Study addresses an anticipated “worst-case” scenario and establishes design/siting constraints that will serve to avoid and minimize environmental impacts. If Trinity County determines that subsequent changes in project design or circumstances would result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects (or if other conditions described in Section 15162 of the State CEQA Guidelines are met), additional environmental review may be necessary.

B. Project Need

The aging Trinity County Jail, located on Memorial Drive in Weaverville, was constructed in 1976 and was designed to hold 24 inmates. Over time, the jail evolved into a 53-bed facility, with a convoluted floor plan, that is staff intensive, and lacks program space and safety cells. The facility is unsafe and dangerous for both inmates and staff. "Jail steel" is prevalent throughout the facility, offering inmates numerous opportunities for suicide or self-harm. Officers are exposed to anything that the inmates may choose to throw through the "bars" including bodily fluids that may be carriers of HIV or Hepatitis C. Contagious diseases such as flu and tuberculosis are easily spread in this environment. Further, there are not enough beds in the existing jail to meet the adult detention needs. The existing Trinity County Jail was designed for minimum-, low-, and medium-security inmates; the bulk of the inmates currently held are medium- and maximum-security inmates. The age of the building has resulted in extensive maintenance requirements, making the facility expensive to operate.
Figure 2
Project Location
The proposed new facility is necessary to:

- Improve safety for both inmates and staff.
- Provide adequate bed space to meet current adult detention demands.
- Meet Americans with Disabilities Act (ADA) requirements.
- Provide needed space for inmate instruction/programming, medical and mental health services, interview rooms, staff support, and other functions necessary for operation of a jail in compliance with current requirements.
- Reduce maintenance and staffing costs through increased efficiency and improved systems.

With respect to project siting, a Jail Needs Assessment conducted by the County determined that locating the new jail next to the juvenile detention facility would result in the opportunity for mutually beneficial consolidation of services. For example, the proposed siting would allow mutual support between both detention facilities in such areas as food service, laundry, and bulk storage. The two facilities would also be able to share service providers for medical and dental care, selected programs, and maintenance.

C. Project Description

Trinity County currently owns a ±11.9-acre parcel immediately north of the juvenile detention facility on Tom Bell Road. It is anticipated that the new jail would occupy approximately five acres of this site. The eastern 135 to 175 feet of the parcel is in Airport Compatibility Zone C, the far northeastern corner of the parcel is in Zone B2, and the remainder of the parcel is in Zone D. Some restrictions apply in these zones, particularly with respect to building/structure heights. Airspace review is required for all proposed structures in Zones B2 and D that exceed 70 feet in height, and for all structures in Zone C that exceed 35 feet in height. Buildings with more than two above-ground habitable floors are prohibited in Zones B2 and C. To ensure compatibility with airport safety criteria, the jail building will be situated in Zone D, but parking and other ancillary uses may be located in Zone C. No structures are currently anticipated to be located in Zone B2.

Offsite improvements would be limited to primary and emergency access road improvements and utility tie-ins. Primary access to the new jail will be via Tom Bell Road. To mitigate cumulative traffic impacts, a northbound left-turn lane would be added to State Highway 3 at its intersection with Tom Bell Road. An access stub is currently present at the northern terminus of Tom Bell Road, immediately east of the juvenile detention facility; the driveway to the jail will be extended from this stub. A six-inch-diameter water main, a six- to eight-inch sewer line, and electrical connections are also available at this stub and will be extended to serve the new jail. Emergency access to/from the new jail would be provided via an all-weather road that would extend from the jail to an existing gated access near the north end of the airport runway; from this point, the emergency access road would cross the airport property north of the runway and connect to Airport Road via a new gate to be installed in the airport perimeter fence.

The proposed new jail would be designed to house approximately 96 inmates and would have a floor space of roughly 25,000 square feet, as well as an outdoor exercise area encompassing at least 600 square feet. Associated features would include employee and visitor parking, security fencing, dumpster enclosures, a perimeter access road, and landscaping. A conceptual site plan is provided in Figure 3; a conceptual floor plan for the jail is presented in Figure 4. As currently envisioned, the jail would consist of the following components:
TRINITY COUNTY PROGRAM ELEMENTS

Figure 4

Conceptual Floor Plan
Single-Occupancy Cells. A total of 16 beds would be provided in single-occupancy cells for maximum-security offenders. All cells would be "wet," i.e., include toilet facilities. Stainless steel combination fixtures would be used. A bed and a desk would be wall-mounted in each cell.

Double-Occupancy Cells. A total of 80 beds in 40 double-occupancy cells would be available for medium-security inmates. Adequate ADA cells would be provided. All cells would be "wet." Stainless steel combination fixtures would be used. Two beds and a desk would be wall-mounted in each cell.

Dayrooms. Dayrooms would be provided at the rate of thirty-five square feet per inmate and would contain anchored tables and seating to accommodate the maximum number of inmates allowed access to the dayroom at any given time in each housing unit. Access would be provided to toilets, washbasins, drinking fountains, and showers from the dayroom. Dining would occur in the dayroom of each housing unit. ADA accommodations would be provided as necessary.

Intake/Release/Processing. Designated areas would be provided for inmate intake, release, and processing. Holding cells, safety cells, sobering cells, showers for inmates, toilet facilities for staff and inmates, inmate property storage areas, medical triage rooms, processing areas, administrative office areas, and interview rooms would be provided. A weapons locker would be provided at the vehicular sally port. Staff would have unobstructed access to hot and cold running water and an eyewash station. Telephones would be added for inmate use.

Visiting. Contact, non-contact, and video visiting spaces would be provided. Video visiting would be the primary method of visitation.

Program Space. Four program rooms capable of accommodating 20 offenders and an instructor would be provided. Three of the program rooms would be located inside the secure perimeter to provide in-custody programs and one program room for out of custody programs would be located outside the secure perimeter.

Medical and Mental Health Services. Medical examination rooms would be provided for medical screening and routine medical care; secure pharmaceutical storage would be included. More advanced care would continue to be provided outside of the facility. Mental health professionals would evaluate inmates and provide mental health programs as necessary. Interview rooms and program space would be allocated for this purpose.

Outdoor Exercise. An enclosed, secure outdoor exercise area would be attached to each new housing unit. This area would be observable from within the housing unit and from central control. The area would be a secure area that is partially covered for use in inclement weather and have a clear height of at least fifteen feet. The open area of the roof structure would be covered with high-security mesh to prevent escape. Access would be provided to a toilet, wash basin, and drinking fountain. There would be at least one completely fenced outdoor exercise area of not less than 600 square feet for use by those inmates who have earned this privilege. This 600-square-foot Title 24 requirement could be met by constructing one or all of the secure, attached outdoor recreation areas at the housing units to meet this square footage requirement. Special care would be taken to eliminate opportunities for escape and the introduction of contraband. All exercise areas would be under direct visual observation by the central control room. Recreation areas would accommodate inmates with disabilities.
**Attorney Interview Rooms.** Selected non-contact visiting rooms would be configured with a secure and lockable paper pass to allow attorneys to consult confidentially with inmate clients. One interview room in the intake/release/processing area also would be configured with a secure paper pass and may be used for confidential meetings between attorneys and inmates.

**Confidential Interview Rooms.** Confidential interview rooms would be provided in the intake/release/processing area and near the new housing areas. The interview rooms would be used by custody, mental health, and health care staff as well as by attorneys and religious advisors and would not be monitored. Interview rooms would be available to both male and female inmates.

**Central Control.** Central control would monitor and operate all security perimeters. Additionally, central control would monitor each housing unit. Central control would have visual supervision of the housing units, the attached outdoor exercise areas, and the program spaces. Closed-circuit television would be used to assist in the control of the perimeter penetrations and unoccupied spaces that are covered with intrusion alarms. Closed-circuit television would be activated by intrusion alarms in unoccupied spaces. An escape hatch would be provided in the central control room to allow an officer to exit to the roof in the event of a natural disaster or disturbance in which security in adjacent areas is compromised.

**Administration.** Administrative areas would be provided for administrative and custody staff, along with staff toilet rooms, locker rooms, a break room, and briefing/meeting/training suite.

**Staff Stations.** The number and location of staff stations would be determined during final facility design. Care would be taken during final design to be certain that the facility does not necessitate more staff stations than required by “best practice.” All staff stations would be ergonomically designed.

**Staff Facilities.** Male and female locker rooms would be provided with lockers for all staff as well as shower and toilet facilities. An adjacent training room also would be provided.

**Laundry.** A laundry would be provided. Industrial grade washers and dryers would be used. Commercial grade washers and dryers would be provided in the housing areas where female inmates would be assigned.

**Sewage Pre-Treatment.** Weaverville Sanitary District staff has noted that inmates have a history of intentionally clogging wastewater collection lines by feeding blankets, sheets, and other objects into the toilets. As requested by the District, grinders or other sewage pre-treatment devices acceptable to the District will be incorporated into the wastewater collection system for the new jail.

**Food Service.** A kitchen would be provided. Inmates would be fed in the dayrooms of their respective housing units. Sack lunches would be provided for inmates who are away from the facility for the day.

**Public Areas.** A public reception and video visiting areas would be provided to accommodate visitors while still maintaining the security of the facility. A complete entry control package would be included at the public entrance along with a locked storage space for visitors to secure their belongings before meeting with inmates. All public areas would be ADA compliant.

**Maintenance Space.** A maintenance work and storage area would be provided.
Storage. Institutional storage would be provided. Additionally, storage areas would be provided in the housing units and the intake/release/processing area. Inmate property storage would be provided and would include secure storage for inmate valuables.

Weapons Lockers. Weapons lockers for the use of law enforcement would be provided outside the intake/release/processing area (in the vehicle sally port) and in reception.

Perimeter Security. The walls of the facility would define the primary security perimeter.

D. Permits and Approvals

The discretionary approvals identified below will or may be needed prior to implementation of the proposed project. In addition to the following, Trinity County would be required to obtain coverage under the State’s Construction General Permit through preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP).

- Consideration and adoption of a Mitigated Negative Declaration by Trinity County.
- Adoption of a Mitigation Monitoring and Reporting Program by Trinity County.
- Issuance of an Encroachment Permit by Caltrans allowing addition of a northbound left-turn lane on Highway 3 at its intersection with Tom Bell Road.
- Issuance of a Timber Harvest Permit (presumably a Conversion Exemption) by the California Department of Forestry and Fire Protection.
- Final determination of consistency with the Airport Land Use Compatibility Plan by the Trinity County Airport Land Use Commission.
REQUEST FOR PROPOSALS (RFP)
Trinity Center Airport Hanger Doors
FY 2014 / 2015

PROGRAM OVERVIEW

Introduction:
Trinity County BUILDING AND GROUNDS DEPARTMENT), is requesting proposals from qualified contractors to provide new hanger door at the Trinity Center Airport in Trinity County. TCBG will consider proposals from potential contractors intending to provide the full scope, or selected services, as specified herein.

Scope of Work
See Attachment A

Payment
County shall pay contractor 60 days from receipt of an invoice covering the service(s) rendered to date.

RFP General Process Information.
To make inquiries regarding this RFP, contact:

Tony Miller
Facilities Operations Superintendent
530-623-1319 ext.175

Submission of Proposals
Bidders must submit an original and two (2) complete copies of the RFP. Proposals must be submitted marked "RFP – TC Hanger Doors 2015"

Trinity County Buildings and Grounds
Attn: Tony Miller
P.O. Box 2700
Weaverville, CA 96093

Proposal envelopes must contain the name and return address of the bidder. Proposals must be signed, dated and submitted no later than 5:00 p.m. on May 30, 2015. Proposals received after this date and time will not be considered. Postmark by the deadline shall not constitute receipt. FAX or electronically transmitted proposals will not be accepted.

All proposals received are final. All proposals submitted become the property of TCBG.

Proposal Format and Content
Proposals should provide a straightforward and concise delineation of the bidder’s ability to satisfy requirements of the RFP. The evaluation process will not provide credit for capabilities or advantages which are not clearly shown in the written proposal. The following documents and information are **REQUIRED** as part of the RFP evaluation.

A. Complete and sign “PROPOSAL COVER PAGE” (Attachment B)

B. On no more than three pages, single-spaced, in a legible font, describe the manner in which the proposal will provide the services requested in this RFP. This description should include the following:

   1. A demonstrated understanding of the needs of TCBG and the services to be provided, as outlined in Attachment A.

   2. Describe in appropriate detail how the service shall be provided. Include a description of major tasks and subtasks, if applicable.

C. A signed Statement of Assurances (Attachment C).

D. Proof of ability to provide/obtain insurance, meeting the requirements set forth in Paragraph VIII of Attachment D, “Sample Contract”.

E. Indicate, if applicable, any exceptions to the general terms and conditions of the RFP, to insurance, and any other requirements listed.

**Proposal Confidentiality**
Proposals shall be maintained as confidential until recommendation is submitted to the Trinity County Board of Supervisors regarding the award of the contract. At that time, all proposals will become public record.

**Bidder’s Qualifications**
This RFP is open to any qualified service providers. Bidders may be required before the award of any contract to show, to the complete satisfaction of TCBG the necessary facilities, appropriate locations of facilities, ability and financial resources to provide the services specified in a satisfactory manner.

TCBG may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to TCBG all information for this purpose that may be requested.

TCBG reserves the right to reject any proposal if the evidence submitted by, or investigation of the bidder fails to satisfy TCBG that said bidder is properly qualified to carry out the obligations of the contract and to complete the work.

**RFP Selection Method**
The Principles of competitive negotiation will be followed by TCBG during the selection process, i.e., the terms, service delivery method and standards of performance are negotiable. Negotiated contracts will be awarded to bidder(s), if any, who best meet the needs of TCBG.

An evaluation team will be established to evaluate and rate the proposals. The evaluation team will screen the proposals, reserving the right to interview the top bidders, and submit a recommendation to the Trinity County Board of Supervisors. Criteria for evaluation proposals will include, but not be limited to the following:

A. Costs of services and cost effective methodology in performing assignment.

B. Reputation and experience of consultant/contractor in the type of work required.

C. Capability or potential of the consultant/contractor to accomplish work responsibility in the required time.

D. Performance of the consultant/contractor on prior contracts.

E. Extent to which proposal addresses the scope of work outlined in the RFP.

Rejection of Proposals
Issuance of the RFP in no way constitutes a commitment by TCBG to award a contract. TCBG reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP, if it is deemed to be in the best interest of the public to do so. Failure to furnish all information requested in this RFP or to follow the proposal format requested may disqualify a bidder’s proposal.

RFP Award Appeal Procedure
Recommendations or decisions may be appealed by writing a letter to the Trinity County Board of Supervisors detailing the basis of appeal. Appeals must be filed within 72 hours of receiving written notification of the recommendation for award of the contract.

GENERAL CONTRACT INFORMATION

Sample contract
A sample contract for the provision of these services has been attached hereto as Exhibit D. While contract(s) resulting from this RFP are subject to negotiation by and between the parties, this sample is intended to provide potential contractors with an overview of TCBG standard contracting requirements.

Award of Contract and Commencement of Work
Award of a contract is contingent on successful negotiation of a contract and successful resolution of any appeals. Successful bidders must agree to all terms and conditions of
any resultant contract with TCBG as a condition of executing the contract. TCBG shall have no contractual or other obligation to a bidder under any successfully negotiated contract until the contract has been approved and signed by both parties. All bidders shall be notified of the decisions as well as the date and time of any public hearing on the proposed contract.

Non-Arrropriation
All funds for payment by TCBG under any contract entered into as a result of this proposal are subject to the availability of an annual appropriation for pharmaceutical services by the State of California and the County of Trinity. In the event of non-appropriation of funds for the services provided under resulting contracts, TCBG will terminate said contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If, at any time, funds are not appropriated for the continuance of resulting contract, cancellation shall be accepted by contractors on thirty days prior written notice, but failure to give such notice shall be of no effect and TCBG shall not be obligated under the contract beyond the date of termination of funding.

Use of Sub-Contractors
The selected bidder(s), as prime contractor(s), will be responsible for contract performance whether or not sub-contractors are used. Sub-contractors, if used, must be contractually bound to adhere to the same standards required of the prime contractor. The prime contractor shall be responsible for all sub-contractor performance. The contractor must agree not to sub-contract or assign all or any part of the services to be provided under the contract to any third party without the express written consent of TCBG.
A. Prospective Bidders should schedule an appointment for a project site walk-through of the **Trinity Center Airport Hanger**. Appointments can be scheduled by contacting TCBG Facilities Operations Superintendent Tony Miller @ 530-623-1319 ext.175.

B. Prospective Bidders shall provide cost breakdown of labor and materials.

C. Project to include complete tear out of existing doors support beams and footings. Include transfer and disposal of all project waste.

D. Work to include labor to install metal framed and sided hanger doors including man doors, hanger brackets, carriage support beams and all hardware.

E. Project proposal will follow engineered stamped plans provided in packet.

F. Any recommendations or other considerations to provide an improved finish product will be noted in proposal. Any structural deviations or loads proposed will require plan check review and approval from the Trinity County Building Department.

G. Hardware will be replaced were needed and noted in proposal. Hardware and devices will meet specifications described in plan packet.

H. TCBG staff will select desired metal siding color from service provider's perspective distributor.

I. Include building permit and follow current commercial building code standards for installation.

J. Dry rot or other repairs identified needing addressed during installation not identified during initial site visit will be brought to the attention of TC Buildings and Grounds to be corrected by TCBG for an onsite change order approval determination with serve provider as documented.

K. Site visit mandatory schedule appointment in advance.

L. No access to project site is allowed unless accompanied by an approved Trinity County representative.

M. Provide anticipated project timeline of execution including work days of week and hours.

N. Follow California prevailing wage determination locality Trinity County TRI-2015-1 Sheet Metal Worker

O. Desired completion by August 30th 2015.

P. Address of work site: 101 Airpark drive Trinity Center California.
TRINITY COUNTY BUILDINGS AND GROUNDS
Tony Miller
Facilities Operations Superintendent
Weaverville, CA 96093
530-623-1319 ext. 175 fax. 530-623-5015

Attachment B
Trinity Center Airport Hanger Doors

APPLICATION 2014/2015

COVER PAGE

Amount of bid: $__________________________

Name of Organization: ____________________________________________

Business Status: ________________________________________________
(e.g. Corporation, sole proprietorship, etc)

Address: ________________________________________________________

________________________________________________________________

Phone Number: __________________ Fax Number:____________________

Contact person: _________________________________________________

Title: __________________________________________________________

Phone: __________________ E-mail:______________________________

Applicant certification:
• I declare under penalty of perjury that the data provided in this application are true and accurate.
• I have the authority to enter into a contract with Trinity County.

Signature: _____________________________________________________

Date: __________________________________________________________

Printed Name and Title: _________________________________________
STATEMENT OF ASSURANCES

By signing this document, the bidder hereby agrees to the following terms and conditions:

1. The bidder agrees to provide TCBG with any other information that TCBG determines is necessary for an accurate determination of the prospective contractor's qualifications to perform services.

2. Confirm that all statements contained in the proposal are true and correct. This shall constitute a warranty, the falsity of which shall entitle TCBG to pursue any remedy authorized by law, which shall include the right, at the option of TCBG, of declaring any contract made as a result thereof to be void.

3. Comply with all applicable federal, State and local laws and all regulations issued by the California State Department of Health Services or other responsible federal agencies regarding the provision of funds and services under this project.

4. Abide by the Federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) of 1990, and all other Federal and State laws, regulations, rules, or orders which prohibit discrimination or harassment against any employee or applicant for employment because of race, color, religious, creed, gender, national origin, ancestry, age, marital status, sexual orientation, political affiliation, physical or mental disability.


6. Comply with the Executive Order 112546 entitled "Equal Employment Opportunity", as amended by Executive Order 111375 and as supplemented in Department of Labor regulations (41 CRF Part 60).

7. Comply with agency confidentiality requirements and will not use or disclose any information concerning eligible individuals who receive services through this program for any purpose not connected with the administration of the contractor(s) or County responsibilities under this project except with the informed, written consent of the eligible individual.

8. Assume all responsibility for complying with the requirements of the Drug-Free-Workplace Act of 1990 (Government Section 8350 et seq.) and will provide a drug-free workplace. It will comply with the State Energy Conservation plan by recognizing the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan, title 23, California Code of Regulations, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).

9. Comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1368, Executive Order 1738) and Environmental Protection Agency (EPA) Regulations (40 CFR, Part 15).

10. Comply with the Labor Code and Worker's Compensation or to undertake self insurance in accordance with the provisions, and contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).

Signature: __________________________________________

Date: __________________________________________

Printed Name and Title: __________________________________________
ATTACHMENT D

STANDARD FORM PERSONAL SERVICES CONTRACT
COUNTY OF TRINITY
AND
(Contractor)

THIS AGREEMENT is made and entered into this _____ day _____ (Month) __, 20___, by and between the COUNTY OF TRINITY, hereinafter referred to as "County," and ____________________________________________, (INCLUDE THE TYPE OF ENTITY THE PARTY IS) hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services:

_________________________________________________________; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

I. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof.

II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this contract or services but have not been included in the scope of the services listed in Paragraph I above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:

A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.

B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

III. COUNTY FURNISHED SERVICES: The County agrees to:

A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services rendered by Contractor and as set forth in Exhibit "A".

C. Make available all pertinent data and records for review.

IV. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit "B" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of this contract.

V. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of $______________, including direct non-salary expenses.

VI. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt by County of an invoice covering the service(s) rendered to date.

For any services involving a public works or construction project the County shall retain 10 percent of each monthly progress payment, which shall be due upon completion and acceptance by County of the work or termination of this Contract.

With respect to any additional services provided under this Contract as specified in paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit "B".

Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to contractor.

VII. INSURANCE: The Contractor shall maintain a commercial general liability insurance policy in the amount of $2,000,000. Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or
commercial automobile liability coverage including non-owned and hired automobile liability in the amount of $500,000. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The Contractor shall be required to carry professional liability coverage in the amount of $2,000,000.

The County shall be named as an Additional Insured on all of the policies. The Certificate Holder and Additional Insured should read as follows:

Trinity County
P O Box 1613
Weaverville, CA 96093

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work, and said certificate and endorsement shall provide for 30 day advance notice to County of any termination or reduction in coverage.

IX. WORKER'S COMPENSATION: The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance shall be provided to County prior to commencement of work.

X. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

XI. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the County during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

XII. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.

XIII. LICENSING AND PERMITS: The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
XIV. BOOKS OF RECORD AND AUDIT PROVISION: Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

XV. TERM OF AGREEMENT: This Agreement shall commence on ___________ and shall terminate on ____________________.

XVI. CONFIDENTIALITY: All information and records obtained in the course of providing services under this agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program. Both parties shall comply with State and Federal requirements regarding confidential information.

XVII. TITLE: It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing, computer disk, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.
XVIII. TERMINATION:

A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to the party involved.

B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

C. Either party hereto may terminate this Contract for any reason by giving sixty (60) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

XIX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

XX. AMENDMENT: This Contract may be amended or modified only by written agreement of all parties.

XXI. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.

XXII. JURISDICTION AND VENUE: This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Trinity County, California.

XXIII. INDEMNIFICATION: Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
XXIV. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract, including the Health Insurance Portability and Accountability Act. Contractor shall execute the Health Insurance Portability and Accountability Act Supplement attached to this contract as Exhibit C, which is hereby incorporated by reference.

XXV. ATTORNEY’S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys’ fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXVI. NOTICES: Notices to terminate, change or otherwise provide notice as provided in the contract shall be given to County at the following location:

Notice shall be given to Contractor at the following address:

Name of Business &
Address

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date first above written.

APPROVED BY
COUNTY OF TRINITY:

By: __________________________
Chairman, Board of Supervisors

APPROVED AS TO FORM:  CONTRACTOR:

By: __________________________
County Counsel

By: __________________________
Name: _______________________
Federal Tax I.D.#________________
Telephone No. ___________________
EXHIBIT "A"

SERVICES TO BE PROVIDED BY CONTRACTOR

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

EXHIBIT "C"

HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT SUPPLEMENT

Definitions:
Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

a. Business Associate. "Business Associate" shall mean the Contractor named in the first paragraph of this agreement.

b. Covered Entity. "Covered Entity" shall mean the County of Trinity.

c. Designated Record Set. “Designated Record Set” shall mean:

   (1) A group of records maintained by or for a covered entity that is:
       a. The medical records and billing records about individuals maintained by or for a covered health care provider;
       b. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
       c. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

   (2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

d. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

f. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

g. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

h. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
i. **Electronic Protected Health Information.** "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

j. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.


**Obligations of Business Associate**

Business Associate shall:

a. Not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

b. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. Report to Covered Entity any use or disclosure of the Protected Health Information in violation of the requirements of this Agreement of which it becomes aware.

e. Ensure that any agent, including a subcontractor, to whom it provides or receives Protected Health Information agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

g. Provide to Covered Entity or an Individual, in time and manner agreed to between the parties, information collected pursuant to this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

h. Provide access, at the request of Covered Entity, and in the time and manner agreed to by the parties, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

i. Make any amendment(s) to Protected Health Information in a Designated Record set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at
the request of Covered Entity or an Individual, and in the time and manner agreed to between the parties.

j. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

k. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.

l. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

m. Business Associate shall report to Covered Entity any Security Incident within 5 business days of becoming aware of such incident.

n. Business Associate shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at Covered Entity’s request, to the Covered Entity for purposes of the Secretary determining Covered Entity’s compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Business Associate
Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of Covered Entity
Covered Entity shall notify Business Associate of any:

a. Limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of Protected Health Information.

b. Changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate’s use or disclosure of Protected Health Information.

c. Restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity
Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
Term and Termination

a. Term. The Term of these provisions shall be concurrent with the term of the Services Agreement, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

b. Termination for Cause. Upon Covered Entity’s knowledge of a material breach by Business Associate, Covered Entity shall either:
   a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
   b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
   c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

c. Effect of Termination.
   a. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
   b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Reservation of Right to Monitor Activities.

Covered Entity reserves the right to monitor the security policies and procedures of Business Associate.

[Add following provision only when applicable or incorporate by reference.]

Specific Provisions for Use and Disclosures by Business Associate of PHI Subject to 42 CFR Part 2.
(a) Covered Entity operates a program for treatment of alcohol or drug abuse, receives federal financial assistance in the operation of that program, and is required to comply with 42 CFR Part 2 pertaining to use and disclosure of patient information and patient records.

(b) Business Associate is a “Qualified Service Organization” as that term is defined at 42 CFR 2.11.

(c) Business Associate acknowledges that it will have access to records that are covered by 42 CFR Part 2. Business Associate agrees that it is fully bound by the provisions of 42 CFR Part 2, and will only use and disclose protected health information as permitted by those regulations. Business Associate will, if necessary, resist in judicial proceedings any effort to obtain access to patient records not permitted by 42 CFR Part 2.

Miscellaneous

a. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

b. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

c. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

Dated: ___________________________  ___________________________

CONTRACTOR SIGNATURE
Mission

The Trinity County Airport Advisory Committee (TCAAC) is established under the direction of the Trinity County Board of Supervisors (BOS) to provide recommendations and advice to the BOS through the Director of the Department of Transportation.

The appointed members of the TCAAC are, by default, leaders within their community on matters relating to the five airports that serve Trinity County. As such, it is the mission of the TCAAC to promote aviation within Trinity County and make County agencies aware of private and public sector aviation opportunities.

Vision

Airports are an opportunity for a public sector sponsor to create a self-sustaining operation that:

- Will enhance the overall quality of the local transportation system;
- Provides economic opportunity to the community;
- Enhances the emergency service response within the community and the surrounding area.

With the exception of hangars at Trinity Center and Weaverville, Trinity County Airports have no services. It is the vision of the TCAAC that the County will continually seek economic opportunities to develop services at each airport. These include fuel, FBO services, rental car availability, flight training operations, maintenance services and other services that will enhance aviation operations in Trinity County, significantly contribute to improving local economic viability, and ensure the availability and expansion of emergency services within the County.

Values

Members of the TCAAC are appointed and serve at the pleasure of the appointing Supervisor. Members must continually keep their appointing Supervisor updated on aviation related matters within their district and discuss the Supervisors vision for future development of airports and aviation services within Trinity County.

Members must be cognizant that when they are researching airport and aviation opportunities they do not inadvertently obligate the County. Committee members do not have contracting authority nor are they in a position to enter into formal or informal agreements with regard to airport operations or the provision of services at airports within Trinity County.
STAFF REPORT

Subject: Residential Through the Fence Agreements

Date: September 9, 2014

ISSUE: Should the Board approve standard Residential Through the Fence (RTTF) Agreement, and authorize the Director of Transportation execute the standard agreement?

BACKGROUND: Back in 2009, the FAA took a negative stance against RTTF operations. There were many reasons for this such as many agencies not charging for the privilege of use, off airport businesses operating without contributing to the airport giving them the advantage to on-airport operations, and security issues. The result was to stop allowing further RTTF operations.

Because of pushback from the pilot community, this stance was revised. Per the FAA;

Residential through-the-fence (RTTF) agreements allow people who own residential property with aircraft storage facilities near an airport to access the airport from off-airport property. These properties are sometimes known as "hangar homes." On February 14, 2012, the FAA Modernization and Reform Act of 2012 was signed into law (P.L. 112-95). Section 136 of this law permits general aviation airports, as defined by the statute, to enter into residential through-the-fence agreements with property owners or association representing property owners. RTTF agreements must comply with specific terms and conditions contained in the law.

DISCUSSION: Trinity County Department of Transportation (DOT) prepared an updated Residential Through the Fence Access Agreement. Currently the only airports within the county which have private access onto the airports are Ruth and Trinity Center.

The Trinity County RTTF Agreement includes the statutory requirements of FAA Rules as well as other items to be addressed by these specific users. The agreement follows a standard outline provided by FAA, with each Article as set forth;

- Article I sets forth the term of the agreement on a month to month basis with stipulations concerning relinquishing the Agreement and property sales resulting in new owners. FAA Assurances will not permit agreements without some type of sunset provision. Rather than a time certain, Staff believed that change in ownership is the best time to renew the agreement with the new owner.
- Article II sets forth the prohibitions concerning commercial use, sale of aviation fuels, and access restrictions. This is the main reason for these agreements. Off-airport functions were using the RTTF accesses to use airport facilities, however, they were not paying into use of the facility. This agreement ends this practice.
- Article III sets forth the access fees ($610.00 annually), the basis for the fees, and the penalty for late payments, along with contact information for payments and all other communications.
• Article IV sets forth requirements concerning construction and maintenance of infrastructure responsibilities of the user.
• Article V states that the agreement is subordinate to grant assurances, agreements with the United States and federal obligations; including responsibilities of users concerning taxes and a disclaimer against the agreement increasing the property value of user’s adjacent property.
• Article VI sets forth termination parameters concerning defaults by users.

Additionally, Grant Assurance 29, Airport Layout Plan, requires all proposed and existing access points used to taxi aircraft across the airport property boundary to be depicted on the FAA-approved Airport Layout Plans. Trinity County DOT revised the ALPs for Ruth Airport and Trinity Center to depict all current residential access points. Ruth Airport has one residential access point; Trinity Center Airport has seven.

Because this is a standardized agreement, Staff request that the DOT Director be able to execute the agreement and route for form and content. This request is similar to the Standard Hanger Lease Agreement, the Board has authorized the DOT Director to execute if no changes have been made to the standardize agreement.

The Airport Advisory Committee (AAC) reviewed this agreement over the summer, suggested changes, and voted unanimously to recommend the Board of Supervisor approve this agreement at the August 1, 2014 meeting.

ALTERNATIVES INCLUDING FINANCIAL IMPLICATION:
1. Approve the Standardized Agreement and authorize the DOT Director to execute agreements with required homeowners. No impact to the General Fund. Staff anticipates about $3,500 in additional revenues.
2. Provide other direction to Staff concerning the agreements. This could lead to delays, which if not resolved over time would led to FAA withholding future Airport Improvement Grants.

RECOMMENDATION:
Approve as presented. We are required to be completed by October 1, 2014. Our hope is to have most of the agreements executed by then and would be in routing. We are keeping the FAA advised of our current status.

Respectfully Submitted

Richard Tippett
Director – Department of Transportation
Hi Rick,

I think I understand your point as well. But I think you are forgetting that when we (the property owners) were given the option to do the construction of encroachments on the airport, it was made extremely clear to us that any and all improvements we made on the airport side of the fence became the property of the county. The COUNTY owns my apron and other improvements, I do not. The county could, in principle, put up a chain link fence and "cut me off" from my "improvements" because these improvements are on county property. Yes, I agree to maintain the pavement, or more correctly, the county pointed out that it was NOT going to maintain the pavement on the apron, but it would allow me to do so. It reads in the contract as a "requirement" that I maintain my apron so that the county does not end up with a bunch of broken concrete it has to deal with. But there is no doubt that I do not "own" that apron, and I only have "exclusive use" of it as long as I pay the annual fee, just like any other tie-down on the airport. That looks more like me donating labor and materials to the county rather than me having something the public is locked out of such as a real TTF situation to a private hangar.

There is nothing in the paperwork I have that guarantees me access to the apron or tie-down on county property. It is a permitted encroachment that has an annual fee attached. If I fail to pay me annual fee, I expect the county will do something else with its property.

How do you view the "privately constructed hangars" on airport property? Should each one of those "owners" sign TTF agreements because they have constructed an improvement on county property? I think that at such time as the current agreement between the county and the hangar "owner"/lessee expires, the county expects to take over management and administration of those "privately constructed" hangars. In other words, when the current deal runs out, the county will re-lease those hangars (often to the current tenant).

The tie-down encroachments are the same, only they have already reverted to annual payments unlike the 25-year leases the county gave the hangar builders.

I simply do not understand your logic. Tie-downs on county property are county tie-downs regardless of where they are on airport property and regardless of who paved them. I see absolutely no TTF implications for a tie-down in front of a lot along the taxiway any more so than the tie-downs on the ramp.

If we need to go to the Board and clarify their understanding, then that's what we'll do.

Sincerely,

Mike

On 4/8/2015 5:53 PM, Richard Tippett wrote:

Mike,
I understand what you are saying, but what I have discussed with the Board in the past is if the tiedown area is constructed by the adjoining property owner on airport property for that adjoining property owner’s exclusive use, we consider it an RTTF. The agreement goes beyond just the access, it also talks about maintenance of facilities and responsibilities. Something that is important as the airport doesn’t maintain these tiedown areas.

These privately constructed tiedowns are different than the tiedowns that you would find on the ramp. If it were a ramp tiedown, it would not fall under the RTTF.

...Rick

From: Mike McHugh [mailto:mmcugh73@gmail.com]
Sent: Wednesday, April 08, 2015 4:03 PM
To: Richard Tippett
Cc: Valynn Craford; Jim Weddell; Keith Groves
Subject: Re: TTF agreement

Hi Rick,

Thanks for your reply.

I am familiar with and have studied the FAA document. I cannot conclude from that document, which obviously focuses on physical through the fence access, that assigned tie-downs on an airport are intended to be subject to this program. Therefore, I believe that what you state that you presented to the board is in error regarding tie-downs constituting exclusive use in the context of the FAA TTF program.

At many airports, specific tie-downs are leased to aircraft operators for exclusive use. For example, I can sign up for an annual tie-down at, say, Oakland International or Palo Alto airport, and I will be assigned a specific tie-down number for my exclusive use. Indeed, at many airports I am allowed to place a small storage box in my tie-down for my aircraft accessories, such as a couple quarts of engine oil, window and aircraft washing fluids, and so on. This makes sense because I have exclusive use of that tie-down.

In Trinity County, the practice has been to provide a laminated card to be displayed in an aircraft window showing that an annual fee has been paid, but individual tie-downs have not numbered or assigned. I believe that is because the number of annual tie-downs requested has not required assigned spaces. That does not mean that it does not make sense to alter the county program to assign tie-downs to annual tie-down lessees. For example, I might want to lease the tie-down closest to the drive-through gate, or the bathroom. Or I might want a tie-down that backs up to the fence to avoid damage from a mistake in the tie-down behind me. There are a myriad of reasons to assign specific tie-downs, and this entire concept is NOT what the TTF issue is all about. This is common practice at airports all over the country.

If I pay an annual tie-down fee, and you assign me the tie-down in front of my property, I have been given no more privilege than any other annual tie-down lessee. In fact, if I don’t lease an annual tie-down, I would expect that you might lease the tie-down in front of my property to
someone else, or make it available for transient parking.

I think the renewal issue and lack of extension guarantee is irrelevant to your tie-down leasing policy. If the FAA were to reverse itself again and require you to build a chain link fence along the property lines cutting off all access from adjoining properties, you would still have all the tie-downs along the taxiway available to rent out. The only facilities that would be lost are the off-airport, TTF hangars.

Therefore, I plan to recommend at the AAC meeting that the county start assigning tie-down spaces to annual lessees, and the location assignment should take into consideration any specific location requests by the lessee. In this way, any tie-down on the airport is available to be leased by any member of the public. You might offer the courtesy of asking the adjoining property owners if they would like to lease the tie-down in their encroachment before you make it available to the public.

My conclusion is that the only properties that require an RTTF agreement are the 6 properties that actually operate through the fence, and specifically, NOT the other 6 properties with tie-downs on the airport in front of their parcels.

Incidentally, what is the annual tie-down charge in the new schedule of airport fees?

Sincerely,

Mike

On 4/8/2015 3:00 PM, Richard Tippett wrote:

Mike,

Here is the guidance

http://www.faa.gov/airports/airport_compliance/residential_through_the_fence/media/cgl2013_1RTTF.pdf

What I have presented to the Board is that any area that is set aside for the exclusive use of an adjoining property owner is considered a through the fence agreement. If the airplane in hangar on the residential property, next to the property, or both, AND used exclusively by that ADJOINING property owner, it is an encroachment. If the aircraft is in the common tie down area, that is NOT a RTTF. That owner would pay the standard tie down fees. That encroachment would be addressed by the Fence Maintenance Agreement and the Private Covenants.

Having the agreement doesn't guarantee extension, but if you look at the guidance, if you have an existing agreement and the property changes hands, the FAA is not that concerned about it and gives the sponsor (us) a lot of flexibility. As mentioned at earlier meetings, FAA requires all agreements to have some date that triggers a renewal. I felt rather than a 10 year agreement as suggested by the feds, we go with property transfer.

Plants, walls, stairs, etc. are issues related to the Private Covenant, Fence Maintenance Agreement or standard DOT
encroachment permit. The RTTF deals only with airplane and associated facilities.

From what you list below,

- 6 will need RTTF

- 6 might need RTTF. If tiedown is adjoining the property and for the exclusive use of that property owner, an RTTF is required.

- The remaining is up to the property owner. If there is no encroachment, an RTTF is not required.

...Rick,

-----Original Message-----
From: Mike McHugh [mailto:mmchugh73@gmail.com]
Sent: Wednesday, April 08, 2015 1:32 PM
To: Richard Tippett
Cc: Valynn Crafford; Jim Weddell; Keith Groves
Subject: TTF agreement

Hi Rick,

I am responding to you and Ms. Crafford per instructions in the attached letter I received yesterday regarding the "Residential-Through-The-Fence Access Agreement" you sent me.

As we discussed on the telephone, on or about February 13 after the first letter you sent me on this topic, there are remaining issues with the contract and with the applicability of this contract to the various property owners and types of encroachments at Trinity County Airports. I believe you and I agreed that these issues should be discussed at the next AAC meeting, which is scheduled for April 17, and Chairman Weddell has agenda-d this topic. Depending upon the disposition of these issues, there may be changes needed to this contract language. Therefore, I am awaiting the outcome of that meeting, and the subsequent actions by the DOT, and possibly even the Board of Supervisors, to address these issues before I sign your proposed Agreement.

To reiterate a portion of our earlier discussion, and highlight some of my input to the next AAC meeting, the following situation exists at Trinity Center Airport. Of the 19 private lots adjacent to the airport along the taxiway:

-- 6 lots actually have TTF activities, that is, aircraft move from the public property to private private property. 4 have hangars with or without doors, and 2 have sunshade parking areas.

-- 6 lots have on-airport tie-downs, but other than pedestrian traffic, there is no TTF activity. These lots also have non-aviation encroachments (eg, lawn, retaining wall, stairs, etc.)

-- 3 lots have only non-aviation encroachments (lawn, etc.)
-- 4 lots have no apparent encroachments.

-- there is also private property adjacent to the hangar area that currently has no apparent encroachments.

As we have discussed, it is not clear that one size fits all in terms of your current Agreement and fee structure.

In the spirit of full disclosure, you may not be aware that I have purchased the empty lot next door to my house. I plan to leave the existing tie-down on the airport property adjacent to this lot. That places me in the same position as others along the airstrip in that I own property that does NOT perform any "through the fence" (TTF) activities related to aircraft. It occurs to me that consideration should be provided to owners that have non-TTF encroachments in terms of contract language as well as the fee structure. For what it's worth, I raised these issues with you before I decided to purchase the lot next door. Furthermore, I was contacted by owners in the "only non-aviation encroachments" category with concerns before our phone conversation in February.

For the record, it is my intent to enter into the final form of this Agreement with the County and pay the required fees. However, I would rather we execute only the final form of the contract. I trust that this notice will replace the requested postcard until the issues before the AAC are resolved.

Sincerely,

Mike McHugh
Discussion addendum:

The intent of the FAA is to ensure that use of RTTF access does not disadvantage the airport by performing functions that would otherwise result in revenue to the airport if those functions were actually on the airport, and to avoid competition with on-airport businesses, giving the off-airport function an economic advantage over an on-airport business.

I believe the spirit and letter of the FAA requirements are met with a fee structure that places appropriate value on each aspect of airport use, or the displaced revenue due to RTTF access. I have identified 5 distinct categories regarding private property uses adjacent to a county airport that we should consider:

1. *Properties with no encroachment on the airport whatsoever.* Such properties exist at all county airports. In this case, the property owner is merely the airport’s neighbor with no other relationship to the airport. These properties displace no airport revenue and receive no special value from the airport.

2. *Properties with non-aviation encroachments only* (e.g., lawns, gardens, retaining walls, etc.) Note that this category includes properties granted special consideration when the airport fences were installed. For example, at Trinity Center Airport, there are properties along the taxiway that do not have a chain link fence along the airport property line because these owners agreed to build and maintain a fence elsewhere on their property to achieve the same goal as the chain link fence. This usage displaces no airport revenue, but these owners do receive value from use of airport property.

3. *Properties with non-aviation encroachments plus an on-airport tie-down.* In each case, these properties participate in the airport fence program and have lawns, stairways, and/or other improvements in addition to the tie-down. These owners receive the value of a tie-down plus the value of non-aviation encroachments as described in #2.

4. *Properties using RTTF access to a private-property tie-down.* These owners displace the revenue of a tie-down plus they receive the value of non-aviation encroachments as described in #2.

5. *Properties using RTTF access to a private-property hangar* (including sun-shades). These owners displace the revenue of an on-airport hangar plus they receive the value of non-aviation encroachments as described in #2.
Trinity County Airport Advisory Committee

Someone with an off-airport hangar should pay a fee based on the revenue lost to the county, such as in the current RTTF county proposed contract. This fee is based upon the notion that the county is losing hangar rent because the user is taxiing off the airport to a private hangar.

Someone with non-aviation encroachments is enjoying certain use of airport property and should pay an encroachment fee. However, this user is not displacing any other revenue since there is no aviation activity involved. Thus, a non-aviation use encroachment fee should be established for these users.

Someone with an off-airport tie-down is not leasing a county tie-down, thus costing the county that revenue. Their RTTF fee should be based on the loss of tie-down revenue, and not be calculated based on a function of county hangar fees. This is not in the current county proposal.

Therefore, it seems most appropriate for the county to provide a set of Agreements and Fees based upon the value received by the property owner to meet FAA requirements for accounting for lost airport revenue, and to be fair to all concerned:

Proposed motion language:

That the DOT revise its airport fee rate structure for airport uses by adjacent property owners to reflect a) the relative value received by the property owner, and b) the revenue loss, if any, by the airport for off-airport operations. This motion specifically requests the DOT to

-- apply RTTF fees and agreements only to those types of operations in which aircraft operations occur physically “through the fence”, and

-- structure RTTF fees based on the value of the off-airport facility (that is, hangar vs. tie-down), and

-- consider an on-airport tie-down as having the same value as a ramp tie-down, where any extra value due to the proximity of the tie-down to a particular private parcel be reflected in the associated non-aviation encroachment, and

-- reflect the non-aviation uses (lawns, retaining walls, etc.) in encroachment fees, and not require property owners with only non-aviation encroachments to complete the RTTF agreement or pay RTTF fees.
STAFF REPORT

Subject: Residential Through the Fence Agreements

Date: April 17, 2015

ISSUE: Receive an update on Residential Through the Fence Agreements (RTTF).

BACKGROUND: Attached is the Staff Report outlining the need for RTTF agreements (Attachment A).

DISCUSSION: It is the County’s responsibility to operate the airport and control all encroachments into and off of the airport. An encroachment is something that is not county owned or maintained that is on county property, not necessarily limited to crossing over a property line. This includes roads, fence gates, and taxiways.

Last year, FAA required that we enter into agreements with individuals that utilized a “through the fence” encroachment on/off airport property. The County determined that all private encroachments, that is anything constructed for the sole and private use of an adjoining parcel concerning aviation needs to be secured by a RTTF. FAA wanted the RTTF for going on/off airport property, where the County wanted to have agreements with the owners of private aviation facilities that were constructed on airport property. These activities are combined for simplicity of process.

ACC Committee Member McHugh pointed out five different encroachments (see Attachment B). County DOT sees the encroachments as follows;

1. No encroachment
2. Standard DOT Encroachment Permit
3. RTTF Agreement
4. RTTF Agreement
5. RTTF Agreement

It is important to note that tie downs, encroachments, and RTTF fees that are collected only apply to operations, construction, and administration. None of the RTTF fees are or have been applied to hangar maintenance.

As of 4/3/2015, of the 19 RTTF agreements that were needed for Trinity Center, 9 have been executed, 1 expressed no interest, 3 have expressed interest, and 6 have not responded.

Two RTTF have been executed at Hyampom, and one is needed at Ruth.

ALTERNATIVES INCLUDING FINANCIAL IMPLICATION:

1. None, this is from update and discussion only.
RECOMMENDATION: None. However, if there is a revision desired, direction needs to be provided and staff needs to return at a future meeting with the revised language for the AAC to take specific action for a recommendation. Any modification to the RTTF has to be approved by the Board of Supervisors, with AAC recommendation.

Respectfully Submitted

Richard Tippett, Director
Department of Transportation
STAFF REPORT

Subject: Old Business: Hangar Update (8C and 8E)

Date: April 17, 2015

ISSUE: Update on Hangar Lease Conversion

BACKGROUND: 18 long term hangar leases expired at the end of 2014.

DISCUSSION: Here is the current status:

<table>
<thead>
<tr>
<th>Hangar</th>
<th>Commit</th>
<th>Inspect</th>
<th>Verify Use</th>
<th>Renew</th>
</tr>
</thead>
<tbody>
<tr>
<td>B*</td>
<td>NO</td>
<td>y</td>
<td>y</td>
<td>NO</td>
</tr>
<tr>
<td>B*</td>
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</table>

12 of the 18 conversions are now complete. Of the remaining 6, we have 2 leases that are pending with items to be resolved, 1 is empty, 2 owners stated interest in renewing, but haven’t, and 1 is non-conforming. Inspections are still pending on half the hangars. Our desire is to be completed with this process by the end of the Fiscal Year (June 30). Income deferred from the 1 empty hangar is $159 month/$1,908 year.
FAA Grant Assurance requires that all hangar tenants pay an equal rate when leasing space at the airport. There are 7 hangars that paid a small fee when initially constructing their hangar, but no monthly fee now; and 6 that pay a small fee of $20 a month. Per the grant assurances, the rate that is Board established for all privately owned is $0.05 per square foot/month. Staff will be initiating discussions with these hangar owners before the end of the fiscal year to revise the agreement equitably to make them consistent with the Assurances. This revision has an income potential of $10,230. If collected 45% is dedicated to operations, 45% is dedicated to construction and 10% to administration.

ALTERNATIVES INCLUDING FINANCIAL IMPLICATION:

1. None – Discussion Only

RECOMMENDATION:
No direction is requested as this is an update.

Hangar Revenue is as follows

<table>
<thead>
<tr>
<th>Year</th>
<th>Revenue</th>
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</thead>
<tbody>
<tr>
<td>Last Year</td>
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<tr>
<td>This Year</td>
<td>$50,382</td>
</tr>
<tr>
<td>Next Year</td>
<td>$82,226</td>
</tr>
</tbody>
</table>

This will provide $13,345 annually for each account; Construction and Operations.

Respectfully Submitted

__________________________________________
Richard Tippett
Director – Department of Transportation
ISSUE: Discuss non-conforming use of a hangar spaces.

BACKGROUND: FAA Assurances require that all uses of the airport be for aviation only purposes. This is particularly directed towards rental hangar spaces. Attachment 1 is an article from AOPA discussing recent events, and issues surrounding non-conforming use.

DISCUSSION:
There has been recent rule making concerning the non-aeronautical use of airport hangars. That rule making can be found at: https://www.federalregister.gov/articles/2014/07/22/2014-17031/policy-on-the-non-aeronautical-use-of-airport-hangars (Attachment 2).

With the recent conversion of hangars, one of the owners has stated that he has sold the aircraft and is now using the hangar for storage. This is a non-conforming use.

The new policy states essentially this is permissible if:
1. There are no unmet needs for aeronautical use.
2. The hangar is leased at fair market value for surrounding storage uses.
3. Any lease that is entered into is for a month to month term with an immediate termination clause.
4. The lease shall not be for a period greater than five years.
5. The Airport Sponsor and FAA shall support the use.

Checking the surrounding area, leases for large storage units ranged from $0.35 per square foot/month to $0.67 per square foot/month.

ALTERNATIVES INCLUDING FINANCIAL IMPLICATION:
1. Determine that non-conforming use would not be permitted.
2. Allow the non-conforming use. Staff’s recommendation to the Board would be to charge $0.45 per square foot/month. For the average size hangar, that would equate to $630 per month change, a $434 increase per month.

RECOMMENDATION:
With vacant hangars, support the non-conforming use. Board approval of the rates and an agreement amendment will be required. Ultimately the amendment to the agreement will require the FAA San Francisco District Office, which has stated a tentative agreement if the policy is followed.

Funds collected will be distributed through normal formulas with allocations to long and short term hangar maintenance, operations, construction and administrative.

Respectfully Submitted

Richard Tippett
Director – Department of Transportation
Hangar storage

What can you store in your hangar?

October 2, 2014 | By John S. Yodice

One of the many benefits offered to participants in the AOPA Legal Services Plan is a one-time annual review and critique of certain aviation documents—in this case, a hangar lease agreement that a LSP participant has been asked to execute. By now we have seen many of them. These leases usually contain a provision limiting what may be stored in the hangar. Often the language is troubling because, read literally, it would bar what hangar lessees normally expect to keep in their hangar.

Airport and fixed-base operators who lease hangars usually are sympathetic to the concern, but they feel that they are required by the FAA to impose such a restriction based on the so-called Glendale case. A few years ago, the FAA found the City of Glendale in violation of an FAA grant agreement by allowing non-aeronautical use of airport hangars for storing nonaviation items. A follow-up letter by the FAA, in an attempt to distinguish items between aeronautical and nonaeronautical uses, became widely circulated and interpreted to require the restrictions in the hangar lease agreements. The Glendale letter has now been downplayed in rulemaking. The FAA now says, "Insofar as that letter suggested that all non-aeronautical items stored in a hangar would constitute a violation of the grant assurances, it applied to a specific situation at a specific airport and does not represent general agency policy."

A more permanent solution is in sight. In July 2014 the FAA issued a proposed rule titled Policy on the Non-aeronautical Use of Airport Hangars. The policy, if adopted as proposed (or improved as some comments to FAA suggest), should help in the negotiation of more reasonable storage provisions.

Here is a selection of the terms of the proposed policy that should help in the negotiations. "Provided the hangar is used primarily for aeronautical purposes, an airport sponsor may
permit limited, non-aeronautical items to be stored in hangars provided the items are incidental to aeronautical use of the hangar and occupy an insignificant amount of hangar space (e.g., a small refrigerator). Generally, items are considered incidental if they: do not interfere with the aeronautical use of the hangar; do not displace the aeronautical contents of the hangar; do not impede access to aircraft or other aeronautical contents of the hangar; do not require a larger hangar than would otherwise be necessary if such items were not present; occupy an insignificant amount of hangar space; [and] are owned by the hangar owner or tenant.” This is useful language. The proposed policy also says that hangars must not be used as a residence, but may be used as a typical pilot resting facility.

Short-term storage of nonoperational aircraft for purposes of maintenance, repair, or refurbishment is allowed as an aeronautical use, but to the chagrin of homebuilders and EAA, not all stages of building an aircraft are aeronautical—only the final assembly of aircraft is considered an aeronautical use. Hopefully, this will be fixed in the final policy (see “What’s In Your Hangar?” page 114).

Some wonder why the FAA is involved in what seemingly is a housekeeping matter within the control of the airport or fixed-base operator that leases hangars. Well, most airports have accepted federal airport aid that carries with it a list of assurances that FAA oversees. Grant Assurance 22 requires the sponsor to make the airport available on reasonable terms without unjust discrimination for aeronautical activities, including aviation services. Grant Assurance 19 prohibits an airport sponsor from causing or permitting any activity that would interfere with use of airport property for airport purposes. (These same restrictions apply to airports that were declared surplus by the federal government and subsequently turned over to a local government.) What precipitated the problem is that in FAA and GAO airport inspections and audits, it was found that some hangars intended for aircraft storage were used to store non-aeronautical items such as automobiles, motorcycles, recreational vehicles, and large household items, sometimes not sharing space with an aircraft, and all arguably in violation of these assurances.

Now we should be able to look forward to a policy as finally adopted that will lead to more reasonable hangar storage provisions. At the very least, the pesky Glendale precedent has been set aside.

Web: www.aopa.org/pps

John S. Yodice provides legal counsel for AOPA members through the Pilot Protection Services plan.
Topics Pilot Protection Services, AOPA Products and Services, FAA, Government Agencies

NTSB alerts focus on transition training, mountain flying

Transition training, mountain flying, and post-maintenance preflight inspections are among the topics of four National Transportation Safety Board Safety Alerts issued April 7.

0 Comments

Financing is not just for aircraft purchases

AOPA Aviation Finance Company can help with upgrades, overhauls, or even a new engine.

Membership News & Notes

A pilot from Delaware got more than he bargained for last summer when he made a fuel stop in Pennsylvania in his Cessna 210N.
The Federal Register

The Daily Journal of the United States Government

Proposed Rule

Policy on the Non-aeronautical Use of Airport Hangars

A Proposed Rule by the Federal Aviation Administration on 07/22/2014

Action

Notice Of Proposed Policy; Request For Comments

Summary

Under Federal law, airport operators that have accepted federal grants and/or those that have obligations contained in property deeds for property transferred under various Federal laws such as the Surplus Property Act generally may use airport property only for aviation-related purposes unless otherwise approved by the FAA. Compliance inspections by FAA staff, as well as audits by the Government Accountability Office, have found that some hangars intended for aircraft storage are routinely used to store non-aeronautical items such as vehicles and large household items. In some cases, this storage interferes with—or entirely displaces—aeronautical use of the hangar. Moreover, many airports have a waiting list for hangar space, and a tenant’s use of a hangar for non-aeronautical purposes prevents aircraft owners from obtaining access to hangar storage on the airport. At the same time, the FAA realizes that storage of some small incidental items in a hangar that is otherwise used for aircraft storage will have no effect on the aeronautical utility of the hangar. The FAA is proposing a

statement of policy on use of airport hangars to clarify compliance requirements for airport sponsors, airport manager, airport tenants, state aviation officials, and FAA compliance staff. This notice solicits public comment on the proposed policy statement.

Table of Contents

- DATES:
- ADDRESSES:
- FOR FURTHER INFORMATION CONTACT:
- SUPPLEMENTARY INFORMATION:
  - Availability of Documents
  - Authority for the Policy
  - Background
  - Airport Sponsor Obligations
  - FAA Oversight
  - Use of Hangars for Fabrication and Assembly of Aircraft
  - Proposed Policy and Request for Public Comment
  - Proposed Policy and Request for Comments
  - Use of Aeronautical Land and Facilities
  - Applicability
  - I. General
  - II. Standards for Aeronautical Use of Hangars
  - III. Approval for Non-Aeronautical Use of Hangars
  - IV. No Right to Non-Aeronautical Use
  - V. Sponsor Compliance Actions
  - Footnotes

DATES:

Send your comments on or before September 5, 2014. The FAA will consider comments on the proposed policy statement. Any necessary or appropriate revisions resulting from the comments received will be adopted as of the date of a subsequent publication in the Federal Register.

ADDRESSES:

You may send comments [identified by Docket Number FAA-2014-0463] using any of the following methods:

• Government-wide rulemaking Web site: Go to http://www.regulations.gov and follow the instructions for sending your comments electronically.

• Mail: Docket Operations, U.S. Department of Transportation, West Building, Ground Floor, Room W12-140, Routing Symbol M-30, 1200 New Jersey Avenue SE., Washington, DC 20590.

• Fax: 1-202-493-2251.

• Hand Delivery: To Docket Operations, Room W12-140 on the ground floor of the West Building, 1200 New Jersey Avenue SE., Washington, DC 20590, between 9 a.m. and 5 p.m., Monday through Friday, except Federal holidays.

For more information on the notice and comment process, see the SUPPLEMENTARY INFORMATION section of this document.

Docket: To read background documents or comments received, go to http://www.regulations.gov at any time or to Room W12-140 on the ground floor of the West Building, 1200 New Jersey Avenue SE., Washington, DC, between 9 a.m. and 5 p.m., Monday through Friday, except Federal holidays.

FOR FURTHER INFORMATION CONTACT:

Kevin C. Willis, Manager, Airport Compliance Division, ACO-100, Federal Aviation Administration, 800 Independence Avenue SW., Washington, DC 20591, telephone (202) 267-3085; facsimile: (202) 267-4629.

SUPPLEMENTARY INFORMATION:

Privacy: We will post all comments we receive, without change, to http://www.regulations.gov, including any personal information you provide. Using the search function of our docket Web site, anyone can find and read the comments received into any of our dockets, including the name of the individual sending the comment (or signing the comment for an association, business, labor union, etc.). You may review DOT’s complete Privacy Act Statement in the Federal Register published on April 11, 2000 (65 FR 19477-78).

Availability of Documents

You can get an electronic copy of this Policy and all other documents in this docket using the Internet by:

(1) Searching the Federal eRulemaking portal (http://www.faa.gov/regulations/search);

(2) Visiting FAA’s Regulations and Policies Web page at (http://www.faa.gov/regulations_policies; or

You can also get a copy by sending a request to the Federal Aviation Administration, Office of Airport Compliance and Management Analysis, 800 Independence Avenue SW., Washington, DC 20591, or by calling (202) 267-3085. Make sure to identify the docket number, notice number, or amendment number of this proceeding.

**Authority for the Policy**

This notice is published under the authority described in Title 49 of the United States Code, Subtitle VII, part B, chapter 471, section 47122(a).

**Background**

**Airport Sponsor Obligations**

Airport sponsors that have accepted grants under the Airport Improvement Program (AIP) have agreed to comply with certain Federal policies included in each AIP grant agreement as sponsor assurances. The Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified at 49 U.S.C. 47107(a)(1), and the contractual sponsor assurances require that the airport sponsor make the airport available for aviation use. Grant assurance 22, *Economic Nondiscrimination*, requires the sponsor to make the airport available on reasonable terms without unjust discrimination for aeronautical activities, including aviation services. Grant assurance 19, *Operation and Maintenance*, prohibits an airport sponsor from causing or permitting any activity that would interfere with use of airport property for airport purposes. In some cases, sponsors who have received property transfers through surplus property and non-surplus property agreements have similar federal obligations.

The sponsor may designate some areas of the airport for non-aviation use, with FAA approval, but aeronautical facilities of the airport must be dedicated to use for aviation purposes. Limiting use of aeronautical facilities to aeronautical purposes ensures that airport facilities are available to meet aviation demand at the airport. Aviation tenants and aircraft sponsors should not be displaced by non-aviation commercial uses that could be conducted off of airport property.

It is the longstanding policy of the FAA that airport property be available for aeronautical use and not be available for non-aeronautical purposes unless that non-aeronautical use is approved by the FAA. Use of a designated aeronautical facility for a non-aviation purpose, even on a temporary basis, requires FAA approval. See FAA Order 5190.6B, *Airport Compliance Manual*, paragraph 22.6. The identification of non-aviation use of aeronautical areas receives special attention in FAA airport compliance inspections. See Order 5190.6B, paragraphs 21.6.e and f(5).

Areas of the airport designated for non-aeronautical use must be shown on an airport's Airport Layout Plan (ALP). The AAIA, at 49 U.S.C. 47107(a)(16), requires that AIP grant agreements include an assurance by the sponsor to maintain an ALP in a manner prescribed by the FAA. Sponsor assurance
29, Airport Layout Plan, implements § 47107(a)(16) and provides that an ALP must designate non-aviation areas of the airport. The sponsor may not allow an alteration of the airport in a manner inconsistent with the ALP unless approved by the FAA. See FAA Order 5190.6B, Airport Compliance Manual, paragraph 7.18, and Advisory Circular 150/5070-6B, Airport Master Plans, chapter 10.

Clearly identifying non-aeronautical facilities not only keeps aeronautical facilities available for aviation use, but also assures that the airport sponsor receives at least Fair Market Value (FMV) revenue from non-aviation uses of the airport. The AAIA requires that airport revenues be used for airport purposes, and that the airport maintain a fee structure that makes the airport as self-sustaining as possible. 49 U.S.C. 47107(a)(13)(A) and (b)(1). The FAA and the Department of Transportation Office of the Inspector General have interpreted these statutory provisions to require that non-aviation activities on an airport be charged a fair market rate for use of airport facilities rather than the aeronautical rate. See FAA Policies and Procedures Concerning the Use of Airport Revenue, § VII.C, 64 FR 7696, 7721 (Feb. 16, 1999) (FAA Revenue Use Policy). If an airport tenant pays an aeronautical rate for a hangar and then uses the hangar for a non-aeronautical purpose, the tenant may be paying a below-market rate in violation of the sponsor's obligation for a self-sustaining rate structure and FAA's Revenue Use Policy. Confining non-aeronautical activity to designated non-aviation areas of the airport helps to ensure that the non-aeronautical use of airport property is monitored and allows the airport sponsor to clearly identify non-aeronautical fair market value lease rates in order meet their federal obligations. Identifying non-aeronautical uses and charging appropriate rates for these uses prevents the sponsor from subsidizing non-aviation activities with aviation revenues.

**FAA Oversight**

The FAA's enforcement of appropriate use of airport property has been the subject of two audits by the General Accounting Office (now called Government Accountability Office, or GAO). In August 1980, the GAO released a report to the Secretary of Transportation entitled “Misuse of Airport Land Acquired through Federal Assistance.” This report highlighted several cases of federally funded land being used for various non-aeronautical purposes. The report cited a lack of oversight by FAA and recommended more active involvement in oversight. In May 1999, the GAO released the report, “General Aviation Airports: Unauthorized Land Use Highlights Need for Improved Oversight and Enforcement”. This report highlighted the need for the FAA to increase its efforts to monitor airports for unauthorized use of land.

In response to this second report, the FAA began conducting land use inspections at 18 selected airports each year, at least two in each of the nine FAA regions. A frequent finding from these inspections has been the prevalence of non-aeronautical items stored in aircraft hangars designated for aeronautical use. In some cases, the aircraft hangars contained only non-aeronautical items, such as automobiles (including sponsor-owned police cruisers), boats, large recreational vehicles, etc. In other cases, non-aeronautical items shared space with legitimate aeronautical use of hangars. Inspections have frequently uncovered motorcycles, furniture, tools, and other non-aeronautical items stored in hangars along with aircraft. Some hangar tenants were found to be operating non-aviation commercial
businesses out of an airfield hangar.

In May 2011, The Director of the Office of Airport Compliance and Management Analysis issued a Director's Determination under 14 CFR Part 16, finding the City in violation of Grant Assurance 19. Operations and Maintenance by allowing non-aeronautical use of airport hangars for storing non-aviation items. The FAA ordered the City to submit a Corrective Action Plan to bring the airport back into compliance. As part of the City of Glendale's effort to formulate a Corrective Action Plan, the City requested the FAA to provide written confirmation on the status of certain items as aeronautical or non-aeronautical. The agency's July 12, 2012 response to the letter became widely circulated in the airport community and has been interpreted by some as general policy. Insofar as that letter suggested that all non-aeronautical items stored in a hangar would constitute a violation of the grant assurances, it applied to a specific situation at a specific airport and does not represent general agency policy.

A sponsor's grant assurance obligations require that its aeronautical facilities be used or be available for use for aeronautical activities. If the presence of non-aeronautical items in a hangar does not interfere with these obligations, then the FAA will generally not consider their presence to constitute a violation of the sponsor's obligation to provide reasonable access to aeronautical users and tenants. In cases where excess hangar capacity is unused because of low aviation demand, a sponsor can request FAA approval for interim non-aeronautical use of a hangar until that hangar is needed again for an aeronautical purpose. However, aeronautical use must take priority and be accommodated over non-aeronautical use even if the rental rate would be higher for the non-aeronautical use (See FAA Order 5190.6B, ¶ 22.6). The sponsor is required to charge a fair market commercial rental rate for any hangar rental or use for non-aeronautical purposes.

**Use of Hangars for Fabrication and Assembly of Aircraft**

While building an aircraft results in an aeronautical product, the FAA has not found all stages of the building process to be aeronautical for purposes of hangar use. A large part of the construction process can be and often is conducted off-airport. Only when the various components are assembled into a final functioning aircraft is access to the airport necessary.

In Ashton v. City of Concord, NC, the complainant objected to the airport sponsor's prohibition of construction of a homebuilt aircraft in an airport T-hangar. The decision was based on a FAA determination that aircraft construction is not per se an aeronautical activity. While final stages of aircraft construction can be considered aeronautical, the airport sponsor prohibited this level of maintenance and repair in T-hangars but provided an alternate location on the airport. The FAA found that the airport sponsor's rules prohibiting maintenance and repair in a T-hangar, including construction of a homebuilt aircraft, did not violate the sponsor's grant assurances.

There have been industry objections to the FAA's designation of any aircraft construction stages as non-aeronautical. While the same principles apply generally to large aircraft manufacturing, compliance issues involving aircraft construction have typically been limited to homebuilt aircraft construction at
general aviation airports. Commercial aircraft manufacturers use dedicated, purpose-built manufacturing facilities, and questions of aeronautical use for these facilities are generally resolved at the time of the initial lease. In contrast, persons constructing homebuilt aircraft sometimes seek to rent airport hangars designed for storage of operating aircraft and easy access to a taxiway, even though it may be years before a homebuilt aircraft kit will be able to take advantage of the convenient access to the airfield.

The FAA is not proposing any change to existing policy other than to clarify that final assembly of an aircraft, leading to the completion of the aircraft to a point where it can be taxied, will be considered an aeronautical use.

**Proposed Policy and Request for Public Comment**

The FAA intends to produce an agency policy on use of hangars and related facilities at federally obligated airports in sufficient detail to provide a clear and standardized guide for airport sponsors and FAA compliance staff. The FAA is proposing a policy statement for public comment based on the following general principles:

1. The primary goal of this policy is to protect federal investment in federally obligated airports by ensuring aeronautical facilities are available to aeronautical users. Aeronautical users requesting the use of a hangar for aircraft storage should not be denied access because the airport sponsor is permitting tenants to use hangars to store vehicles or household items, or to operate non-aviation businesses.

2. A secondary goal of the policy is to ensure that airport sponsors receive fair market rental for any approved use of airport property for non-aviation purposes.

3. The primary purpose of a hangar in an aeronautical area of the airport is aircraft storage or operation of an aeronautical service business that requires maintenance or repair work on aircraft. If a hangar is serving one of these purposes, then incidental storage of non-aviation items that does not interfere with the primary purpose of the hangar and occupies an insignificant amount of physical hangar space will not be considered to constitute a violation of the grant assurances. In such cases, incidental storage of non-aviation items will be treated as having *de minimis* value (for purposes of compliance with the self-sustaining assurance) and will not require the sponsor to increase rent as a result of the storage of these incidental non-aeronautical items.

4. If an airport's hangar capacity substantially exceeds aviation demand (e.g., there are multiple vacant hangars and no requests to rent them for aeronautical purposes), the sponsor may request and FAA may approve interim non-aeronautical use of vacant hangars under the provisions found in FAA Order 5190.6B, Chapter 22.6. FMV non-aeronautical rental rates would apply to any non-aviation use.

5. Final, active assembly of an aircraft in the manufacturing or homebuilt construction process, resulting in a completed, operational aircraft requiring access to the airfield, is considered an aeronautical activity for the purposes of this policy.
6. Using hangar space as a residence on a full-time or even temporary basis is not a compatible land use, no matter where it is located on the airport, and is not permitted.

7. Airport sponsors are expected to take measures to ensure that aeronautical facilities on the airport are reserved for aeronautical use. These measures should include a periodic inspection program to ensure that the waiting time for those persons who are legitimately in need of a hangar for aircraft storage is minimized.

8. Airport sponsors may adopt more stringent rules for use of hangars than required by the grant assurances, based on proprietary concerns for the safe and efficient use of airport property. However, such rules must be reasonable and not unjustly discriminatory against any aeronautical user. For example, an airport sponsor may limit storage of vehicles in hangars if there is concern that vehicular traffic on taxilanes or taxiways may create a safety hazard.

9. The sponsor's federal obligations do not protect non-aeronautical users and/or storage of non-aeronautical items. Non-aeronautical use is not a protected activity.

**Proposed Policy and Request for Comments**

In accordance with the above, the FAA proposes to adopt the following policy statement on use of hangars at federally obligated airports. The agency requests public comments on the proposed policy statement, as described in the “Address” and “Dates” information in this notice. Comments received by the due date will be considered in the development of a final agency policy statement.

**Use of Aeronautical Land and Facilities**

**Applicability**

This policy applies to all aircraft storage areas or facilities on a federally obligated airport unless designated for non-aviation use on an approved Airport Layout Plan or otherwise approved for non-aviation use by the FAA. The policy statement generally refers to the use of hangars since they are the type of aeronautical facility most often involved in issues of non-aviation use. The policy applies to all users of aircraft hangars, regardless of whether a user is an owner or lessee of the hangar, including airport sponsors, municipalities, and other public entities.

**I. General**

The intent of this policy is to ensure that the Federal investment in federally obligated airports is protected by making aeronautical facilities available to aeronautical users, and to ensure that airport sponsors receive fair market value for rental of approved non-aviation use of airport property. Sponsors who fail to comply with grant assurances and this policy may be subject to administrative sanctions such as the denial of funding from current and future AIP grants.

II. Standards for Aeronautical Use of Hangars

- Hangars located on airport property must be used for an aeronautical purpose, or be available for use for one, unless otherwise approved by the FAA.
- Aeronautical uses for hangars include:
  - Storage of operational aircraft
  - Final assembly of aircraft
  - Short-term storage of non-operative aircraft for purposes of maintenance, repair, or refurbishment
    - Provided the hangar is used primarily for aeronautical purposes, an airport sponsor may permit limited, non-aeronautical items to be stored in hangars provided the items are incidental to aeronautical use of the hangar and occupy an insignificant amount of hangar space (e.g., a small refrigerator). The incidental storage of non-aeronautical items will be considered to be of de minimis value for the purpose of assessing rent.
    - Generally, items are considered incidental if they:
      - Do not interfere with the aeronautical use of the hangar;
      - Do not displace the aeronautical contents of the hangar;
      - Do not impede access to aircraft or other aeronautical contents of the hangar;
      - Do not require a larger hangar than would otherwise be necessary if such items were not present;
      - Occupy an insignificant amount of hangar space;
      - Are owned by the hangar owner or tenant;
      - Are not used for non-aeronautical commercial purposes (i.e., the tenant is not conducting a non-aeronautical business from the hangar including storing inventory);
      - Are not stored in violation of airport rules and regulations.
    - Hangars should be leased with consideration of the size and quantity of aircraft to be stored therein. To maximize the availability of hangars for all aeronautical users, sponsors should avoid leasing a hangar that is disproportionately large for the aircraft to be stored in the hangar (i.e., hangars built to store multiple aircraft should be used for multiple aircraft storage).
    - Hangars must not be used as a residence. The FAA differentiates between a typical pilot resting facility or aircrew quarters versus a hangar residence or hangar home. The former are designed to be used for overnight and/or resting periods for aircrew, and not as a permanent or even temporary residence. See FAA Order 5190.6B, Paragraph 20.5.b.
    - This policy on hangar use applies regardless of whether the hangar occupant leases the hangar
from the airport sponsor or developer, or the hangar occupant constructed the hangar at their own expense and holds a ground lease only. When designated aeronautical land is made available for construction of hangars, the hangars built on the land will be fully subject to the sponsor’s obligations to use aeronautical facilities for aeronautical use.

III. Approval for Non-Aeronautical Use of Hangars

Where hangars are unoccupied and there is no current aviation demand for hangar space, the airport sponsor may request that FAA approve an interim use of a hangar for non-aeronautical purposes for a period no more than five years. Interim leases of unused hangars can generate revenue for the airport and prevent deterioration of facilities. FAA will review the request in accordance with Order 5190.6B, ¶ 22.6. Approved interim or concurrent revenue-production uses must not interfere with safe and efficient airport operations and sponsors should only agree to lease terms that allow the hangars to be recovered on short notice for aeronautical purposes.

The airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (See Policies and Procedures Concerning Airport Revenue, § VII.C.)

IV. No Right to Non-Aeronautical Use

In the context of enforcement of the grant assurances, this policy allows some incidental storage of non-aeronautical items in hangars. However, the policy neither creates nor constitutes a right to store non-aeronautical items in hangars. Airport sponsors may restrict or prohibit storage of non-aeronautical items. Sponsors should consider factors such as emergency access, fire codes, security, insurance, and the impact of vehicular traffic on their surface areas when enacting rules regarding hangar storage. In some cases, permitting certain incidental non-aeronautical items in hangars could inhibit the sponsor’s ability to meet obligations associated with grant assurance 19, Operations and Maintenance. Sponsors should ensure that taxiways and runways are not used for the vehicular transport of such items to or from the hangars.

V. Sponsor Compliance Actions

It is expected that aeronautical facilities on an airport will be available and used for aeronautical purposes in the normal course of airport business, and that non-aeronautical uses will be the exception. Sponsors should have a program to routinely monitor use of hangars and take measures to eliminate and prevent unapproved non-aeronautical use of hangars. Sponsors should ensure that length of time on a waiting list of those legitimately in need of a hangar for aircraft storage is minimized. Sponsors should also consider incorporating provisions in airport leases, including aeronautical leases, to adjust rental rates to FMV for any non- incidental non-aeronautical use of the leased facilities. FAA personnel conducting a land use or compliance inspection of an airport may request a copy of the sponsor’s hangar use program and evidence that the sponsor has limited hangars to aviation use.
Issued in Washington, DC, on July 15, 2014.

Randall S. Fiertz,

Director, Office of Airport Compliance and Management Analysis.

[FR Doc. 2014-17031 Filed 7-21-14; 8:45 am]

BILLING CODE P

Footnotes

1. The terms “non-aviation” and “non-aeronautical” are used interchangeably in this Notice.

Back to Context

2. Valley Aviation Services, LLP v. City of Glendale, Arizona, FAA Docket No. 16-09-06 (May 24, 2011) (Director's Determination).

Back to Context


Back to Context
Issue:

Establish policy for the placement of fire extinguishers at Trinity Center Airport, Weaverville Airport, Hayfork Airport, and Ruth Airport.

Discussion:

The County of Trinity has adopted the California Fire Code as the County Fire Code rather than create a separate code. As such, the County may adopt policy that is stricter than the California Fire Code, but not less so.

This staff report addresses the issue of fire extinguisher requirements and recommends policy to be adopted by the Trinity County Department of Transportation. Research for this report included discussions with Weaverville Fire Chief Scott Alvord, Building Inspector Jim Santiago, Solano County Airport Manager Dave Daly, Association of California Airports Secretary Mary Hansen (Yuba County Airport Manager), and Nevada County Airport Manager Lee Ocker.

Solano County Airport supports 68 county owned hangars. The county maintains 35 exterior mounted fire extinguishers but does not have a separate requirement for internal fire extinguishers. The requirement for internal fire extinguishers is addressed by the City of Vacaville’s Fire Marshall, however, Fire Marshall inspections are infrequent due to tenant resistance to allowing fire department access to their hangars.

Nevada County Airport (Grass Valley) maintains 120 hangars and neither has a requirement for internal fire extinguishers nor maintains external fire extinguishers except on mobile and fixed refueling equipment.

The following attachments are presented:

Fire Extinguisher Placement Diagrams - Recommended (if adopted)

California Fire Code (Excerpts)

California Fire Code – Chapter 20

Contract – Eureka Humboldt Fire Extinguisher Company, INC

Emails from Solano County and Nevada County Airport managers.

Recommendations:

Recommendation #1: The Trinity County Department of Transportation should adopt a policy in accordance with the California Fire Code that hangar tenants install and maintain a 10# ABC fire extinguisher in each hangar they lease. This requirement will be implemented by a
statement included in each new lease agreement. Existing leases should be modified to include this requirement.

Recommendation #2: External Fire Extinguishers

Recommendation 2A:

Whereas the California Fire Code does not specify the installation of external fire extinguishers, the Trinity County Department of Transportation should not undertake the expense of installing external fire extinguishers at county airports.

OR

Recommendation 2B:

In an effort to enhance safe operations at county airports, the Trinity County Department of Transportation should undertake the installation and maintenance of 10# ABC externally mounted fire extinguishers at airports with hangars. The estimated need and cost would be:

<table>
<thead>
<tr>
<th>Airport</th>
<th>Number Needed</th>
<th>Installation Cost (est)</th>
<th>Annual Maintenance Cost (est) Note 1 &amp; 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trinity Center Airport</td>
<td>11</td>
<td>1005</td>
<td>100</td>
</tr>
<tr>
<td>Weaverville Airport</td>
<td>3</td>
<td>300</td>
<td>50</td>
</tr>
<tr>
<td>Hayfork Airport</td>
<td>1</td>
<td>105</td>
<td>50</td>
</tr>
<tr>
<td>Ruth Airport</td>
<td>1</td>
<td>105</td>
<td>50</td>
</tr>
</tbody>
</table>

Note 1: The annual maintenance cost could possibly be deferred by including the fire extinguisher inspection a part of the maintenance agreements with the local volunteer fire department.

Note 2: The estimated ‘Annual Maintenance Cost’ has been adjusted to consider the possibility of having to “recharge” some fire extinguishers.
Fire Extinguisher Placement Diagrams
Recommended (if adopted)
California Fire Code

(Excerpts)
Chapter 2 - Definitions

Moderate-hazard storage, Group S-1. Buildings occupied for storage uses that are not classified as Group S-2, including, but not limited to, storage of the following:

Aircraft hangar (storage and repair)

Ordinary (Moderate) Hazard. Locations where the total amounts of Class A combustibles and Class B flammables are present in greater amounts than expected under Light (Low) Hazard occupancies. These occupancies could consist of offices, classrooms, mercantile shops and allied storage, light manufacturing, research operations, auto showrooms, parking garages, workshop or support service areas of Light (Low) Hazard occupancies, and warehouses containing Class I or Class II commodities.

Miscellaneous Group U. Buildings and structures of an accessory character and miscellaneous structures not classified in any specific occupancy shall be constructed, equipped and maintained to conform to the requirements of this code commensurate with the fire and life hazard incidental to their occupancy. Group U shall include, but not be limited to, the following:

Aircraft hangar, accessory to a one- or two-family residence (see Section 412.5 of the California Building Code)

NOTE: Section 412.5 of the California Building Code sets requirements such as the fire ratings of walls between the hangar and living quarters of the residence. These are similar to the requirements that you find for a residence with an attached garage. Additional requirements are found in Section 907.2.21 outlined below.
Chapter 9 -

SECTION 906 - Portable Fire Extinguishers

906.1 Where required. Portable fire extinguishers shall be installed in the following locations:

1. In new and existing Group A, B, E, F, H, I, L, M, R-I, R-2, R-2.1, R-3.1, R-4 and S occupancies.

906.2 General requirements.
Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and California Code of Regulations, Title 19, Division 1, Chapter 3.

TABLE 906.3(2)
FLAMMABLE OR COMBUSTIBLE LIQUIDS WITH DEPTHS OF LESS THAN OR EQUAL TO 0.25-INCHa BASIC MINIMUM/MAXIMUM TRAVEL

<table>
<thead>
<tr>
<th>TYPE OF HAZARD EXTINGUISHER</th>
<th>DISTANCE TO EXTINGUISHERS (Feet)</th>
<th>RATING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Light (Low)</td>
<td>30</td>
<td>5-B</td>
</tr>
<tr>
<td></td>
<td>50</td>
<td>10-B</td>
</tr>
<tr>
<td>Ordinary (Moderate)</td>
<td>30</td>
<td>10-B</td>
</tr>
<tr>
<td></td>
<td>50</td>
<td>20-B</td>
</tr>
<tr>
<td>Extra (High)</td>
<td>30</td>
<td>40-B</td>
</tr>
<tr>
<td></td>
<td>50</td>
<td>80-B</td>
</tr>
</tbody>
</table>

906.9 Extinguisher installation. The installation of portable fire extinguisher shall be in accordance with Sections 906.9.1 through 906.9.3.

906.9.1 Extinguishers weighing 40 pounds or less. Portable Fire extinguisher having a gross weight not exceeding 40 pound (18 kg) hall be in tailed so that their tops are not more than 5 feet (1524 mm) above the floor.

906.9.2 Extinguishers weighing more than 40 pounds. Hand-held portable fire extinguishers having a gross weight exceeding 40 pound (18 kg) shall be installed so that their tops are not more than 3.5 feet (1067 mm) above the floor.

906.9.3 Floor clearance. The clearance between the floor and the bottom of installed hand-held portable fire extinguishers shall not be less than 4 inches (102 mm).
907.2.21 Residential aircraft hangars. A minimum of one single-station smoke alarm shall be installed within a residential aircraft hangar as defined in the California Building Code and shall be interconnected into the residential smoke alarm or other sounding device to provide an alarm that will be audible in all sleeping areas of the dwelling.

914.8.4 Residential aircraft hangar smoke alarms. Smoke alarms shall be provided within residential aircraft hangars in accordance with Section 907.2.21.

914.8.2.1 Hazardous operations.

Any Group III aircraft hangar according to Table 914.8.2 that contains hazardous operations including, but not limited to, the following shall be provided with a Group I or II fire suppression system in accordance with NFPA 409 as applicable:

1. Doping.
2. Hot work including, but not limited to, welding, torch cutting and torch soldering.
3. Fuel transfer.
4. Fuel tank repair or maintenance not including defueled tanks in accordance with NFPA 409, inerted tanks or tanks that have never been fueled.
5. Spray finishing operations.
6. Total fuel capacity of all aircraft within the unsprinklered single fire area in excess of 1,600 gallons (6057 L).
7. Total fuel capacity of all aircraft within the maximum single fire area in excess of 7,500 gallons (28390 L) for a hangar equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.
California Fire Code
Chapter 20
Part IV—Special Occupancies and Operations

CHAPTER 20
AVIATION FACILITIES

SECTION 2001
GENERAL

2001.1 Scope. Airports, heliports, helistops and aircraft hangars shall be in accordance with this chapter.

2001.2 Regulations not covered. Regulations not specifically contained herein pertaining to airports, aircraft maintenance, aircraft hangars and appurtenant operations shall be in accordance with nationally recognized standards.

2001.3 Permits. For permits to operate aircraft-refueling vehicles, application of flammable or combustible finishes and hot work, see Section 105.6.

SECTION 2002
DEFINITIONS

2002.1 Definitions. The following terms are defined in Chapter 2:

AIRCRAFT OPERATION AREA (AOA).
AIRPORT.
HELIPORT.
HELISTOP.

SECTION 2003
GENERAL PRECAUTIONS

2003.1 Sources of ignition. Open flames, flame-producing devices and other sources of ignition shall not be permitted in a hangar, except in approved locations or in any location within 50 feet (15 240 mm) of an aircraft-fueling operation.

2003.2 Smoking. Smoking shall be prohibited in aircraft-refueling vehicles, aircraft hangars and aircraft operation areas used for cleaning, paint removal, painting operations or fueling. "No Smoking" signs shall be provided in accordance with Section 310.

Exception: Designated and approved smoking areas.

2003.3 Housekeeping. The aircraft operation area (AOA) and related areas shall be kept free from combustible debris at all times.

2003.4 Fire department access. Fire apparatus access roads shall be provided and maintained in accordance with Chapter 5. Fire apparatus access roads and aircraft parking positions shall be designed in a manner so as to preclude the possibility of fire vehicles traveling under any portion of a parked aircraft.

2003.5 Dispensing of flammable and combustible liquids. The dispensing, transferring and storage of flammable and combustible liquids shall be in accordance with this chapter and Chapter 57. Aircraft motor vehicle fuel-dispensing facilities shall be in accordance with Chapter 23.

2003.6 Combustible storage. Combustible materials stored in aircraft hangars shall be stored in approved locations and containers.

2003.7 Hazardous material storage. Hazardous materials shall be stored in accordance with Chapter 50.
SECTION 2004
AIRCRAFT MAINTENANCE

2004.1 Transferring flammable and combustible liquids. Flammable and combustible liquids shall not be dispensed into or removed from a container, tank, vehicle or aircraft except in approved locations.

2004.2 Application of flammable and combustible liquid finishes. The application of flammable or Class II combustible liquid finishes is prohibited unless both of the following conditions are met:

1. The application of the liquid finish is accomplished in an approved location.
2. The application methods and procedures are in accordance with Chapter 24.

2004.3 Cleaning parts. Class IA flammable liquids shall not be used to clean aircraft, aircraft parts or aircraft engines. Cleaning with other flammable and combustible liquids shall be in accordance with Section 5705.3.6.

2004.4 Spills. This section shall apply to spills of flammable and combustible liquids and other hazardous materials. Fuel spill control shall also comply with Section 2006.11.

2004.4.1 Cessation of work. Activities in the affected area not related to the mitigation of the spill shall cease until the spilled material has been removed or the hazard has been mitigated.

2004.4.2 Vehicle movement. Aircraft or other vehicles shall not be moved through the spill area until the spilled material has been removed or the hazard has been mitigated.

2004.4.3 Mitigation. Spills shall be reported, documented and mitigated in accordance with the provisions of this chapter and Section 3003.3.

2004.5 Running engines. Aircraft engines shall not be run in aircraft hangars except in approved engine test areas.

2004.6 Open flame. Repairing of aircraft requiring the use of open flames, spark-producing devices or the heating of parts above 500°F (260°C) shall only be done outdoors or in an area complying with the provisions of the California Building Code for a Group F-1 occupancy.

SECTION 2005
PORTABLE FIRE EXTINGUISHERS

2005.1 General. Portable fire extinguishers suitable for flammable or combustible liquid and electrical-type fires shall be provided as specified in Sections 2005.2 through 2005.6 and Section 906. Extinguishers required by this section shall be inspected and maintained in accordance with Section 906.

2005.2 On towing vehicles. Vehicles used for towing aircraft shall be equipped with a minimum of one listed portable fire extinguisher complying with Section 906 and having a minimum rating of 20-B:C.

2005.3 On welding apparatus. Welding apparatus shall be equipped with a minimum of one listed portable fire extinguisher complying with Section 906 and having a minimum rating of 2-A:20-B:C.

2005.4 On aircraft fuel-servicing tank vehicles. Aircraft fuel-servicing tank vehicles shall be equipped with a minimum of two listed portable fire extinguishers complying with Section 906, each having a minimum rating of 20-B:C. A portable fire extinguisher shall be readily accessible from either side of the vehicle.

2005.5 On hydrant fuel-servicing vehicles. Hydrant fuel-servicing vehicles shall be equipped with a minimum of one listed portable fire extinguisher complying with Section 906, and having a minimum rating of 20-B:C.

2005.6 At fuel-dispensing stations. Portable fire extinguishers at fuel-dispensing stations shall be located such that pumps or dispensers are not more than 75 feet (22,860 mm) from one such extinguisher. Fire extinguishers shall be provided as follows:

1. Where the open-hose discharge capacity of the fueling system is not more than 200 gallons per minute (13 L/s), a minimum of two listed portable fire extinguishers complying with Section 906 and having a minimum rating of 20-B:C shall be provided.
2. Where the open-hose discharge capacity of the fueling system is more than 200 gallons per minute (13 L/s) but not more than 350 gallons per minute (22 L/s), a minimum of one listed wheeled extinguisher complying with Section 906 and having a minimum extinguishing rating of 80-B:C, and a minimum agent capacity of 125 pounds (57 kg), shall be provided.
3. Where the open-hose discharge capacity of the fueling system is more than 350 gallons per minute (22 L/s), a minimum of two listed wheeled extinguishers complying with Section 906 and having a minimum rating of 80-B:C each, and a minimum capacity agent of 125 pounds (57 kg) of each, shall be provided.

2005.7 Fire extinguisher access. Portable fire extinguishers required by this chapter shall be accessible at all times. Where necessary, provisions shall be made to clear accumulations of snow, ice and other forms of weather-induced obstructions.

2005.7.1 Cabinets. Cabinets and enclosed compartments used to house portable fire extinguishers shall be clearly marked with the words FIRE EXTINGUISHER in letters at least 2 inches (51 mm) high. Cabinets and compartments shall be readily accessible at all times.

2005.8 Reporting use. Use of a fire extinguisher under any circumstances shall be reported to the manager of the airport and the fire code official immediately after use.

SECTION 2006
AIRCRAFT FUELING

2006.1 Aircraft motor vehicle fuel-dispensing facilities. Aircraft motor vehicle fuel-dispensing facilities shall be in accordance with Chapter 23.

2006.2 Airport fuel systems. Airport fuel systems shall be designed and constructed in accordance with NFPA 407.
2006.3 Construction of aircraft-fueling vehicles and accessories. Aircraft-fueling vehicles shall comply with this section and shall be designed and constructed in accordance with NFPA 407.

2006.3.1 Transfer apparatus. Aircraft-fueling vehicles shall be equipped and maintained with an approved transfer apparatus.

2006.3.1.1 Internal combustion type. Where such transfer apparatus is operated by an individual unit of the internal-combustion-motor type, such power unit shall be located as remotely as practicable from pumps, piping, meters, air eliminators, water separators, hose reels and similar equipment, and shall be housed in a separate compartment from any of the aforementioned items. The fuel tank in connection therewith shall be suitably designed and installed, and the maximum fuel capacity shall not exceed 5 gallons (19 L) where the tank is installed on the engine. The exhaust pipe, muffler and tail pipe shall be shielded.

2006.3.1.2 Gear operated. Where operated by gears or chains, the gears, chains, shafts, bearings, housing and all parts thereof shall be of an approved design and shall be installed and maintained in an approved manner.

2006.3.1.3 Vibration isolation. Flexible connections for the purpose of eliminating vibration are allowed if the material used therein is designed, installed and maintained in an approved manner, provided such connections do not exceed 24 inches (610 mm) in length.

2006.3.2 Pumps. Pumps of a positive-displacement type shall be provided with a bypass relief valve set at a pressure of not more than 35 percent in excess of the normal working pressure of such unit. Such units shall be equipped and maintained with a pressure gauge on the discharge side of the pump.

2006.3.3 Dispensing hoses and nozzles. Hoses shall be designed for the transferring of hydrocarbon liquids and shall not be any longer than necessary to provide efficient fuel transfer operations. Hoses shall be equipped with an approved shutoff nozzle. Fuel-transfer nozzles shall be self-closing and designed to be actuated by hand pressure only. Notches and other devices shall not be used for holding a nozzle valve handle in the open position. Nozzles shall be equipped with a bonding cable complete with proper attachment for aircraft to be serviced.

2006.3.4 Protection of electrical equipment. Electric wiring, switches, lights and other sources of ignition, when located in a compartment housing piping, pumps, air eliminators, water separators, hose reels or similar equipment, shall be enclosed in a vapor-tight housing. Electrical motors located in such a compartment shall be of a type approved for use as specified in NFPA 70.

2006.3.5 Venting of equipment compartments. Compartments housing piping, pumps, air eliminators, water separators, hose reels and similar equipment shall be adequately ventilated at floor level or within the floor itself.

2006.3.6 Accessory equipment. Ladders, hose reels and similar accessory equipment shall be of an approved type and constructed substantially as follows:

1. Ladders constructed of noncombustible material are allowed to be used with or attached to aircraft-fueling vehicles, provided the manner of attachment or use of such ladders is approved and does not constitute an additional fire or accident hazard in the operation of such fueling vehicles.

2. Hose reels used in connection with fueling vehicles shall be constructed of noncombustible materials and shall be provided with a packing gland or other device which will preclude fuel leakage between reels and fuel manifolds.

2006.3.7 Electrical bonding provisions. Transfer apparatus shall be metallically interconnected with tanks, chassis, axles and springs of aircraft-fueling vehicles.

2006.3.7.1 Bonding cables. Aircraft-fueling vehicles shall be provided and maintained with a substantial heavy-duty electrical cable of sufficient length to be bonded to the aircraft to be serviced. Such cable shall be metallically connected to the transfer apparatus or chassis of the aircraft-fueling vehicle on one end and shall be provided with a suitable metal clamp on the other end, to be fixed to the aircraft.

2006.3.7.2 Bonding cable protection. The bonding cable shall be bare or have a transparent protective sleeve and be stored on a reel or in a compartment provided for no other purpose. It shall be carried in such a manner that it will not be subjected to sharp kinks or accidental breakage under conditions of general use.

2006.3.8 Smoking. Smoking in aircraft-fueling vehicles is prohibited. Signs to this effect shall be conspicuously posted in the driver’s compartment of all fueling vehicles.

2006.3.9 Smoking equipment. Smoking equipment such as cigarette lighters and ashtrays shall not be provided in aircraft-fueling vehicles.

2006.4 Operation, maintenance and use of aircraft-fueling vehicles. The operation, maintenance and use of aircraft-fueling vehicles shall be in accordance with Sections 2006.4.1 through 2006.4.4 and other applicable provisions of this chapter.

2006.4.1 Proper maintenance. Aircraft-fueling vehicles and all related equipment shall be properly maintained and kept in good repair. Accumulations of oil, grease, fuel and other flammable or combustible materials is prohibited. Maintenance and servicing of such equipment shall be accomplished in approved areas.

2006.4.2 Vehicle integrity. Tanks, pipes, hoses, valves and other fuel delivery equipment shall be maintained leak free at all times.

2006.4.3 Removal from service. Aircraft-fueling vehicles and related equipment which are in violation of Section 2006.4.1 or 2006.4.2 shall be immediately defueled and removed from service and shall not be returned to service until proper repairs have been made.
2006.4.4 Operators. Aircraft-fueling vehicles that are operated by a person, firm or corporation other than the permittee or the permittee’s authorized employee shall be provided with a legible sign visible from outside the vehicle showing the name of the person, firm or corporation operating such unit.

2006.5 Fueling and defueling. Aircraft-fueling and defueling operations shall be in accordance with Sections 2006.5.1 through 2006.5.5.

2006.5.1 Positioning of aircraft-fueling vehicles. Aircraft-fueling vehicles shall not be located, parked or permitted to stand in a position where such unit would obstruct egress from an aircraft should a fire occur during fuel-transfer operations. Aircraft-fueling vehicles shall not be located, parked or permitted to stand under any portion of an aircraft.

Exception: Aircraft-fueling vehicles shall be allowed to be located under aircraft wings during undergoing fueling of turbine-engine powered aircraft.

2006.5.1.1 Fueling vehicle egress. A clear path shall be maintained for aircraft-fueling vehicles to provide for prompt and timely egress from the fueling area.

2006.5.1.2 Aircraft vent openings. A clear space of at least 10 feet (3048 mm) shall be maintained between aircraft fuel-system vent openings and any part or portion of an aircraft-fueling vehicle.

2006.5.1.3 Parking. Prior to leaving the cab, the aircraft-fueling vehicle operator shall ensure that the parking brake has been set. At least two chock blocks not less than 5 inches by 5 inches by 12 inches (127 mm by 127 mm by 305 mm) in size and dished to fit the contour of the tires shall be utilized and positioned in such a manner as to preclude movement of the vehicle in any direction.

2006.5.2 Electrical bonding. Aircraft-fueling vehicles shall be electrically bonded to the aircraft being fueled or defueled. Bonding connections shall be made prior to making fueling connections and shall not be disconnected until the fuel-transfer operations are completed and the fueling connections have been removed.

Where a hydrant service vehicle or cart is used for fueling, the hydrant coupler shall be connected to the hydrant system prior to bonding the fueling equipment to the aircraft.

2006.5.2.1 Conductive hose. In addition to the bonding cable required by Section 2006.5.2, conductive hose shall be used for all fueling operations.

2006.5.2.2 Bonding conductors on transfer nozzles. Transfer nozzles shall be equipped with approved bonding conductors which shall be clipped or otherwise positively engaged with the bonding attachment provided on the aircraft adjacent to the fuel tank cap prior to removal of the cap.

Exception: In the case of overwing fueling where no appropriate bonding attachment adjacent to the fuel fill port has been provided on the aircraft, the fueling operator shall touch the fuel tank cap with the nozzle spout prior to removal of the cap. The nozzle shall be kept in contact with the fill port until fueling is completed.

2006.5.2.3 Funnels. Where required, metal funnels are allowed to be used during fueling operations. Direct contact between the fueling receptacle, the funnel and the fueling nozzle shall be maintained during the fueling operation.

2006.5.3 Training. Aircraft-fueling vehicles shall be attended and operated only by persons instructed in methods of proper use and operation and who are qualified to use such fueling vehicles in accordance with minimum safety requirements.

2006.5.3.1 Fueling hazards. Fuel-servicing personnel shall know and understand the hazards associated with each type of fuel dispensed by the airport fueling-system operator.

2006.5.3.2 Fire safety training. Employees of fuel agents who fuel aircraft, accept fuel shipments or otherwise handle fuel shall receive approved fire safety training.

2006.5.3.2.1 Fire extinguisher training. Fuel-servicing personnel shall receive approved training in the operation of fire-extinguishing equipment.

2006.5.3.2.2 Documentation. The airport fueling-system operator shall maintain records of all training administered to its employees. These records shall be made available to the fire code official on request.

2006.5.4 Transfer personnel. During fuel-transfer operations, a qualified person shall be in control of each transfer nozzle and another qualified person shall be in immediate control of the fuel-pumping equipment to shut off or otherwise control the flow of fuel from the time fueling operations are begun until they are completed.

Exceptions:

1. For underlying refueling, the person stationed at the point of fuel intake is not required.

2. For overwing refueling, the person stationed at the fuel pumping equipment shall not be required where the person at the fuel dispensing device is within 75 feet (22 800 mm) of the emergency shutoff device; is not on the wing of the aircraft and has a clear and unencumbered path to the fuel pumping equipment; and the fuel dispensing line does not exceed 50 feet (15 240 mm) in length.

The fueling operator shall monitor the panel of the fueling equipment and the aircraft control panel during pressure fueling or shall monitor the fill port during overwing fueling.

2006.5.5 Fuel flow control. Fuel flow-control valves shall be operable only by the direct hand pressure of the operator. Removal of the operator’s hand pressure shall cause an immediate cessation of the flow of fuel.
2006.6 Emergency fuel shutoff. Emergency fuel shutoff controls and procedures shall comply with Sections 2006.6.1 through 2006.6.4.

2006.6.1 Accessibility. Emergency fuel shutoff controls shall be readily accessible at all times when the fueling system is being operated.

2006.6.2 Notification of the fire department. The fueling-system operator shall establish a procedure by which the fire department will be notified in the event of an activation of an emergency fuel shutoff control.

2006.6.3 Determining cause. Prior to reestablishment of normal fuel flow, the cause of fuel shutoff conditions shall be determined and corrected.

2006.6.4 Testing. Emergency fuel shutoff devices shall be operationally tested at intervals not exceeding three months. The fueling-system operator shall maintain suitable records of these tests.

2006.7 Protection of hoses. Before an aircraft-fueling vehicle is moved, fuel transfer hoses shall be properly placed on the approved reel or in the compartment provided, or stored on the top decking of the fueling vehicle if proper height rail is provided for security and protection of such equipment. Fuel-transfer hose shall not be looped or draped over any part of the fueling vehicle, except as herein provided. Fuel-transfer hose shall not be dragged when such fueling vehicle is moved from one fueling position to another.

2006.8 Loading and unloading. Aircraft-fueling vehicles shall be loaded only at an approved loading rack. Such loading racks shall be in accordance with Section 5706.5.1.12.

Exceptions:

1. Aircraft-refueling units may be loaded from the fuel tanks of an aircraft during defueling operations.

2. Fuel transfer between tank vehicles is allowed to be performed in accordance with Section 5706.6 when the operation is at least 200 feet (60 960 mm) from an aircraft.

The fuel cargo of such units shall be unloaded only by approved transfer apparatus into the fuel tanks of aircraft, underground storage tanks or approved gravity storage tanks.

2006.9 Passengers. Passenger traffic is allowed during the time fuel transfer operations are in progress, provided the following provisions are strictly enforced by the owner of the aircraft or the owner’s authorized employee:

1. Smoking and producing an open flame in the cabin of the aircraft or the outside thereof within 50 feet (15 240 mm) of such aircraft shall be prohibited.

A qualified employee of the aircraft owner shall be responsible for seeing that the passengers are not allowed to smoke when remaining aboard the aircraft or while going across the ramp from the gate to such aircraft, or vice versa.

2. Passengers shall not be permitted to linger about the plane, but shall proceed directly between the loading gate and the aircraft.

3. Passenger loading stands or walkways shall be left in loading position until all fuel transfer operations are completed.

4. Fuel transfer operations shall not be performed on the main exit side of any aircraft containing passengers except when the owner of such aircraft or a capable and qualified employee of such owner remains inside the aircraft to direct and assist the escape of such passengers through regular and emergency exits in the event fire should occur during fuel transfer operations.

2006.10 Sources of ignition. Smoking and producing open flames within 50 feet (15 240 mm) of a point where fuel is being transferred shall be prohibited. Electrical and motor-driven devices shall not be connected to or disconnected from an aircraft at any time fueling operations are in progress on such aircraft.

2006.11 Fuel spill prevention and procedures. Fuel spill prevention and the procedures for handling spills shall comply with Sections 2006.11.1 through 2006.11.7.

2006.11.1 Fuel-service equipment maintenance. Aircraft fuel-service equipment shall be maintained and kept free from leaks. Fuel-service equipment that malfunctions or leaks shall not be continued in service.

2006.11.2 Transporting fuel nozzles. Fuel nozzles shall be carried utilizing appropriate handles. Dragging fuel nozzles along the ground shall be prohibited.

2006.11.3 Drum fueling. Fueling from drums or other containers having a capacity greater than 5 gallons (19 L) shall be accomplished with the use of an approved pump.

2006.11.4 Fuel spill procedures. The fueling-system operator shall establish procedures to follow in the event of a fuel spill. These procedures shall be comprehensive and shall provide for at least all of the following:

1. Upon observation of a fuel spill, the aircraft-fueling operator shall immediately stop the delivery of fuel by releasing hand pressure from the fuel flow-control valve.

2. Failure of the fuel control valve to stop the continued spillage of fuel shall be cause for the activation of the appropriate emergency fuel shutoff device.

3. A supervisor for the fueling-system operator shall respond to the fuel spill area immediately.

2006.11.5 Notification of the fire department. The fire department shall be notified of any fuel spill which is considered a hazard to people or property or which meets one or more of the following criteria:

1. Any dimension of the spill is greater than 10 feet (3048 mm).

2. The spill area is greater than 50 square feet (4.65 m²).

3. The fuel flow is continuous in nature.

2006.11.6 Investigation required. An investigation shall be conducted by the fueling-system operator of all spills requiring notification of the fire department. The investigation shall provide conclusive proof of the cause and verification of the appropriate use of emergency procedures.
Where it is determined that corrective measures are necessary to prevent future incidents of the same nature, they shall be implemented immediately.

2006.11.7 Multiple fuel delivery vehicles. Simultaneous delivery of fuel from more than one aircraft-fueling vehicle to a single aircraft-fueling manifold is prohibited unless proper backflow prevention devices are installed to prevent fuel flow into the tank vehicles.

2006.12 Aircraft engines and heaters. Operation of aircraft onboard engines and combustion heaters shall be terminated prior to commencing fuel service operations and shall remain off until the fuel servicing operation is completed.

Exception: In an emergency, a single jet engine is allowed to be operated during fuel servicing where all of the following conditions are met:

1. The emergency shall have resulted from an onboard failure of the aircraft’s auxiliary power unit.
2. Restoration of auxiliary power to the aircraft by ground support services is not available.
3. The engine to be operated is either at the rear of the aircraft or on the opposite side of the aircraft from the fuel service operation.
4. The emergency operation is in accordance with a written procedure approved by the fire code official.

2006.13 Vehicle and equipment restrictions. During aircraft-fueling operations, only the equipment actively involved in the fueling operation is allowed within 50 feet (15 240 mm) of the aircraft being fueled. Other equipment shall be prohibited in this area until the fueling operation is complete.

Exception: Aircraft-fueling operations utilizing single-point refueling with a sealed, mechanically locked fuel line connection and the fuel is not a Class I flammable liquid.

A clear space of at least 10 feet (3048 mm) shall be maintained between aircraft fuel-system vent openings and any part or portion of aircraft-servicing vehicles or equipment.

2006.13.1 Overwing fueling. Vehicles or equipment shall not be allowed beneath the trailing edge of the wing when aircraft fueling takes place over the wing and the aircraft fuel-system vents are located on the upper surface of the wing.

2006.14 Electrical equipment. Electrical equipment, including but not limited to, battery chargers, ground or auxiliary power units, fans, compressors or tools, shall not be operated, nor shall they be connected or disconnected from their power source, during fuel service operations.

2006.14.1 Other equipment. Electrical or other spark-producing equipment shall not be used within 10 feet (3048 mm) of fueling equipment, aircraft fill or vent points, or spill areas unless that equipment is intrinsically safe and approved for use in an explosive atmosphere.

2006.15 Open flames. Open flames and open-flame devices are prohibited within 50 feet (15 240 mm) of any aircraft fuel-servicing operation or fueling equipment.

2006.15.1 Other areas. The fire code official is authorized to establish other locations where open flames and open-flame devices are prohibited.

2006.15.2 Matches and lighters. Personnel assigned to and engaged in fuel-service operations shall not carry matches or lighters on or about their person. Matches or lighters shall be prohibited in, on or about aircraft-fueling equipment.

2006.16 Lightning procedures. The fire code official is authorized to require the airport authority and the fueling-system operator to establish written procedures to follow when lightning flashes are detected on or near the airport. These procedures shall establish criteria for the suspension and resumption of aircraft-fueling operations.

2006.17 Fuel-transfer locations. Aircraft fuel-transfer operations shall be prohibited indoors.

Exception: In aircraft hangars built in accordance with the provisions of the California Building Code for Group F-I occupancies, aircraft fuel-transfer operations are allowed where:

1. Necessary to accomplish aircraft fuel-system maintenance operations. Such operations shall be performed in accordance with nationally recognized standards; or
2. The fuel being used has a flash point greater than 100°F (37.8°C).

2006.17.1 Position of aircraft. Aircraft being fueled shall be positioned such that any fuel system vents and other fuel tank openings are a minimum of:

1. Twenty-five feet (7620 mm) from buildings or structures other than jet bridges; and
2. Fifty feet (15 240 mm) from air intake vents for boiler, heater or incinerator rooms.

2006.17.2 Fire equipment access. Access for fire service equipment to aircraft shall be maintained during fuel-service operations.

2006.18 Defueling operations. The requirements for fueling operations contained in this section shall also apply to aircraft defueling operations. Additional procedures shall be established by the fueling-system operator to prevent overfilling of the tank vehicle used in the defueling operation.


2006.19.1 Inspections. Hoses used to fuel or defuel aircraft shall be inspected periodically to ensure their serviceability and suitability for continued service. The fuelservice operator shall maintain records of all tests and inspections performed on fueling hoses. Hoses found to be defective or otherwise damaged shall be immediately removed from service.

2006.19.1.1 Daily inspection. Each hose shall be inspected daily. This inspection shall include a complete visual scan of the exterior for evidence of damage,
blistering or leakage. Each coupling shall be inspected for evidence of leaks, slippage or misalignment.

2006.19.1.2 Monthly inspection. A more thorough inspection, including pressure testing, shall be accomplished for each hose on a monthly basis. This inspection shall include examination of the fuel delivery inlet screen for rubber particles, which indicates problems with the hose lining.

2006.19.2 Damaged hose. Hose that has been subjected to severe abuse shall be immediately removed from service. Such hoses shall be hydrostatically tested prior to being returned to service.

2006.19.3 Repairing hose. Hoses are allowed to be repaired by removing the damaged portion and recoupling the undamaged end. When recoupling hoses, only couplings designed and approved for the size and type of hose in question shall be used. Hoses repaired in this manner shall be visually inspected and hydrostatically tested prior to being placed back in service.

2006.19.4 New hose. New hose shall be visually inspected prior to being placed into service.

2006.20 Aircraft fuel-servicing vehicles parking. Unattended aircraft fuel-servicing vehicles shall be parked in areas that provide for both the unencumbered dispersal of vehicles in the event of an emergency and the control of leakage such that adjacent buildings and storm drains are not contaminated by leaking fuel.

2006.20.1 Parking area design. Parking areas for tank vehicles shall be designed and utilized such that a clearance of 10 feet (3048 mm) is maintained between each parked vehicle for fire department access. In addition, a minimum clearance of 50 feet (15 240 mm) shall be maintained between tank vehicles and parked aircraft and structures other than those used for the maintenance and/or garaging of aircraft fuel-servicing vehicles.

2006.21 Radar equipment. Aircraft fuel-servicing operations shall be prohibited while the weather-mapping radar of that aircraft is operating.

Aircraft fuel-servicing or other operations in which flammable liquids, vapors or mists may be present shall not be conducted within 300 feet (91 440 mm) of an operating aircraft surveillance radar.

Aircraft fuel-servicing operations shall not be conducted within 300 feet (91 440 mm) of airport flight traffic surveillance radar equipment.

Aircraft fuel-servicing or other operations in which flammable liquids, vapors or mists may be present shall not be conducted within 100 feet (30 480 mm) of airport ground traffic surveillance radar equipment.

2006.21.1 Direction of radar beams. The beam from ground radar equipment shall not be directed toward fuel storage or loading racks.

Exceptions:

1. Fuel storage and loading racks in excess of 300 feet (91 440 mm) from airport flight traffic surveillance equipment.

2. Fuel storage and loading racks in excess of 100 feet (30 480 mm) from airport ground traffic surveillance equipment.

SECTION 2007
HELISTOPS AND HELIPORTS

2007.1 General. Helistops and heliports shall be maintained in accordance with Sections 2007.2 through 2007.8. Helistops and heliports on buildings shall be constructed in accordance with the California Building Code.

2007.2 Clearances. The touchdown area shall be surrounded on all sides by a clear area having minimum average width at roof level of 15 feet (4572 mm) but no width less than 5 feet (1524 mm). The clear area shall be maintained.

2007.3 Flammable and Class II combustible liquid spillage. Landing areas on structures shall be maintained so as to confine flammable or Class II combustible liquid spillage to the landing area itself, and provisions shall be made to drain such spillage away from exits or stairways serving the helicopter landing area or from a structure housing such exit or stairway.

2007.4 Exits. Exits and stairways shall be maintained in accordance with Section 412.7 of the California Building Code.

2007.5 Standpipe systems. A building with a rooftop helistop or heliport shall be provided with a Class I or III standpipe system extended to the roof level on which the helistop or heliport is located. All portions of the helistop and heliport area shall be within 150 feet (45 720 mm) of a 21/2-inch (63.5 mm) outlet on the standpipe system.

2007.6 Foam protection. Foam fire-protection capabilities shall be provided for rooftop heliports. Such systems shall be designed, installed and maintained in accordance with the applicable provisions of Sections 903, 904 and 905.

2007.7 Fire extinguishers. A minimum of one portable fire extinguisher having a minimum 80-B:C rating shall be provided for each permanent takeoff and landing area and for the aircraft parking areas. Installation, inspection and maintenance of these extinguishers shall be in accordance with Section 906.

2007.8 Federal approval. Before operating helicopters from helistops and heliports, approval shall be obtained from the Federal Aviation Administration.
Contract

Eureka Humboldt Fire Extinguisher Company, INC
STANDARD FORM PERSONAL SERVICES CONTRACT
COUNTY OF TRINITY
AND
EUREKA HUMBOLDT FIRE EXTINGUISHER COMPANY, INC.

THIS AGREEMENT is made and entered into this 1st day of July, 2014, by and between the COUNTY OF TRINITY, hereinafter referred to as "County," and EUREKA HUMBOLDT FIRE EXTINGUISHER COMPANY, INC., hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services:

Annual service of fire extinguishers and suppression systems, maintenance and testing, recharge services, and replacement services on an as needed basis for all County departments/facilities and County vehicles; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

I. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Exhibit “A” attached hereto and by this reference made a part hereof.

II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this contract or services but have not been included in the scope of the services listed in Paragraph I above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:

A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.

B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

III. COUNTY FURNISHED SERVICES: The County agrees to:

A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services rendered by Contractor and as set forth in Exhibit “A”.

C. Make available all pertinent data and records for review.

IV. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit "B" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of this contract.

V. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of $10,000.00 over the three (3) year period, including direct non-salary expenses.

VI. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt by County of an invoice covering the service(s) rendered to date.

For any services involving a public works or construction project the County shall retain 10 percent of each monthly progress payment, which shall be due upon completion and acceptance by County of the work or termination of this Contract.

With respect to any additional services provided under this Contract as specified in paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith.

Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to contractor.

VII. CONTRACT PERFORMANCE TIME: All the work required by this contract shall be completed and ready for acceptance as directed by the Facilities Operations Superintendent.

VIII. INSURANCE: The Contractor shall maintain a commercial general liability insurance policy in the amount of $1,000,000. Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile
liability in the amount of $300,000. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis.

The County shall be named as an Additional Insured on all of the policies. The Certificate Holder and Additional Insured should read as follows:

Trinity County
P O Box 1613
Weaverville, CA 96093

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work, and said certificate and endorsement shall provide for 30 day advance notice to County of any termination or reduction in coverage.

IX. WORKER’S COMPENSATION: The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance shall be provided to County prior to commencement of work.

X. PREVAILING WAGES AND APPRENTICES: Contractor acknowledges awareness of the provision of the Code, in particular Labor code sections 1770 to 1780, inclusive, and Title 8 of the California Administrative Code sections 200 et seq; and shall comply with such provisions before commencing services required by this contract to be performed by employees subject to these provisions. A copy of the relevant prevailing wage is on file with the Department of Transportation, County of Trinity, at P.O. Box 2490, Weaverville, CA 96093. Copies will be provided upon request.

XI. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

XII. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the County during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

XIII. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be
subcontracted, transferred or assigned without the express prior written consent of the County.

XIV. LICENSING AND PERMITS: The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

XV. BOOKS OF RECORD AND AUDIT PROVISION: Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

XVI. TERM OF AGREEMENT: This Agreement shall commence on July 1, 2014 and shall terminate on June 30, 2017.

XVII. CONFIDENTIALITY: All information and records obtained in the course of providing services under this agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program. Both parties shall comply with State and Federal requirements regarding confidential information.

XVIII. TITLE: It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing, computer disk, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.

XIX. TERMINATION:

A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or
violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to the party involved.

B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

XX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

XXI. AMENDMENT: This Contract may be amended or modified only by written agreement of all parties.

XXII. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.

XXIII. JURISDICTION AND VENUE: This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Trinity County, California.

XXIV. INDEMNIFICATION: Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

XXV. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.

XXVI. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including Insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the
prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXVII. NOTICES: Notices to terminate, change or otherwise provide notice as provided in the contract shall be given to County at the following location:

Trinity County Buildings & Grounds
PO Box 2700
Weaverville, CA 96093

Notices shall be given to Contractor at the following address:

Bill Defouri
Eureka Humboldt Fire Extinguisher Company, Inc.
1424 11th Street
Arcata, CA 95521
707-822-2517

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date first above written.

COUNTY OF TRINITY:

By: Judith N. Flueger
Chairman

CONTRACTOR:

By: Bill Defouri
Name: Bill Defouri
Tax ID: L8-0103171
Telephone: 707-822-2517
EXHIBIT "A"

SERVICES TO BE PROVIDED BY CONTRACTOR

Annual service of fire extinguishers and suppression systems, maintenance and testing, recharge services, and replacement services on an as needed basis for all County department buildings/facilities and County vehicles.

Contractor will provide a list of how many fire extinguishers are located at each County department upon completion of each job.
EXHIBIT A
February 5, 2014
REQUEST FOR QUOTES

To Whom It May Concern:

Trinity County Buildings & Grounds is requesting quotes for required services during a three (3) year period at the following locations:

<table>
<thead>
<tr>
<th>Building/Department Name</th>
<th>Location</th>
<th># of Fire Extinguishers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sem Loe Ranch House</td>
<td>Weaverville</td>
<td>3</td>
</tr>
<tr>
<td>Alcohol &amp; Other Drug Services</td>
<td>Airport Road, Weaverville</td>
<td></td>
</tr>
<tr>
<td>Hayfork Community Center</td>
<td>154 Tule Creek Road, County offices, Hayfork</td>
<td>17</td>
</tr>
<tr>
<td>Health &amp; Human Services and Behavioral Health Services</td>
<td>Industrial Park, Weaverville</td>
<td></td>
</tr>
<tr>
<td>Solid Waste Admin. Building &amp; Haz. Mat Lockers</td>
<td>Tom Bell Road, Weaverville</td>
<td></td>
</tr>
<tr>
<td>Solid Waste Transfer Sites</td>
<td>Weaverville, Hayfork, Big Bar, Hyampom, Burnt Ranch, Trinity Center, Junction City, Ruth, Van Duzen</td>
<td>9</td>
</tr>
<tr>
<td>Hayfork Park Complex</td>
<td>Hayfork</td>
<td></td>
</tr>
<tr>
<td>Lowden Park Complex</td>
<td>Lowden Park, Weaverville</td>
<td>7</td>
</tr>
<tr>
<td>Veteran’s Memorial Hall &amp; Food Bank</td>
<td>Memorial Drive, Weaverville</td>
<td></td>
</tr>
<tr>
<td>Courthouse Building</td>
<td>Court Street, Weaverville</td>
<td>15</td>
</tr>
<tr>
<td>Rodanck Senior Center</td>
<td>Hayfork Park, Hayfork</td>
<td></td>
</tr>
<tr>
<td>Motor Pool Vehicles</td>
<td>Weaverville</td>
<td></td>
</tr>
<tr>
<td>Libraries</td>
<td>Hayfork (1), Trinity Center (1), Weaverville (6)</td>
<td>7</td>
</tr>
<tr>
<td>Planning &amp; Building Departments</td>
<td>Weaverville</td>
<td>5</td>
</tr>
<tr>
<td>Transit Vehicles &amp; Office</td>
<td>Weaverville</td>
<td></td>
</tr>
<tr>
<td>John J. Hasen Museum</td>
<td>Weaverville</td>
<td></td>
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<tr>
<td>Child Support Services</td>
<td>Weaverville</td>
<td></td>
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<tr>
<td>Probation &amp; JDF</td>
<td>Weaverville</td>
<td></td>
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<tr>
<td>Dept. of Transportation</td>
<td>Weaverville</td>
<td></td>
</tr>
<tr>
<td>Sheriff</td>
<td>Weaverville, Office, Jail, Fleet Shop, Animal Control, ACO and Sheriff Posse, Evidence Locker, Range hood system, sub-station in Hayfork</td>
<td></td>
</tr>
<tr>
<td>Murray Building in Hayfork</td>
<td>Weaverville</td>
<td></td>
</tr>
</tbody>
</table>
Solid Waste

Trinity County Transfer Station Addresses and Directions

1. Weaverville Transfer Station
   173 Tom Bell Rd
   PO Box 2700
   Weaverville, Ca. 96093

   Highway 3 North at the base of Weaverville Airport

2. Hayfork Transfer Station
   372 Hayfork Dump Rd
   Hayfork, Ca

   Highway 3 South past the Hayfork Fair Grounds

3. Trinity Center / Hobel Transfer Station
   173 Hobel Dump Rd
   Trinity Center / Hobel Transfer Station

   Highway 3 North 25 miles from
   Weaverville Transfer Site across from Bowerman Ridge Rd.

4. Burnt Ranch Transfer Station
   257 Burnt Ranch Dump Rd
   Burnt Ranch, Ca

   Mile Marker 13. 13 miles east of Humboldt County line

5. Big Bar Transfer Station
   426 Corral Bottom Rd
   Big Bar, Ca

   Off Corral Bottom Rd. Cross the bridge at Big Bar,
   Go straight up the hill, make a right hand curve and the road
   to the right is the dump rd. Go to the end.

6. Junction City Transfer Station
   524414 Junction City Dump Rd
   Junction City, Ca

   By Junction City Park. 8 miles west of Weaverville, Ca.

7. Hyampom Transfer Station
   18170 Hyampom Rd
   Hyampom, Ca.

   Approximately 20 miles from Hyampom and Hayfork Rd
   You pass Bart 717 Camp and it is on the left about 3 more miles.

8. Ruth Transfer Station
   85 Ruth Dump Rd
   Ruth, Ca.

   17 miles South on Lower Mad River Rd on the left
   Pass the Junction of Zenio Rd.

9. Van Duzen Transfer Station
   60 Van Duzen River Rd
   Mad River, Ca

   About 6 miles down Van Duzen River Rd.
   Pass the cattle guard, turn left up the transfer site rd.
   Please observe the 25 mile per hour speed limit.
Motor Pool Vehicles and Locations

<table>
<thead>
<tr>
<th>Courthouse</th>
<th>Buildings &amp; Grounds</th>
</tr>
</thead>
<tbody>
<tr>
<td>MP 0001</td>
<td>MP 0003</td>
</tr>
<tr>
<td>MP 0004</td>
<td>MP 0027</td>
</tr>
<tr>
<td>MP 0008</td>
<td>MP 2124</td>
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<td>MP 2125</td>
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<td>MP 0013</td>
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<td>MP 0025</td>
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<td></td>
<td>MP 0009</td>
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</table>

<table>
<thead>
<tr>
<th>Behavioral Health</th>
<th>Child Support Services</th>
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<tbody>
<tr>
<td>MP 0002</td>
<td>MP 0011</td>
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<tr>
<td>MP 0004</td>
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<td>MP 0010</td>
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<td>MP 0021</td>
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<td>MP 0032</td>
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<td>MP 0034</td>
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<td>MP 0035</td>
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<thead>
<tr>
<th>Sheriff's Office</th>
<th>Planning and Building</th>
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<tbody>
<tr>
<td>MP 0017</td>
<td>MP 0015</td>
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<tr>
<td>MP 0018</td>
<td>MP 0030</td>
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<td>MP 0028</td>
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<td>MP 0029</td>
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<tr>
<td>MP 0031</td>
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</tbody>
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<tr>
<th>Grants</th>
<th>Health &amp; Human Services</th>
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<tbody>
<tr>
<td>MP 0016</td>
<td></td>
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</tbody>
</table>

2 or 5 16 units are in the motor vehicles. All vehicles in Weaverville.
EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR*

<table>
<thead>
<tr>
<th></th>
<th>Main. &amp; Testing</th>
<th>Recharge</th>
<th>Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.5 lb. dry chemical</td>
<td>$5.00</td>
<td>$8.00</td>
<td>$30.00</td>
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<tr>
<td>5 lb. dry chemical</td>
<td>$5.00</td>
<td>$15.00</td>
<td>$60.00</td>
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<tr>
<td>10 lb. dry chemical</td>
<td>$5.00</td>
<td>$20.00</td>
<td>$89.00</td>
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<tr>
<td>20 lb. dry chemical</td>
<td>$5.00</td>
<td>$40.00</td>
<td>$167.00</td>
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<tr>
<td>Halon</td>
<td>$6.00</td>
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<tr>
<td>Halon 6 yr-</td>
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<td>inspection</td>
<td>$6.00</td>
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<tr>
<td>Hydrotest</td>
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<td>$7.00</td>
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<tr>
<td>Press/water</td>
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<td></td>
<td>$6.00</td>
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<tr>
<td>Range Hood System</td>
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<tr>
<td>Dry type</td>
<td>$50.00 (plus</td>
<td></td>
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<td></td>
<td>parts)</td>
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<tr>
<td>Range Hood System</td>
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<td>$6.00 (plus</td>
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<td>parts)</td>
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<td></td>
<td></td>
<td>discharge</td>
<td></td>
</tr>
</tbody>
</table>

*Additional services and prices will be pre-approved by the Facilities Superintendent of Buildings & Grounds before work is to be performed.

Travel charge to Weaverville, Hayfork, Trinity Center, Burnt Ranch, Big Bar, Junction City, and Lewiston: $10.00
Travel charge to Hyampom, Ruth and Van Duzen: $15.00
Emails

Solano County and Nevada County Airport managers.
Solano County Airport – Dave Daly, Manager:

In a message dated 1/29/2015 2:01:38 P.M. Pacific Standard Time, MEGonzales@SolanoCounty.com writes:

Solano County has 68 hangars on the field and 35 exterior fire extinguishers.

There are no exterior extinguishers on the large, FBO hangar but 3 on the interior and a sprinkler system.

For the rows of T-hangars, there are 2 exterior extinguishers on each side of each bank – visualize every second or third hangar for a total of 24.

For the 6 box hangars there are 4 total – 2 at the taxiway end and one on each side between the 2 hangars furthest from the taxiway.

There are also 5 along the fence line, 1 near the grassy area of the ramp and one at the fuel island.

Let me know if you have any more questions.

Mary

NOTICE OF CONFIDENTIALITY: This e-mail message, including any attachments, is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential or exempt from disclosure under applicable laws. If you are not the intended recipient, you are notified that dissemination, distribution, or copying of this communication is strictly prohibited and may be a violation of law. If you have received this communication in error, please notify the sender by reply e-mail and delete all copies of the original message.

———

Nevada County Airport – Lee Ocker, Manager:

In a message dated 1/27/2015 11:01:22 A.M. Pacific Standard Time, Lee.Ocker@co.nevada.ca.us writes:

1) We have 120 hangars with 117 occupied.

2) We have 2 external fire extinguishers on each our fuel trucks, one inside our fuel tank farm, and 2 inside our terminal. All of the newer hangars have an extinguisher inside, but the older Port-A-Ports don’t necessarily have one.

3) The terminal is centrally located on the airport, and the fuel tank farm is about 100 feet from the terminal.

4) The extinguishers on the trucks and in the tank farm are 20 lbs. BC extinguishers. The two inside the terminal are 10 lbs. ABC. The extinguishers inside the hangars vary in size and type.
5) We use a vendor named Patterson Fire Equipment, 11408 Willow Valley Rd., Nevada City, CA 95959 to maintain and inspect our extinguishers. Their phone number is (530) 478-5614. We also do the monthly checks in-house, and sign off the tags.

6) I think the requirement to have a 10BC extinguisher in all hangars is a very reasonable request. I know people can be resistant to any agency telling them what to do with their own hangars, even in the name of safety. If the hangars are County-owned, no problem. If the hangars are privately-owned, maybe an incentive of a County-subsidized offset or one-time purchase of the extinguishers might make people more agreeable to the requirement. I like the idea of other external extinguishers around the airport, too. I’m going to look into that for this airport. It’s not a matter of if, but when will a fire occur...Thanks for the inquiry!

Please let me know if there is any other help I can provide. Have a great day!

Lee
ISSUE: Accept the final Airport Project Priority List.

BACKGROUND: Staff has put together a list of projects that will be a priority for funding. This list was established based on this direction (10-17-14 Minutes; Attachment D):

Judy Pflueger moved to allow Director Tippett to look at pavement studies done for airports and pick one project for $1,000,000 (likely Trinity Center apron pavement), taxiway extension at Hayfork Airport, and 250’ safety area at Trinity Center Airport. Seconded by John Kizziar. Motion carried 4-0-(2 absent).

After meeting with the FAA, funding for the safety area was removed as the FAA was not going to fund any extension until a Master Plan is prepared for Trinity Center.

DISCUSSION: A Project List was prepared that constrains the anticipated value of the County Aviation Improvement Program (AIP), which with existing funds (past years) is $4.8M over the next seven years along with a few A&D (Caltrans Funded Only) projects (Attachment A).

In order to fully fund all airports with AIP Funds, a project must be scheduled for that airport (gives a reason to fund the program). To do that and still maintain the desired program, an unconstrained list was created and presented to the FAA for programming (Attachment B). Projects on Attachment B do not necessarily reflect the final direction provided by the AAC.

ALTERNATIVES INCLUDING FINANCIAL IMPLICATION:
The purpose of the list is to provide very general direction as to the projects desired, the priority of the project, and what general timeframe would be targeted. Example, rehabilitation of the Hangar Area at Trinity Center was moved forward of the Hayfork Creek Project to try and target construction in the three years.

RECOMMENDATION: Staff recommends that both the Constrained and Unconstrained List be accepted. Future changes are possible, but those changes would be reductions driven by budgetary constraints. Having this list approved initially would be the starting point in determining how to fully fund projects (local match, 5% to 10%) as we move forward.

Respectfully Submitted

Richard Tippett
Director – Department of Transportation
<table>
<thead>
<tr>
<th>TC</th>
<th>WV</th>
<th>Hay</th>
<th>Ruth</th>
<th>Hym</th>
</tr>
</thead>
<tbody>
<tr>
<td>14/15</td>
<td>Master Plan (AIP)</td>
<td>Property Resolution</td>
<td>ALP (AIP) Runway Overlay (A&amp;D)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(1854)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15/16</td>
<td>Rehabilitate Hangar Area (AIP) Design</td>
<td>ALP (AIP) Airport Pavement Mgmt Program (AIP)</td>
<td>ALP (AIP) Runway Light Rehab (A&amp;D)</td>
<td></td>
</tr>
<tr>
<td>16/17</td>
<td>Rehabilitate Hangar Area (AIP) Construction (DOWN SCOPE)</td>
<td>Runway Light Rehab (AIP) Runway Overlay (A&amp;D)</td>
<td>ALP (A&amp;D)</td>
<td></td>
</tr>
<tr>
<td>17/18</td>
<td></td>
<td>Taxiway Extension Design (AIP)</td>
<td></td>
<td></td>
</tr>
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<td>18/19</td>
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Cost Estimate (Total Project Cost within Federal Fiscal Year)

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Check | $1,195,000 |
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Cost Estimate (Total Project Cost within Federal Fiscal Year)

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*Note: AIP Eligible Total includes the following: $6,882,500 Available and $75,000 Check.*
Minutes for 10-17-2014 Meeting

Director Tippett discussed letter received from Federal Aviation Administration regarding application deadline for federal grants for Airport Capital Improvement Projects (January 31, 2015). He said you try to look 5 years out for what you want to do, and we need to take it from the angle of what we really need. He asked the Committee to choose two or three items for the next 5 year cycle. Director Tippett recommend that projects be consider, which are;

1. James E. Sweet Runway extension. Feds don’t want to extend 1,000 feet, but they will agree to 250 feet runway safe area. Tippett recommends not doing anything until the hanger leases expire later this year.

2. Hayfork Airport - $225,000 for design, and project out construction cost in year 5.

3. Hyampom Airport – not eligible for a capital project using State A&D funds, however, there is no current request.

4. Pavement overlay at Ruth Airport – approved by CTC the other day, expecting to construct at the beginning of next summer.

5. Ruth Airport Taxiway and Apron - $120,000, construct hangar $200,000, constructions of taxiway is in Airport Layout Plan, but do not foresee this as a priority in the near future. Director Tippett said Money for runway widening to 60’ with taxiway to be done at a later date because there is extensive environmental.

We have to update Airport Layout Plans – can use STIP money and LTF funds.

Recesses 11:25 a.m., reconvenes 11:35 a.m.

Discussion of Capital Projects continues;

Billboard VASI vs electronic VASI and warning sign at Weaverville Airport. Chair Weddell asked about moving the billboard VASI to Hyampom Airport. Moving the billboard VASI could be considered later now that the VASI is installed. Rick said he would like to put motion activated yellow flashing sign at Weaverville airport so lights come on to say “wrong way”.

Director Tippett reported the slurry seal at Trinity Center is coming up for funding, but was not funded in this round. Judy Pflueger asked when the slurry sealing would be done. Tippett responded in two years.

Regarding relocating the service road at the Trinity Center Airport, Tippett advised we cannot get federal funds but we may be able to get state funds,
and we will have to do an environmental document.

Tippett stated at Hyampom he wants to seal the runway, and at Ruth he will be constructing the pavement overlay and crack repair in early summer next year.

Judy Pflueger commented that the focus should be on Hayfork pavement and the runway extension. Director Tippett stated we have AWOS listed, extend box culvert, extend taxiway, and relocating Riverview Road. There was a concern expressed by Chair Weddell about location of Riverview Rd. due to the adjacent floodplain.

Regarding Trinity Center Airport runway, Tippett advised FAA has already said no to extending it 1,000’, but would agree to 250’. Judy Pflueger commented that 250’ we’ll be in the lake, so it’s actually 250’ of safety area. Tippett advised there would have to be an environmental document regarding safety and the access road.

Director Tippett recommended the following be priorities:

1. Hayfork Airport - runway extension and road. He said the environmental document is already done. He said we should use program design funding next year and put the program construction out 4 years.

2. Trinity Center Airport – environmental document for 250’ safety area. He said we can use the same environmental document for land acquisition in the future. He said because it is in the lake, the federal government will require an Environmental Impact Statement. Tippett to request

Judy Pflueger moved to allow Director Tippett to look at pavement studies done for airports and pick one project for $1,000,000 (likely Trinity Center apron pavement), taxiway extension at Hayfork Airport, and 250’ safety area at Trinity Center Airport. Seconded by John Kizziar. Motion carried 4-0-2 absent.

Director Tippett advised he would be meeting with the feds in December in Brisbane (SFO) and invited Chair Weddell to attend.