

DEPARTMENT: Public Works

BY: Allen Toschi, Public Works Director
PHONE: 966-5356

RECOMMENDED ACTION AND JUSTIFICATION:

Request Board to approve the proposed improvements to the airport terminal by KMPI (FAA Identifier) Airport and Rent a Car, Inc. The request has no financial impact to Public Works or Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

One June 1, 2010 the Board of Supervisors approved an Airport Management & Lease Agreement with KMPI as a Fixed Base Operator for the County airport.

In accordance with Sections 6 (f) & 9 the airport manager is requesting permission to make improvements and modifications in an to the terminal building.

Public Works has reviewed the proposed improvements and alterations and recommends approval of this proposed work.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approved there for airport terminal improvements will not be completed.

Financial Impact? () Yes (X) No	Current FY Cost: \$ 0	Annual Recurring Cost: \$0
Budgeted In Current FY? () Yes () No x() Partially Funded		
Amount in Budget: \$ _____		List Attachments, number pages consecutively
Additional Funding Needed: \$ _____		1. Letter to request permission from KMPI
Source:		2. Sections 6 and 9
Internal Transfer _____		
Unanticipated Revenue _____ 4/5's vote		
Transfer Between Funds _____ 4/5's vote		
Contingency _____ 4/5's vote		
() General () Other		

CLERK'S USE ONLY:

Res. No.: 10-394 Ord. No. _____
 Vote - Ayes: 4 Noes: _____
 Excused Absent: Allen
 Approved
 Minute Order Attached () No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

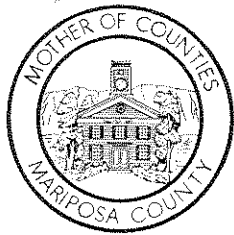
Date: _____
Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

By: _____
Deputy

COUNTY ADMINISTRATIVE OFFICER:

Requested Action Recommended
 No Opinion
 Comments:

CAO: 



COUNTY of MARIPOSA

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

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DISTRICT IV
DISTRICT V
DISTRICT I
DISTRICT II
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MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: ALLEN TOSCHI, Public Works Director
FROM: MARGIE WILLIAMS, Clerk of the Board
SUBJECT: Approve the Proposed Improvements to the Airport Terminal by KMPI (FAA Identifier) Airport and Rent a Car, Inc.

RES. 10-394

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA

ADOPTED THIS Order on August 10, 2010

ACTION AND VOTE:

Supervisor Turpin referred to item 111 and asked the County Administrative Officer for clarification relative to language in the agreement.

Supervisor Allen excused himself from item 111 due to a conflict. Chair Cann pulled item 111 for separate action.

(M)Bibby, (S)Turpin, item 111 was approved/Ayes: Aborn, Turpin, Bibby, Cann; Excused: Allen.

CA-111 **Public Works**
Approve the Proposed Improvements to the Airport Terminal by KMPI (FAA Identifier) Airport and Rent a Car, Inc.; Res. 10-394

Cc: File



Dear Rick Benson,

I would like to request permission from the Mariposa County Board of Supervisors to begin with five improvements to the airport terminal at Mariposa/Yosemite Airport.

1. Replace all single pane louvered windows in the terminal with energy efficient Low E dual pane windows and sliding doors. (To be installed by Yosemite Glass and Window)
2. Install a new energy efficient heating and cooling HVAC system at the airport terminal. (To be installed by AJV Heating and Cooling)
3. Partition a 10' X 12' area for an enclosed office space within the airport terminal. (To be installed by Verley Construction)
4. Replace formica counter top at reception area with granite counter tops. (To be installed by Cornerstone Granite)
5. Replace existing carpet with new carpet.

Thank you for your time and consideration in this matter.

Sincerely,

Jesse Figueroa
KMPI Airport and Rent a Car, Inc.

[Code of Federal Regulations]
[Title 14, Volume 2]
[Revised as of January 1, 2004]
From the U.S. Government Printing Office via GPO Access
[CITE: 14CFR77.15]

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TITLE 14--AERONAUTICS AND SPACE

CHAPTER I--FEDERAL AVIATION ADMINISTRATION, DEPARTMENT OF TRANSPORTATION
(CONTINUED)

PART 77 OBJECTS AFFECTING NAVIGABLE AIRSPACE--Table of Contents

Subpart B Notice of Construction or Alteration

Sec. 77.15 Construction or alteration not requiring notice.

No person is required to notify the Administrator for any of the following construction or alteration:

(a) Any object that would be shielded by existing structures of a permanent and substantial character or by natural terrain or topographic features of equal or greater height, and would be located in the congested area of a city, town, or settlement where it is evident beyond all reasonable doubt that the structure so shielded will not adversely affect safety in air navigation.

(b) Any antenna structure of 20 feet or less in height except one that would increase the height of another antenna structure.

(c) Any air navigation facility, airport visual approach or landing aid, aircraft arresting device, or meteorological device, of a type approved by the Administrator, or an appropriate military service on military airports, the location and height of which is fixed by its functional purpose.

(d) Any construction or alteration for which notice is required by any other FAA regulation.

[Doc. No. 1882, 30 FR 1839, Feb. 10, 1965, as amended by Amdt. 77-5, 33 FR 5257, Apr. 2, 1968; Amdt. 77-9, 36 FR 5970, Apr. 1, 1971]

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SEC. 6

e) There is reserved to the **COUNTY**, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the **LEASED PREMISES**. This public right of flight shall include the right to cause in said airspace any noise and emissions inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the Airport premises.

f) **MANAGER** agrees to comply with the notification and review requirements covered in Title 14 CFR Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the **LEASED PREMISES** or in the event of any planned modification or alteration of any present or future building or structure situated on the **LEASED PREMISES**.

g) **MANAGER**, by accepting this Agreement, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit any natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77 to constitute an obstruction or hazard. In the event the aforesaid covenants are breached, **COUNTY** reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the **MANAGER**.

h) **MANAGER**, by accepting this Agreement, agrees for itself, its successors and assigns that it will not make use of the **LEASED PREMISES** in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, **COUNTY** reserves the right to enter upon the **LEASED PREMISES** and cause the abatement of such interference at the reasonable expense of **MANAGER**.

i) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40101(e) or 49 U.S.C. § 47107(a)(4).

j) This Agreement and all of the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during a time of war or national emergency.

- k) **MANAGER** will furnish services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that **MANAGER** may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

7. **VOLUNTARY ASSIGNMENT:** Except as expressly provided herein, **MANAGER** shall not assign this Agreement nor any right hereunder, nor sublet the **LEASED PREMISES**, nor any part thereof, or suffer any other person to occupy the **LEASED PREMISES** or any portion thereof without prior written consent of the **COUNTY**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **COUNTY** terminate this Agreement. This provision does not prohibit the **MANAGER** from allowing other parties to utilize the **LEASED PREMISES** for permitted functions and events.

8. **INVOLUNTARY ASSIGNMENT:** **MANAGER** agrees that, except as expressly provided herein, neither this Agreement or any interest herein shall be assignable or transferable unless otherwise agreed in writing by the parties hereto, which consent shall not be unreasonably withheld.

9. **IMPROVEMENTS, CONSTRUCTION, ALTERATION:** **MANAGER** may maintain on the **LEASED PREMISES** improvements as necessary to facilitate the use of the **LEASED PREMISES**. Any structure and/or alteration, including new construction, must first be approved by the Mariposa County Board of Supervisors. Prior to any construction or work of improvement on the **LEASED PREMISES**, **MANAGER** shall furnish to **COUNTY** evidence that sufficient monies will be available to complete **MANAGER'S** proposal. **COUNTY** and **MANAGER** agree that such evidence shall represent at least the total estimated cost of construction and that said evidence may take one of the following forms:

A Performance Bond to be supplied by **MANAGER'S** contractor or contractors and issued jointly to **MANAGER** and **COUNTY** as Obligee. **MANAGER'S** contractor or contractors shall also submit to **COUNTY** a Certificate of Insurance as evidence of Workers' Compensation Insurance coverage.

Pledge of an escrow which will include funds received as proceeds of a financing contemplated by **MANAGER**. Such escrow shall be designated a "construction fund" and such fund shall be subject to periodic draw down in accordance with terms of the escrow.