

G. Vorderbruggen BUS 8/30/22 #21

Good Morning,

8-30-2022

My name is Gary Vorderbruggen, I am a longtime member of the El Dorado Airports Advisory Committee, a hangar owner/lessee at the Georgetown airport. I am here to request that Item #21 of your "Consent Agenda" (Caldor Fire-Charges to the USFS) be postponed until the Airport Advisory Committee and interested parties have an opportunity to meet in person.

In Item #1 of Christopher Perry's response to AAC members dated Aug 26, 2022, spells this out "In the process of working with CAO, an additional alternative dollar amount was created based on the overall costs to run the airport (based on the annual Airport budget) and the number of days of use by USFS. With an annual operating budget of \$1.4 million dollars, 34 days of use equals \$130,390. This is the last proposal staff shared with the USFS."

To attempt to charge the Forest Service by this method, utilized by senior staff, of 34 days of Total Yearly Airport budget when the total airport was not being used in the Caldor Firefighting Effort, is in my opinion, unwarranted.

The EDC Boards own resolution 183-2019 dated Oct 22, 2019 under "Commercial Undeveloped Land Lease per square foot/per month" calls for a per sq ft charge of .164 cents per month, which the Airport Operation Surface areas ie; Taxiways, Runway, Ramp areas and undeveloped East End hangar areas surely qualify!!!

These "Operational Surfaces Areas" comprised a total of approximately 49 acres, or roughly 2.138 million sq ft. If charged out at the lesser Hangar lease and Tiedown fee of .082 cents per square foot per month, it would amount to \$175000., and is in line with other airports in the area, whose charges are on a "per square foot basis, have assessed the USFS

Not charging the Forest Service at least the amount that hangar owners and aircraft ramp patrons are required to pay is offensive at best.

I believe, that EDC is obligated to assess the USFS this "Normal, Customary and Justifiable" per square foot charge, as to not to do so, would be in direct violation of FAA Grant Assurance 24, Fee and Rental Structure as it provides that the sponsor of a federally obligated airport, El Dorado County : "...maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances".

I further believe that, had EDC, assessed a "PER SQUARE FOOT" basis at the onset of billing to the Forest Service, as outlined in Board Resolution Fee Schedule, and agreed to by the CALFIRE Procurement Officer and County Field Airport staff, on the day that the Airport Use Contract was signed, this matter would be moot.

Nowhere in the Airport Rate Structure does it delineate a "portion of total budget" as proposed by senior County staff and should have never been proposed to the USFS for Caldor Fire operations reimbursement!!!

Gary Vorder

8-30-2022



**RESOLUTION NO. 183-2019**

**OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO**

**RESOLUTION ESTABLISHING CHIEF ADMINISTRATIVE OFFICE,  
AIRPORTS DIVISION FEE SCHEDULE**

**(Supersedes: Resolution 080-2019)**

**WHEREAS**, pursuant to Government Code Sections 54985 and 66016 and County Ordinance Code Section 1.04.260, the Board of Supervisors of El Dorado County (Board) has established rates, charges, and fees for certain activities; and

**WHEREAS**, once established, rates, charges, and fees may be modified, set, or fixed by the Board by Resolution; and

**WHEREAS**, Section 18.04.100 of the County Ordinance Code provides for the establishment by resolution a schedule of fees, rates, and charges to be imposed for the use of specified airport facilities at the County's airports, which shall apply to all uses specified therein except as they may be modified by express written contract or permit executed or authorized by the Board; and

**WHEREAS**, the Board fixed rates and charges on County Airports by Resolution 097-2010 on June 29, 2010; and

**WHEREAS**, all the functions covered by various resolutions included herein had been consolidated within the Community Development Agency (CDA); and

**WHEREAS**, the Board adopted a series of Resolutions establishing and amending a consolidated fee schedule and policies and procedures for those functions formerly under the CDA, which was most recently amended by Resolution 080-2019 on May 21, 2019; and

**WHEREAS**, at the time the fees were adopted in the Consolidated Fee Schedule and Policies and Procedures by Resolution 079-2016, the cost of providing services included on the consolidated fee schedule was documented in the CDA Fee Study, dated March 22, 2016; and

**WHEREAS**, on April 18, 2017, the Board adopted Ordinance 5051 reorganizing the CDA into separate departments. The CDA's Airports and Cemeteries Division is now referred to as the El Dorado County, Chief Administrative Office, Airports Division.

**NOW, THEREFORE, BE IT RESOLVED**, pursuant to applicable provisions of state law and County Ordinance Code, the fees adopted in this Resolution pertain only to Chief Administrative Office, Airports Division, and remain in effect as set forth in Exhibit A – Chief Administrative Office, Airports Division Fee Schedule attached hereto and incorporated herein; and

**BE IT FURTHER RESOLVED**, individual fees may be added and/or modified from time to time by Resolution amending the Chief Administrative Office, Airports Division Fee Schedule in its entirety, incorporating those modifications in Exhibit A, subject to the necessary notice and analysis under the applicable provisions of state law; and

**BE IT FURTHER RESOLVED**, all rates, charges, and fees established by either Resolution or Ordinance Code shall be subject to the Board of Supervisors Policy No. B-4 related to Recovery of Funds, and unpaid balances shall be subject to increase to include costs incurred by the County Department responsible for administering Revenue Recovery Services, as updated from time to time.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 22nd day of October, 2019 by the following vote of said Board:

Ayes: Hidahl, Parlin, Frentzen, Veerkamp  
Noes: None  
Absent: Novasel

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

  
Vice-Chair, Board of Supervisors  
Brian K. Veerkamp

**CHIEF ADMINISTRATIVE OFFICE  
AIRPORTS DIVISION FEE SCHEDULE**

<b>Transient/Visitor Aircraft Parking (Tie Down)</b>		
Single Engine & Small Helicopter	812 sf	\$8.00/Night
Twin Engine & Small Helicopter	1086 sf	\$9.00/Night
Heavy Twin Turbine/Cabin Class & Medium Helicopter	1411 sf	\$10.00/Night
Large Turbine (Non-transport) Jet		\$19.00/Night
Large Turbine Helicopter		\$25.00/Night
<b>Aircraft Monthly Parking (Tie Down)</b>		
Single Engine & Small Helicopter	812 sf	\$66.00/Monthly
Twin Engine & Small Helicopter	1086 sf	\$89.00/Monthly
Heavy Twin Turbine/Cabin Class & Medium Helicopter	1411 sf	\$115.00/Monthly
Large Turbine (Non-transport) Jet		\$209.00/Monthly
Large Turbine Helicopter		\$275.00/Monthly
<b>Hangars/Ground Lease</b>		
County Owned Rental - monthly		\$225.00/Monthly
Single "T" Hangar Ground Lease - annual	812 sf	\$792.00/Annually
Twin "T" Hangar Ground Lease - annual	1086 sf	\$1,068.00/Annually
Heavy Twin/Cabin Class Ground Lease - annual	1411 sf	\$1,381.00/Annually
Rectangular Hangar Ground Lease - per square foot per month		\$0.082
Commercial Use - per square foot per month		\$0.164
<b>Other Airport Activities and Charges</b>		
Commercial Landing (Twice Daily) charged annually		\$1,138.00/Annually
Commercial Undeveloped Land Lease - per square foot per month		\$0.164
Off-site Operators Permit per month		\$86.00/Monthly
Fixed Base Operator (FBO) Permit		Negotiated per Agreement
Ground Lease Assignment/Transfer on Sale of Private Hangar		\$312.00
Hangar Waiting List Application Fee \$25 non-refundable; balance applied to 1st mo. Rent		\$125.00
Short Term Vehicle Parking (NTE 7 days)		\$5.00/Night
Long Term Vehicle Parking - Monthly paid in advance		\$30.00/Monthly
Long Term Vehicle Parking - Annual paid in advance		\$300.00/Annually
Gate Access Card - Initial Issue		At Cost
Gate Access Card - Replacement		At Cost
Gate Access Remote - Initial Issue		At Cost
Gate Access Remote - Replacement		At Cost
Gate Access - Reprogramming		At Cost
Delinquencies - Ground Lease Payments		10% monthly of delinquent amount

**AIRPORTS DIVISION ADDITIONAL FEES**

Returned Check Fee - Tied to Maximum allowed by State	\$25.00
Copies/Duplication	15 cents per page or "printer cost" plus 5% handling fee
<b>Maps/GIS</b>	
Size A ( 8 1/2" x 11")	\$5.00
Size B ( 11"x 17")	\$7.50
Size C ( 18" x 24")	\$10.00
Size D ( 24" x 36")	\$15 + \$2.50 per SF over 6 SF
Miscellaneous Manuals, Etc.	Actual cost
Public Record Requests	Per Evidence Code 1563
Research Records	T&M
Revenue Recovery Referral Charge	14% of amount sent to collections
Witness Fee	T&M per applicable Government Code



Federal Aviation  
Administration

# AIRPORT SPONSOR & AIRPORT USER RIGHTS AND RESPONSIBILITIES



## **AIRPORT SPONSOR & AIRPORT USER RIGHTS AND RESPONSIBILITIES**

The rights and responsibilities of the sponsors and users of federally obligated public-use airports are based on Federal law. In exchange for Federal airport development assistance (including the transfer of Federal property for airport purposes), airport sponsors make binding commitments to assure that the public's interest in civil aviation will be served. An airport sponsor's responsibilities are commonly referred to as its Federal grant obligations or grant assurances.

The Federal Aviation Administration (FAA) has a statutory mandate to ensure that airport owners comply with their grant obligations. FAA Order 5190.6B, *Airport Compliance Manual*, issued September 30, 2009, generally provides the policies and procedures to be followed by the FAA in carrying out this duty. The Order is not regulatory and is not controlling with regard to airport sponsor conduct; rather it establishes the policies and procedures to be followed by FAA personnel in carrying out the FAA's responsibilities for ensuring airport compliance.

The FAA Airport Compliance Program is designed to ensure the availability of a national system of safe, properly-maintained, public-use airports operated in a manner consistent with the airport owners' Federal obligations and the public's investment in civil aviation. The Airport Compliance Program does not control or direct the operation of airports; rather, it monitors the administration of the valuable rights pledged by airport sponsors to the people of the United States in exchange for monetary grants and donations of Federal property to ensure that the public interest is being served. More information about the FAA's Airport Compliance Program is available.

From time to time, individual airport users and airport sponsors may view these grant obligations differently. In most cases, airport users and airport sponsors are able to work together to identify a solution which is consistent with the airport sponsor's obligations and acceptable to both parties. However, when the two parties cannot come to an agreement, they may ask the FAA to help them interpret how the airport sponsor's obligations apply. The following discussion will serve as a guide to current FAA policy interpretation of the applicable laws and those sponsor assurances which commonly affect aeronautical users' rights at federally obligated public-use airports nationwide. The complete list of sponsor assurances is available.

### **Airport Owner Rights and Powers**

Grant Assurance 5, *Preserving Rights and Powers*, requires, in pertinent part, that the sponsor of a federally obligated airport:

“...will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor.”



Put simply, an airport sponsor is prohibited from taking any action which could preclude it from complying with its grant obligations. For example, an airport sponsor may not enter into a management agreement which would result in exclusive use or discrimination at the airport. Airport sponsors are strongly encouraged to use strong subordination clauses to ensure their ability to comply with Grant Assurance 5.

In addition to obligating the airport sponsor to preserve its rights and powers to carry out all grant agreement requirements, this assurance also places certain limitations on the sponsor's use of airport land. Most real estate transactions require prior FAA approval, and airport sponsors are prohibited from encumbering airport property.



### **Use on Reasonable and Not Unjustly Discriminatory Terms**

Grant Assurance 22, Economic Nondiscrimination, requires, in pertinent part, that the sponsor of a federally obligated airport:

“...will make its airport available as an airport for public use on reasonable terms, and without unjust discrimination, to all types, kinds, and classes of aeronautical uses.” Assurance 22(a)

“...may establish such equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.” Assurance 22(h)

“...may...limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or...to serve the civil aviation needs of the public.” Assurance 22(i)

Subsection (h) qualifies subsection (a) and subsection (i) represents an exception to subsection (a) to permit the sponsor to exercise control of the airport sufficient to preclude unsafe and efficient use of navigable airspace which would be detrimental to the civil aviation needs of the public. However, any airport sponsor restrictions on aeronautical activities based upon safety and efficiency under Assurance 22(i) must be adequately justified and supported, and they must be approved in advance by the FAA. In all cases, the FAA is the final arbiter regarding aviation safety and will make the determination regarding the reasonableness of any proposed measure to restrict, limit, or deny aeronautical access to the airport. The FAA considers it inappropriate to provide federal assistance for improvements to airports where the benefits of such improvements will not be fully realized due to inherent restrictions on aeronautical activities.

Federally obligated airport sponsors are required to operate airports for the use and benefit of aeronautical users and to make those airports available to all types, kinds, and classes of aeronautical activities on fair and reasonable terms, and without unjust discrimination. However, airport sponsors may adopt reasonable commercial minimum standards and/or airport rules and regulations.

Airport sponsors have an obligation to treat in a uniform manner those users making the same or similar use of the airport. However, an airport sponsor may treat similarly situated airport users differently, including rental rates, lease terms, etc., as long as those differences are not unjust. Typically, in order to sustain an allegation of unjust economic discrimination, a complainant must establish they requested similar terms and conditions as another similarly situated user, but was denied those terms for unjust reasons.

### **Restrictions on Self-servicing of Aircraft**

Grant Assurance 22(f) provides that an airport sponsor:



“...will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance, repair, and fueling) that it may choose to perform.”

The FAA considers the right to self-service as prohibiting the establishment of any unreasonable restriction on the owners or operators of aircraft regarding the servicing of their own aircraft and equipment. When airport users and airport sponsors disagree about whether or not a restriction is reasonable and a formal complaint is filed, the FAA becomes the final arbiter in the matter.

Aircraft owners must be permitted to fuel, wash, repair, and otherwise take care of their own aircraft with their own personnel, equipment, and supplies. The airport sponsor, however, is obligated to operate the airport in a safe and efficient manner. The establishment of fair and reasonable rules, applied in a not unjustly discriminatory manner, governing the introduction of equipment, personnel, or practices which would be unsafe, unsightly, detrimental to the public welfare, or which would affect the efficient use of airport facilities by others, is not unreasonable.

### **The Prohibition Against Exclusive Rights**

Grant Assurance 23, Exclusive Rights, provides, in pertinent part, that the sponsor of a federally obligated airport:

“...will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public...”



The fact that an aeronautical activity is provided by only one entity does not necessarily establish an exclusive rights violation. An exclusive rights violation is the denial by an airport sponsor to afford other qualified parties an opportunity to be an on-airport aeronautical service provider.

Although federally obligated airports may impose qualifications and minimum standards upon those who engage in aeronautical activities, the FAA has taken the position that the application of any unreasonable requirement or standard that is applied in an unjustly discriminatory manner may constitute a constructive grant of an exclusive right. When airport users and airport sponsors disagree about whether or not a requirement is reasonable and a formal complaint is filed, the FAA becomes the final arbiter in the matter.

Grant Assurance 23 provides for two limited exceptions. An airport sponsor may choose to offer some or all aeronautical services itself and exclude other entities from competing with these services. This is referred to as the airport sponsor's proprietary exclusive right. If an airport sponsor chooses to exercise its proprietary exclusive right to offer aeronautical services, it must do so with its own resources and its own employees; airport sponsors may not contract out their proprietary exclusive right. The second exception applies when the airport sponsor faces unreasonably costly, burdensome, or impractical challenges in accommodating more than one fixed-base operator to provide a service and adding a second fixed-base operator would result in a reduction in space leased to and actively used by the existing fixed-base operator.

### **Airport Rates and Charges**

Grant Assurance 24, Fee and Rental Structure, provides, in pertinent part, that the sponsor of a federally obligated airport:

"...maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at that particular airport, taking into account such factors as the volume of traffic and economy of collection."

The airport sponsor's obligation to make an airport available for public use does not preclude the owner or sponsor from recovering the cost of providing the facility. The owner or sponsor is expected to recover its costs through the establishment of fair and reasonable fees, rentals, or other user charges that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

The FAA's Policy Regarding Airport Rates and Charges (61 Fed. Reg. 31994; June 21, 1996 as



amended) provides comprehensive guidance on the legal requirement that airport fees be fair, reasonable, and not unjustly discriminatory. Federal law does not prescribe a single approach to rate-setting; airports may utilize their preferred methodology as long as that methodology is applied consistently to similarly-situated aeronautical users and conforms to other requirements outlined in the FAA's Rates and Charges Policy. Ordinarily, the FAA will not investigate the reasonableness of a general aviation airport's fees absent evidence of a progressive accumulation of surplus aeronautical revenues.

## **The Use of Airport Revenue**

Grant Assurance 25, Airport Revenues, provides, in pertinent part, that:

“All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport...” Assurance 25(a)

Revenue generated by the airport includes aeronautical and nonaeronautical rents, fees, charges, and other payments received by the airport sponsor. Airport revenue must be used for the operational and capital costs of the airport, the local airport system, or other facilities owned or operated by the airport owner or operator and directly and substantially related to the air transportation of passengers or property. Certain airports are exempted from this requirement because the law grandfathers certain financial arrangements that existed prior to September 3, 1982.

The FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 Fed. Reg. 7696; February 16, 1999) provides several examples of unlawful revenue diversion. Some of these examples include:

- Paying in excess of the value of goods or services the airport receives;
- Improper cost allocations;
- Charging less than fair market value rental rates to nonaeronautical users, including the sponsor itself;
- Directly subsidizing air carriers;
- Using airport revenue for general economic development activities;
- Paying for marketing and promotions not related to the airport;
- Loaning money to other entities at less than prevailing rates; and
- Using airport revenue to participate in some types of community events.

## **COMPLAINT RESOLUTION**

The FAA's role in adjudicating disputes between airport users and airport sponsor's is to ensure the sponsor's compliance with its Federal obligations. When allegations made in a complaint are verified, the FAA works with the airport sponsor to develop a corrective action plan to address the findings of noncompliance. **Please note that the FAA does not have the legal authority to award monetary judgments or order payment for damages.**

### **Informal Complaint Process**

Under 14 Code of Federal Regulations § 13.1, any person who knows of a violation of Federal aviation laws, regulations, rules, policies, or orders may report the violation to the FAA informally as a “report of violation.” Airport users may report allegations of grant assurance violations to the FAA under Section 13.1. This is commonly referred to as an “informal complaint.”

The FAA strongly encourages individuals seeking to file informal complaints under 14 CFR, § 13.1, to do so in writing. A telephone conversation may not capture all the details of the alleged violations while the written submission is able to emphasize all the issues and concerns.

Informal complaints of alleged violations are primarily addressed through the FAA's review of written submissions. Therefore reports must:

1. Clearly state each alleged violation;
2. Identify the specific grant assurance(s) alleged to have been violated;
3. Provide a comprehensive, detailed description of the alleged violation, including the actions and/or inactions taken by the airport sponsor which result in the alleged violation;
4. Provide issue-by-issue supporting arguments, information and documentation; and
5. Include a summary of the actions you have taken to bring the perceived violation(s) to the attention of the airport sponsor and any efforts to resolve the issues directly with the airport sponsor.

Factually accurate supporting detail is essential for us to effectively evaluate each allegation and to establish a basis for determining the validity of each allegation. **Please be advised that information and documents provided to the FAA are not considered confidential and are subject to public release under the Freedom of Information Act.**



The FAA's local Airports District Office or Regional Airports Division investigates informal complaints. Allegations which do not fall within the scope of FAA jurisdiction or which lack sufficient clarity to permit evaluation will not be reviewed further. The remaining allegations will be investigated to determine whether further FAA action is warranted. The investigative process requires the FAA to contact the airport sponsor.

A list of [FAA Airports District and Regional Offices](#) is available.

There are no regulatory time frames associated with the Part 13.1 process. The FAA strives to investigate and conclude informal complaints within 120 days from receipt of the complaint. However, extenuating factors such as time required to obtain additional factual information, the complexity of the allegations, the need to coordinate with other offices within the FAA, and office workload requirements, etc. may preclude the investigating office from meeting this target deadline.

Upon completion of the investigation, a preliminary determination setting forth the Region's position on the allegations is sent to both the complainant and the airport sponsor. This preliminary determination is not a final agency decision subject to judicial review.

### **Formal Complaint Process**

FAA Rules of Practice for Federally-Assisted Airport Proceedings, 14 Code of Federal Regulations § 16 is the process available to substantially affected complainants seeking a final agency decision. The FAA's Office of Airport Compliance conducts FAA investigations under Part 16. These enforcement procedures were published in the Federal Register (61 Fed. Reg. 53998, October 16, 1996) and became effective on December 16, 1996.

In order to file a formal complaint under 14 CFR, Part 16, the complainant must be "directly and substantially affected" by any alleged noncompliance of a federally obligated airport. Prior to filing a complaint, the parties are required to initiate and engage in good faith efforts to resolve the disputed matter informally. A complaint will not be considered unless the person or authorized representative filing the complaint certifies that substantial and reasonable good faith efforts to resolve the issue have been made and that there is no prospect for a timely resolution.

Formal complaints are filed with the FAA Part 16 Airport Proceedings Docket in the Office of the Chief Counsel. Documents filed with the FAA must be typewritten or legibly printed. The mailing address should read:

FAA Part 16 Airport Proceedings Docket  
AGC-610  
Federal Aviation Administration  
800 Independence Ave., SW  
Washington, DC 20591

The complaint should:

1. State the name and address of each person who is the subject of the complaint and, with respect to each person, the specific provisions of each law, grant assurance, and/or surplus property agreement that the complainant believes were violated;
2. Provide a concise but complete statement of the facts relied upon to substantiate each allegation;
3. Describe how the complainant was directly and substantially affected by the things done or omitted to be done by the respondent(s); and
4. Provide a summary of the actions taken to bring the perceived violation(s) to the attention of the airport sponsor and any efforts to resolve the issues directly with the airport sponsor.

The original and three copies of each document should be filed with the FAA Part 16 Airport Proceedings Docket. The original should be signed by the person filing it or the person's duly authorized representative.

A certificate of service should accompany all documents when they are filed. The certificate must certify concurrent service on the FAA and all parties named in the complaint as persons responsible for the alleged action(s) or omission(s) upon which the complaint is based.

The certificate of service should be in substantially the following form:

I hereby certify that I have this day served the foregoing [name of document] on the following persons at the following addresses and facsimile numbers (if also served by facsimile) by [specify method of service]:

[list person, addresses, facsimile numbers]

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[signature], for [party]

After a formal complaint is received, the FAA has 20 days to either docket or dismiss the complaint. Formal complaints are dismissed when the complainant lacks standing, does not follow the correct procedures to file the complaint, or fails to document good faith efforts to resolve the matter informally.

Once a formal complaint is docketed, the airport sponsor has 20 days to file its answer. The complainant may file its reply within 10 days of the date of service of the answer. The airport sponsor may file a rebuttal within 10 days of the date of service of the complainant's reply. The FAA has 120 days, from the date of the last pleading submitted, to conduct its investigation and issue a Director's Determination.

Any party adversely affected by the Director's Determination may appeal the initial determination to the Associate Administrator for Airports within 30 days after the date of service of the initial determination. The Associate Administrator will render a Final Agency Decision which may be appealed to the U.S. Court of Appeals.

Prior to filing a formal complaint, please review the [Frequently Asked Questions about Part 16](#).

The [Part 16 Decision Database](#) contains copies of all Director's Determinations and Final Agency Decisions issued. Oftentimes, complaints focus on similar issues, so understanding how the FAA has decided a case in the past may be helpful.



## RESOURCES AND REFERENCES

Airport Compliance Program

[http://www.faa.gov/airports/airport\\_compliance/](http://www.faa.gov/airports/airport_compliance/)

FAA Order 5190.6B, Airport Compliance Manual

[http://www.faa.gov/airports/resources/publications/orders/compliance\\_5190\\_6/](http://www.faa.gov/airports/resources/publications/orders/compliance_5190_6/)

Sponsor Assurances

[http://www.faa.gov/airports/aip/grant\\_assurances/media/airport\\_sponsor\\_assurances\\_2012.pdf](http://www.faa.gov/airports/aip/grant_assurances/media/airport_sponsor_assurances_2012.pdf)

FAA's Policy Regarding Airport Rates and Charges

[http://www.faa.gov/airports/airport\\_compliance/media/airports\\_rates\\_charges\\_policy\\_with\\_amendments.pdf](http://www.faa.gov/airports/airport_compliance/media/airports_rates_charges_policy_with_amendments.pdf)

FAA's Policy and Procedures Concerning the Use of Airport Revenue

[http://www.faa.gov/airports/resources/publications/federal\\_register\\_notices/media/obligation\\_final99.pdf](http://www.faa.gov/airports/resources/publications/federal_register_notices/media/obligation_final99.pdf)

FAA's Advisory Circular on Exclusive Rights at Federally Obligated Airports

[http://www.faa.gov/documentLibrary/media/advisory\\_circular/150-5190-6/150\\_5190\\_6.pdf](http://www.faa.gov/documentLibrary/media/advisory_circular/150-5190-6/150_5190_6.pdf)

FAA's Advisory Circular on Minimum Standards for Commercial Aeronautical Activities

[http://www.faa.gov/documentLibrary/media/advisory\\_circular/150-5190-7/150\\_5190\\_7.pdf](http://www.faa.gov/documentLibrary/media/advisory_circular/150-5190-7/150_5190_7.pdf)

14 Code of Federal Regulations § 13.1

<http://www.gpo.gov/fdsys/pkg/CFR-2011-title14-vol1/xml/CFR-2011-title14-vol1-part13.xml#seqnum13.1>

14 Code of Federal Regulations § 16

<http://www.gpo.gov/fdsys/pkg/CFR-2011-title14-vol1/xml/CFR-2011-title14-vol1-part16.xml>

Frequently Asked Questions about Part 16

<http://part16.airports.faa.gov/index.cfm?page=FAQ>

Part 16 Decision Database

<http://part16.airports.faa.gov/index.cfm?page=CaseFileSearch>

D. Lugert BOS 8/30/2022

#21

EMERGENCY FACILITIES & LAND USE AGREEMENT

rev. 05/2021

<b>INCIDENT AGENCY</b> (name, address, phone number) USDA Forest Service Eldorado National Forest 100 Forni Road Placerville, CA 95674 Office: 530-303-2412	Page 1 of 17 <b>AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT</b> AGREEMENT NUMBER: 1291S821K4145	
<b>OWNER</b> (name, address, phone number-include day/night/cell)  El Dorado County 3501 Airport Road Ste 1 Placerville, CA 95667  POINT OF CONTACT (if applicable): Jeremy Gutenberger EMAIL: <a href="mailto:Jeremy.gutenberger@edcgov.us">Jeremy.gutenberger@edcgov.us</a> PAYMENT ADDRESS: <input checked="" type="checkbox"/> Same as above, or _____ DUNS: N/A REGISTERED IN SAM.GOV: <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No, Vendor Code Information Worksheet attached EIN/SSN (only if not in SAM): _____ County: <u>El Dorado</u> State: <u>California</u> Township: <u>Placerville</u> Range: _____ Section: _____	<b>EFFECTIVE DATES</b> a. beginning: 08/15/2021	b. ending: _____
INCIDENT NAME: <u>CALDOR</u> INCIDENT NUMBER: <u>CA-ENF-024030</u> RESOURCE ORDER NUMBER: <u>S-9000</u> MODIFICATION No/DATE: _____ MODIFICATION CO Initials: _____		
<b>TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES):</b> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> HUBZONE <input type="checkbox"/> SERVICE DISABLED VETERAN <input type="checkbox"/> PUBLIC ENTITY <input checked="" type="checkbox"/> GOVERNMENT <input type="checkbox"/> OTHER		
The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facility as a Helibase. Use of the El Dorado County Airport.		
<b>DESCRIPTION OF LAND/FACILITIES:</b> Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)		

**RATE:** (For each day) that the land/facilities are used, the Government will pay the rate of see below breakout. Ordinary wear and tear are included in the rate. The minimum amount guaranteed to be paid under this agreement shall be N/A, regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed N/A. Payment shall be in accordance with the incident Agency payment procedures.

Rate breakout: Large aircraft: \$275 per month; Medium Aircraft: \$115 per month; Fuel Trucks/Trailers: \$60 per month; Water Tenders: \$30 per month.

**UTILITIES AND SERVICES:**

The above rate includes utility charges for the following:  DIESEL  GAS  ELECTRICITY  WATER  TOILET SUPPLIES  JANITORIAL SERVICES & SUPPLIES  TRASH REMOVAL  SEPTIC SERVICE  EXISTING TELECOMMUNICATIONS

The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: estimated bill for water and sewage for the period of 08/15/21 thru 09/09/2021.



**RESTORATION:** Restoration beyond ordinary wear and tear. (check only one)

The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: \_\_\_\_\_.

The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner (beyond ordinary wear and tear) in restoring land/facilities to their prior condition shall be submitted, in writing, to the Contracting Officer.

**ALTERATIONS:** The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

**ORAL STATEMENTS:** Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

**ORDINARY WEAR AND TEAR:** Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

**CONDITION REPORTS:** A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition.

**OTHER:** Describe in detail: N/A.

**TERMS AND CONDITIONS:** See attachment.

**INSURANCE/ INDEMINIFICATION:** The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the El Dorado County Airport from any and all claims, liabilities, losses, damages, charges, etc. The El Dorado County Airport does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges etc. The El Dorado County Airport District will be responsible for errors, omissions and negligence of its employees. The United States Federal Government will be responsible for errors, omissions and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat. 306].

**CHECKLIST(s):** See attachment. Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.

**FEDERAL ACQUISITION REGULATION CLAUSES:**

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed

electronically at this/these address(es): [www.arnet.gov/far/](http://www.arnet.gov/far/) or [www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (FEB 2021)

FAR 52.222-3 Convict Labor (June 2003)

FAR 52.232-1 Payments (APR 1984)

FAR 52.232-11 Extras (APR 1984)

FAR 52.232-17 Interest (MAY 2014)

FAR 52.232-25 Prompt Payment (JAN 2017)

FAR 52-233-1 Disputes (MAY 2014) ALT I (DEC 1991)

FAR 52.243-1 Changes—Fixed Price (AUG 1987)ALT I(APR 1984)

FAR 52.249-4 Termination for the Convenience of the Government (Services)(Short Form)(APR 1984)

FAR 52.249-8 Termination for Default (Fixed-Price Supply and Service)(APR 1984)

**Loss, Damage or Destruction:** The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault or negligence of the owner or the owner's agent(s).

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE: Shundrica Daniels, Contracting Officer	
PHONE NUMBER:		PHONE NUMBER: (404) 274-9746	
EMAIL:		EMAIL: Shundrica.daniels@usda.gov	



## Federal Land Use Agreement (LUA) Intake Form

**Intent:** Logistics, Facilities, State PROC, Lead EQTR, FSC etc. to gather the below information and submit to Buying Team CO, Local CO or Federal PROC/CO to initiate LUA on Federal Incident.

<b>Incident Name</b>	Caldor CA-EMF-024030
<b>Resource Order S#</b>	<input type="checkbox"/> Yes, S# _____ <input type="checkbox"/> S# has been requested through ordering/dispatch
<b>Owners Name</b>	El Dorado County
<b>Owner Address (Physical &amp; Mailing)</b>	3501 Airport Road, Ste. 1 Placerville, CA 95667
<b>Owner Phone &amp; Cell Numbers</b>	(530) 622-0459
<b>Owner Email</b>	Jeremy.gutenberger@edcgov.us
<b>Active registration in SAM.gov</b>	<input type="checkbox"/> Yes, no further action required. DUNS/SAMMI No: _____ <input checked="" type="checkbox"/> No, provide vendor code worksheet
<b>Description of Land/ Facility (Address, physical location, local description, etc.)</b>	Airport, Asphalt, outlined with dirt and light brush. Approximately 570 ac. *See attached aerial photo specifying 49 acres aircraft operational surfaces
<b>Start Date</b>	Sunday August 15 <sup>th</sup> , 2021 0930
<b>Utilities and Services Utilized</b>	Water : Sewer
<b>IMT Point of Contact (Phone Number &amp; Email)</b>	Henry Horn PROC(T) henry.horn@fire.ca.gov (909) 630-5098
<b>Other items to note</b>	- (1) Taxi way light (been fixed) - Runways will need to be cleaned

**Notes:**

- Attach any pictures or maps of facility
- Please do NOT discuss pricing or rates with land owner

Dorado  
1st School

El Dorado High School

Placerville Airport

Hangtown VOR-DME  
HNW 115.5

2,597,700 sq ft

1,584,000 sq ft

295,050 sq ft

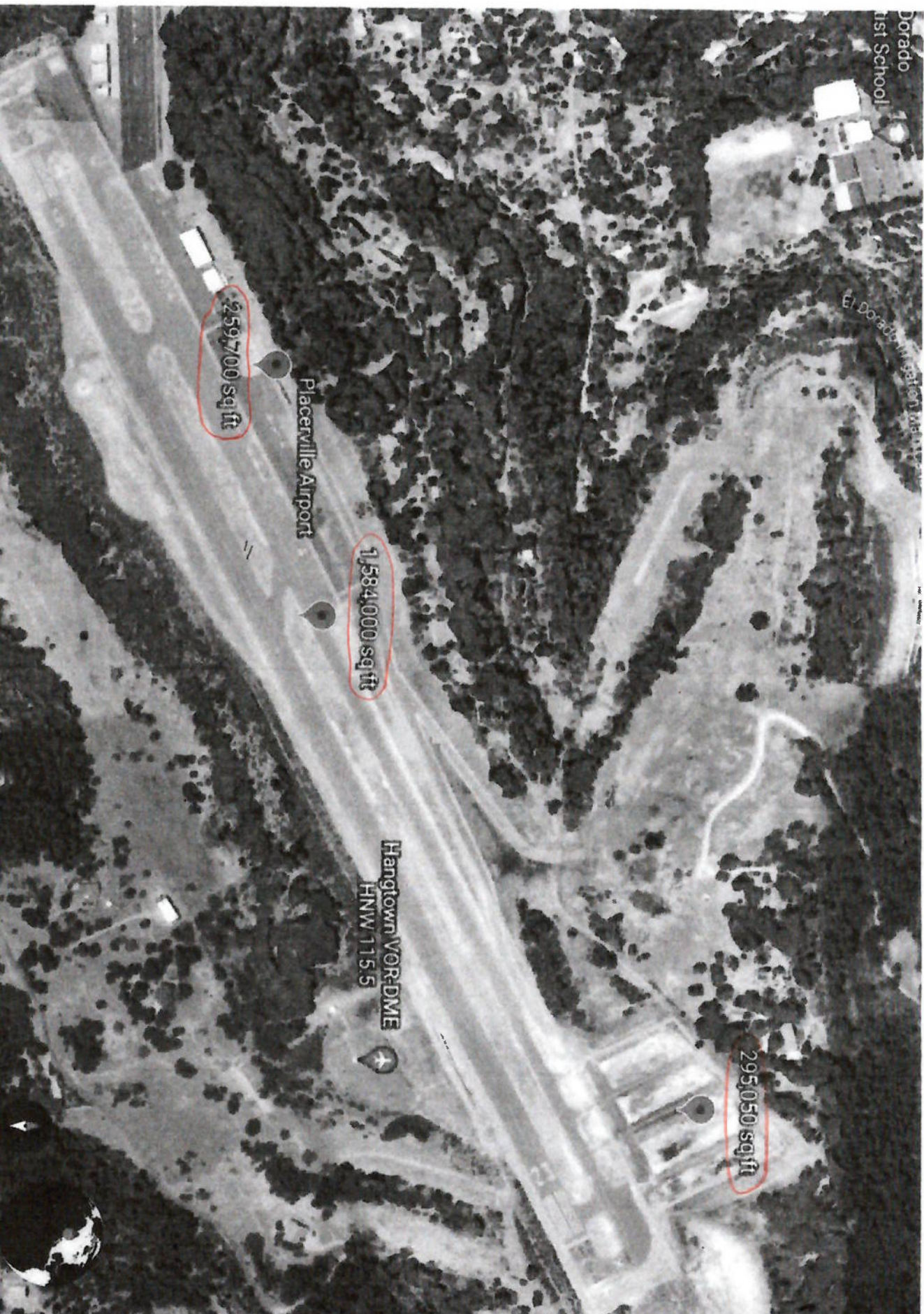
Google Earth

Imagery date: 5/23/14 - 6/5/21

200 m

Camera: 3,066 m 38°43'31" N 120°45'13" W

768 m



**Text of Legislative File 21-1542**

Planning and Building Department, Airports Division, recommending the Board:

- 1) Authorize the Chair to sign the retroactive Emergency Facilities & Land Use Agreement with the United States Forest Service (USFS Agreement Number 1291S821K4145) accepting funds in the amount of \$10,417 for use of the Placerville Airport from August 14 to September 16, 2021 and \$543.20 for reimbursement for two taxiway edge lights that were broken during the Caldor Fire; and
- 2) Delegate signature authority to the Planning and Building Department Assistant Director to sign any additional United States Forest Service documents associated with this Emergency Facilities & Land Use Agreement for use of the Placerville Airport during the Caldor Fire.

**FUNDING:** Incoming revenue, United States Forest Service (Federal Funds).

**DISCUSSION / BACKGROUND**

Airport staff were contacted by the United States Forest Service (USFS) on August 14, 2021 regarding the use of the Placerville Airport for air operations and support for fighting the Caldor Fire. CalFire and USFS unified command personnel began moving in equipment and using the airport on August 15, 2021. The airport was closed for regular general aviation flight operations from August 17, 2021 to September 14, 2021, a total of 29 days; however, fire-fighting air operations and support encompassed a total of 34 days.

On August 15, 2021, CalFire staff visited the Airport, and, with airport staff, completed a Federal Land Use Agreement Intake Form preparatory to finalizing an agreement between the USFS and the County. In addition, security staff were posted around the clock at the entrance gate to the airport to restrict access of the general public (airport tenants and users were allowed access via a walk-in gate; they were not permitted to drive onto the airport) while CalFire and USFS were utilizing the airport.

The County's Airport Fee Schedule is not set up for the large-scale use that occurred with the Caldor Fire response. In several meetings with the Airports Advisory Committee, members of the public and committee members expressed their desire to collect more revenue from the USFS based on various methodologies, as well as various fees on the Airport Fee Schedule. The committee members and tenants have noted that the USFS and CalFire used a large portion of the Placerville Airport (estimated at 49 acres) and the airport was completely shut down to general aviation for 29 days, which directly impacted airport tenants and the businesses located on the airport.

Staff worked with County Counsel to identify the most defensible fee to be levied on the existing fee schedule and found that the airport tie down rate was most applicable to this use. Therefore, in accordance with guidance from County Counsel, Planning and Building Department (Department) staff calculated the amount to charge the USFS for use of the Placerville Airport by using the Transient/Visitor Aircraft Parking (Tie Down) and Vehicle Parking rates on the Airport Fee Schedule (Attachment D) for the various helicopters and support vehicles that were on the airport, which totaled \$10,417.00 (see Attachment C for detailed calculations).

Proper?

Proper

(all operational surfaces)

Why?

N/A

\$0.082