

REID-HILLVIEW AIRPORT

ANALYSIS

Prepared By
CITY OF SAN JOSE
AIRPORT DEPARTMENT

June 1990

REID-HILLVIEW AIRPORT

ANALYSIS

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I. IMPACTS OF REID-HILLVIEW CLOSURE ON SAN JOSE INTERNATIONAL

The issues surrounding the closure of Reid-Hillview Airport and its effects on the San Jose International Airport have been previously analyzed by the San Jose Airport Department in the report entitled 1986 REID-HILLVIEW AIRPORT EVALUATION STUDY. The following information summarizes and updates its conclusions and recommendations.

A. Airport Activity - Santa Clara County

A major assumption of the 1986 Reid-Hillview Evaluation Study was there would continue to be no restrictions on general aviation activities at the San Jose International Airport, an assumption which is no longer valid in view of the demand forecasts contained in the ongoing Airport Master Plan Update.

Of the four public airports in Santa Clara County, San Jose International, owned and operated by the City of San Jose, is the only airport to provide air carrier service, in addition to air cargo and general aviation activities which include business, recreation and training flights. The other three airports, operated by Santa Clara County, are Reid-Hillview, Palo Alto, and South County. The County airports are used for general aviation activities involving recreation, business and training flights.

The 1986 Reid-Hillview Evaluation Study looked at the 1985 activity levels for all four airports in Santa Clara County. The table below shows the 1985 activity levels as well as the recent 1989 activity levels for each airport.

ANNUAL OPERATIONS

<u>Airport</u>	<u>Based Aircraft</u>	<u>Air Carrier</u>	<u>Air Taxi/Commuter</u>	<u>General Aviation</u>	<u>Military</u>	<u>Total</u>
San Jose Int'l						
1985	608	75,207	17,542	272,083	727	365,559
1989	668	97,172	35,884	180,463	813	314,332
Reid-Hillview						
1985	784*	-	111	220,534	46	220,691
1989	527	-	-	196,568	2	196,570
Palo Alto						
1985	584*	-	634	185,289	-	185,923
1989	486	-	37	215,564	216	215,817
South County						
1985	105*	-	-	90,000	-	90,000
1989	86	-	-	90,000	-	90,000
Totals						
1985	2,081	75,207	18,287	767,906	773	862,173
1989	1,767	97,172	35,921	682,595	1,031	816,719

* The 1985 figures were estimates only and subsequent review by County Staff indicate actual figures were probably lower.

The table shows that between 1985-1989 total operations decreased by 5.3%, largely due to declines in general aviation traffic. The increases in air carrier and air taxi/commuter traffic occurred at San Jose International, and are significant because the 1989 total air carrier and air taxi/commuter operations of 133,056 significantly exceed the 1986 Reid-Hillview Evaluation Study forecast for 1997 of 120,000 operations and the 1980 San Jose Airport Master Plan forecast for 1997 of 91,300 operations.

The growth in air carrier operations is expected to continue with the draft San Jose International Airport Master Plan Update forecasting a demand of 188,600 operations by 2000 and 221,800 operations by 2010. General aviation operations are forecast to increase to 295,000 by 2000 and 340,000 by 2010.

B. Impacts of Reid-Hillview Closure on Santa Clara County Airport Facilities

As stated in the 1986 Reid-Hillview Evaluation Study the impacts of closing Reid-Hillview are significant, since the other three existing airports in Santa Clara County do not have the capacity to accommodate the displaced Reid-Hillview based aircraft. However, at existing airports within an approximate 1.5 hour driving time from San Jose International, there currently exists a sufficient number of vacant tie-down spaces to accommodate all aircraft displaced from Reid-Hillview Airport.

C. Impacts of Reid-Hillview Closure on San Jose International Airport Operations and Air Traffic Control

The Reid-Hillview Airport functions as a reliever airport for San Jose International. Reliever airports are designed to accommodate general aviation activities in an urban location, and are used to reduce congestion at air carrier airports, such as San Jose International.

An aircraft fleet mix of jets versus general aviation non-jets represents different performance characteristics. As an example, air carrier/business jets approach/departure speeds average 140-160 mph, while most general aviation non-jet approach/departure speeds average 80-120 mph or less.

Air carrier/business jets and high performance general aviation non-jet aircraft have more sophisticated instrumentation equipment to function in a high density air traffic control environment such as San Jose International Airport (SJC), while the majority of general aviation aircraft have only the basic instrumentation. With the aircraft fleet mix diversity at San Jose International, air carrier jets versus general aviation non-jet aircraft, the complexity of controlling and managing aircraft arrivals/departures at San Jose International Airport with its three parallel runway configuration, results in complex air traffic control procedures. The separation standards for aircraft can vary greatly between jet aircraft versus non-jet general aviation aircraft.

Air carrier/business jets have a minimum 3.0 miles separation factor requirement under inclement weather conditions. Under favorable high visibility weather conditions jet aircraft in-trail (following) separation can be less than 3.0 miles. With regards to single/multi-engine non-jet general aviation aircraft the in-trail separation between two aircraft can be safely conducted at 1.0 mile or less. When air carrier jet aircraft are intermixed with general aviation aircraft the separation criteria (because of aircraft speed differences) increases substantially. These separation criteria are additionally impacted or increased when heavy air carrier jet aircraft (aircraft over 300,000 lbs.), i.e., DC10's, L1011's, and Boeing 767's, are intermixed with other aircraft, including other jet aircraft. In-trail separation or spacing with heavy jets is 3.0-5.0 miles, and under certain conditions can be as much as 6.0 miles depending upon the type of aircraft following a heavy jet. Vertical separation between two aircraft can vary dependent upon operating conditions.

The diversity of the aircraft fleet mix directly affects an airport's operational capacity. The 1986 Reid-Hillview Evaluation Study estimated that if Reid-Hillview closed, San Jose International would see a 20% increase in its annual general aviation operations. The 20% figure was developed from discussions with the FAA and personnel at surrounding Airports in the Bay Area. Because of a more diversified aircraft fleet mix, air traffic control around San Jose International would become more complex and congested, requiring increased separation distances between aircraft. The resulting effect would be an increase in delay time per aircraft operation. The study estimated air carrier aircraft delay would increase by an average of 3.72 minutes per operation. The table below shows the estimated economic impact on air carriers caused by this delay at San Jose International.

DELAY IMPACTS ON AIR CARRIERS

	<u>Year</u>	<u>Increased Delay Per Operation In Minutes¹</u>	<u>Cost Per Minute to Operate Air Carrier²</u>	<u>Air Carrier Operations Per Day</u>	<u>Annual Cost</u>
Reid-Hillview Evaluation Study	1995	3.72	\$28.80*	454	\$17,753,506
Actual	1989	3.72	\$50.00**	266	\$18,058,740
Airport Master Plan Update	1995	3.72	\$50.00**	434	\$29,464,260

* Based on 1986 dollars
 ** Based on 1990 dollars

1. Source - Federal Aviation Administration.
 2. Source - Air Transport Association.

Using these estimates, the closing of Reid-Hillview could cause an additional 3.72 minute average delay per air carrier operation resulting in an immediate annual cost to the airlines of \$18.06 million, increasing to \$29.46 million per year by 1995. This could impair the Airport's ability to attract and maintain air carrier service. It should be noted these figures do not include any cost impacts increased delays would have on general aviation operators.

D. Summary of Impacts

In conclusion, based on the assumption of unconstrained general aviation activity at San Jose International, the closure of Reid-Hillview Airport is expected to have the following significant impacts on San Jose International Airport:

1. General aviation operations at San Jose International may increase by up to 20%, at a time when air carrier and air taxi/commuter activity are also increasing.
2. Increased complexity of air traffic control at San Jose International due to greater diversity in fleet mix.
3. Increased delay for all aircraft operating at San Jose International by 6,578 minutes per day or 40,000 hours per year in 1995, assuming general aviation operations are increased by 20%.
4. Increased costs to the airlines of initially \$18.06 million, increasing to \$29.46 million per year by 1995; plus additional unquantifiable costs to general aviation operators.
5. Reduction of San Jose International's ability to attract and maintain airline service.
6. Increased pressure to accommodate more general aviation aircraft at San Jose International than currently contained in the Airport Master Plan or forecast in the Airport Master Plan Update.

E. Alternate Scenario

If San Jose International were to significantly restrict the number of general aviation based aircraft, it would severely limit the number of displaced Reid-Hillview aircraft which could relocate to San Jose International. The resulting increase in general aviation operations, due to the closure of Reid-Hillview Airport, would be less than 1% at San Jose International and thus would be termed insignificant. Under this scenario, it can be concluded that the closure of Reid-Hillview Airport would not have an adverse affect on San Jose International.

II. CONTROL/RESTRICTIONS OF GENERAL AVIATION

There are numerous possible methods available to significantly reduce, restrict or inhibit general aviation activities at airports. The methods outlined below are organized into six different sections. The degree to which general aviation activities are limited is directly related to the degree of implementation of these methods. Prior to implementation, there needs to be further research and analysis to determine compliance with Federal and State law.

A. Based Aircraft Reductions

1. Do not fill tie-down vacancies as they occur. Attrition will eventually remove number of based aircraft.
2. If the airports were to adopt the new FAA criteria for General Aviation taxiway clearance as defined in FAA advisory circular (AC) 150/5300-13, the number of available spaces at airports would be reduced due to increased taxiway dimensions. The advisory circular recommends a distance of 81 feet between opposite parking "T"s. This criteria is not now a mandatory requirement and is designed to improve ground circulation of aircraft. The affect of this on limiting the number of based aircraft would be significant, and with further review could be quantified for each Airport.
3. Promote basing High Performance general aviation aircraft at the airport. High Performance type aircraft as a rule are larger, thereby requiring more space, resulting in fewer aircraft being based in the same available parking area.
4. Provide taxi-in, taxi-out aircraft parking spaces only. The increased space required to accommodate this type of operation would further reduce the number of aircraft that can park in a given area.
5. Eliminate airfield parking of privately owned automobile vehicles. Additionally, revenues could be generated by imposing parking fees in the off-airfield automobile parking lots.

B. Curfew/Noise Restrictions

1. Establish a General Aviation curfew.
2. Establish a maximum SENEL level for on based aircraft.
3. Institute a mandatory "noise sensitivity" training class to be attended by all pilots of based aircraft. Classes to be held twice per year, with attendance a prerequisite for permitting a pilot to base aircraft at the airport.

C. Pilot Qualifications and Restrictions

1. Pilots required to have a minimum flight experience in hours, e.g., 200 hours of total pilot in command flight time in order to base aircraft.
2. No solo operations. Minimum of at least two persons per aircraft. This will result in a better utilization of aircraft.

3. Eliminate all training operations, at the airport. This action alone will have a significant impact on the total number of operations an airport could expect.
4. Institute a requirement that owners of all based aircraft meet a residency requirement.

D. Fees, Taxes and Insurance

Since general aviation is very price sensitive, any increase in cost to the general aviation user could eventually reduce the number of General Aviation Operations.

1. Fuel Flowage Fee - increase the charge per gallon for aviation fuel sold on the Airport.
2. Landing Fee - The courts have ruled a landing fee imposed on General Aviation Operations is legal provided it is reasonable. Boston Logan Airport, Boston Mass., imposed such a fee in an effort to reduce general aviation traffic at its facility in 1988. The action was challenged in court by the general aviation community. The Airport authority lost its case in court because it charged the same \$125.00 fee for any aircraft operation, commercial 747 Jumbo Jet or general aviation Cessna 172. The court ruled that the fees were unreasonable for the smaller aircraft as it did not have the same impact on the facility or require the same services as the larger aircraft.

A significant, but reasonable fee imposed on general aviation landing operations should reduce the level of general aviation activity at a given facility. This fee could be based on type, size and weight of aircraft.

Such a fee if established for general aviation aircraft would virtually eliminate general aviation aircraft flight instruction at the Airport due to the high number of take-off and landings required for training.

Collection of these fees does pose a problem. Substantial staffing would have to be committed to monitor and collect such fees and may not be cost effective.

3. Hangar/Tie-Down Charges - An increase in these fees to a point where an acceptable hangar/tie-down vacancy rate is reached. Historically, the number of general aviation operations at an airport is proportionate to the number of based aircraft.
4. Insurance - If an airport were to require the general aviation aircraft owner to provide increased liability insurance which meets City requirements, this could reduce the number of aircraft based at the airport. Also, require that the City be included in the insurance policy as Additional Insured.

E. Airport Facilities

The activities at an airport are, to a great extent, governed by the amount and type of facilities available at the airport. These facilities include Fixed Base Operators (FBO), runways, taxiways, ramp space and, and flight aids.

1. Fixed Base Operators - The general aviation user relies on the airport Fixed Base Operators for fuel, aircraft repair and other related services. A reduction or elimination of FBO's at an airport would reduce general aviation activity at the facility.
2. Runways - A reduction in the number of available runways will reduce the airport's overall aircraft operating capacity. This will cause delays and increased costs for aircraft using the airport. The net result would be a reduction in total aircraft operations, and probably air service.
3. Other airports - Improvements at other airports in close proximity to the airport where a reduction is desired may further reduce traffic at the targeted facility. This would include encouraging the military to open bases such as Moffett Field Naval Air Station to accommodate general aviation users.

F. Airspace Considerations

1. Airspace - The more controlled airspace becomes, the lower the amount of general aviation activity in the controlled airspace. Historically, controlled airspace such as a Terminal Control Area (TCA) or an Airport Radar Service Area (ARSA) reduce the number of general aviation users.

Currently, the operations at Reid-Hillview Airport are not part of the San Jose International Airport Radar Service Area. The Airport Radar Service Area at the San Jose International Airport could be extended to include the Reid-Hillview Airport. A TCA could also be sought for San Jose International.

CONCLUSION

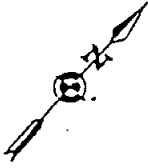
A review of the methods presented reveals no one single method by itself could significantly restrict general aviation activities at an airport. However, by combining several methods together a plan could be developed which would effectively reduce and inhibit an airport's overall general aviation activity. An example of this approach is when Santa Clara County recently established a new fee for based aircraft, the number of based aircraft at Reid-Hillview apparently decreased. It can be assumed these aircraft relocated to other surrounding airports.

III. FACILITY AND OPERATIONAL IMPROVEMENTS THE COUNTY COULD
INITIATE TO IMPROVE REID-HILLVIEW AIRPORT

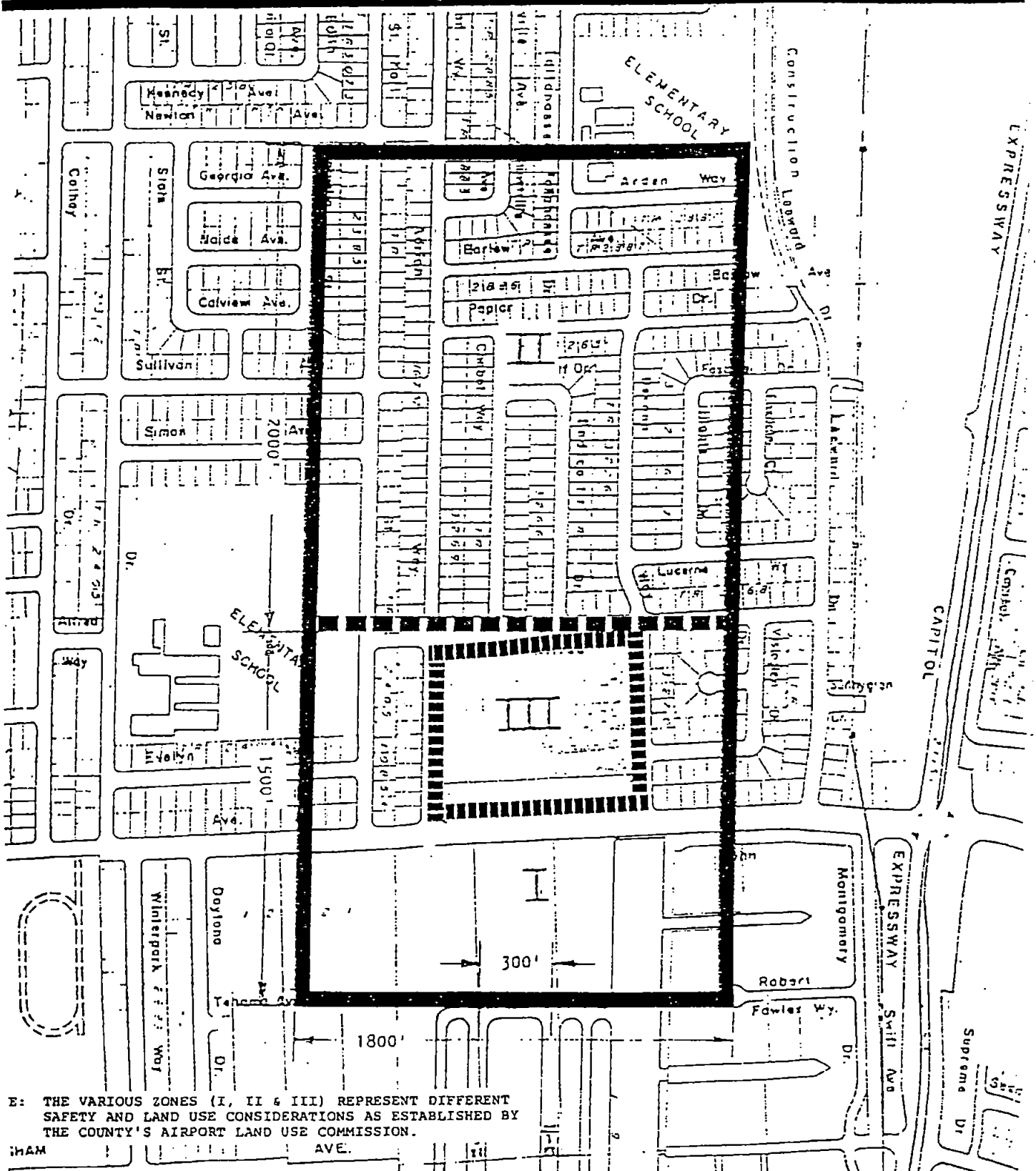
In addition to controls listed in Section II of this report, the County should pursue the following:

1. Purchase land within Federal Aviation Administration (FAA) Clear Zones and Airport Land Use Commission (ALUC) Safety Areas at north and south end of runways (see attached exhibits). Assume a minimum purchase and relocation cost of \$250,000 dollars per residential structure. If Federal funds are available to purchase and remove these structures, the County's contribution would be 10% of total cost.
 - o North Clear zone - consists of City of San Jose's Hillview park.
 - o North Safety Area - includes FAA Clear Zone, two elementary schools and approximately 76 residences in Zone I with an estimated purchase and relocation cost of \$19 million for the residences. Zone II contains approximately 418 residences with an estimated purchase and relocation cost of \$104.5 million.
 - o South Clear Zone - comprises a portion of the Eastridge Mall building and parking lot fronting on Tully Road.
 - o South Safety Area - consists of FAA Clear Zone, a substantial portion of the Eastridge Mall property, including parking lots and mall building, plus to the south of Quimby Road undeveloped residential property and developed industrial property.
2. Request from FAA that an Airport Radar Service Area (ARSA) be established for the Reid-Hillview airspace.
3. Establish an operations curfew for general aviation aircraft between the hours of 11:00 p.m. and 6:30 a.m. and other operational restrictions as appropriate.
4. Establish an Airport Safety Committee with City of San Jose representation.
5. Upgrade monitoring of aircraft, Fixed Based Operators and airfield activities, inspection and maintenance.
6. Revise land leases and operating agreements to incorporate more stringent and defined standards.
7. Establish a mandatory pilot education program for both safety and noise issues and/or increase pilot qualifications and restrictions.
8. Require additional aircraft liability insurance for based aircraft with County as Additional Insured.

Scale
1" = 500'

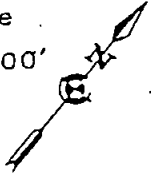


North Safety Area Reid-Hillview Airport

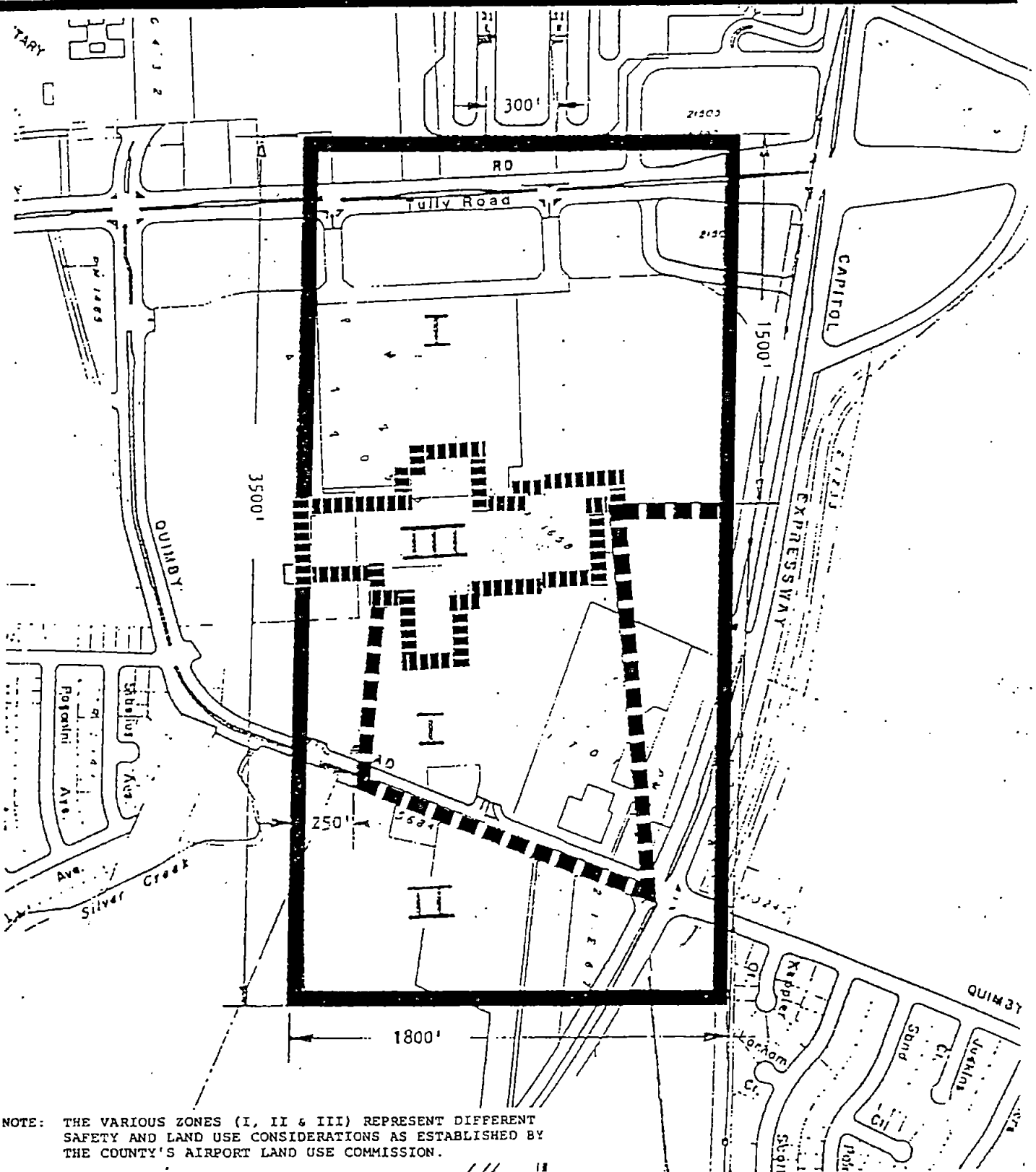


E: THE VARIOUS ZONES (I, II & III) REPRESENT DIFFERENT SAFETY AND LAND USE CONSIDERATIONS AS ESTABLISHED BY THE COUNTY'S AIRPORT LAND USE COMMISSION.

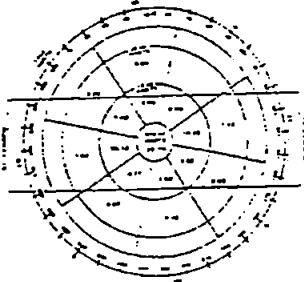
Scale
1" = 500'



South Safety Area Reid-Hillview Airport



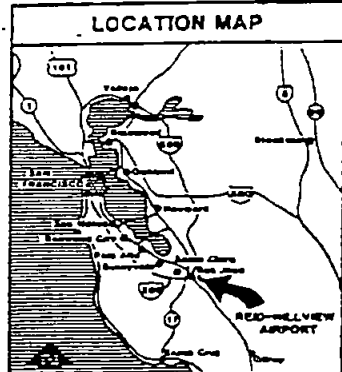
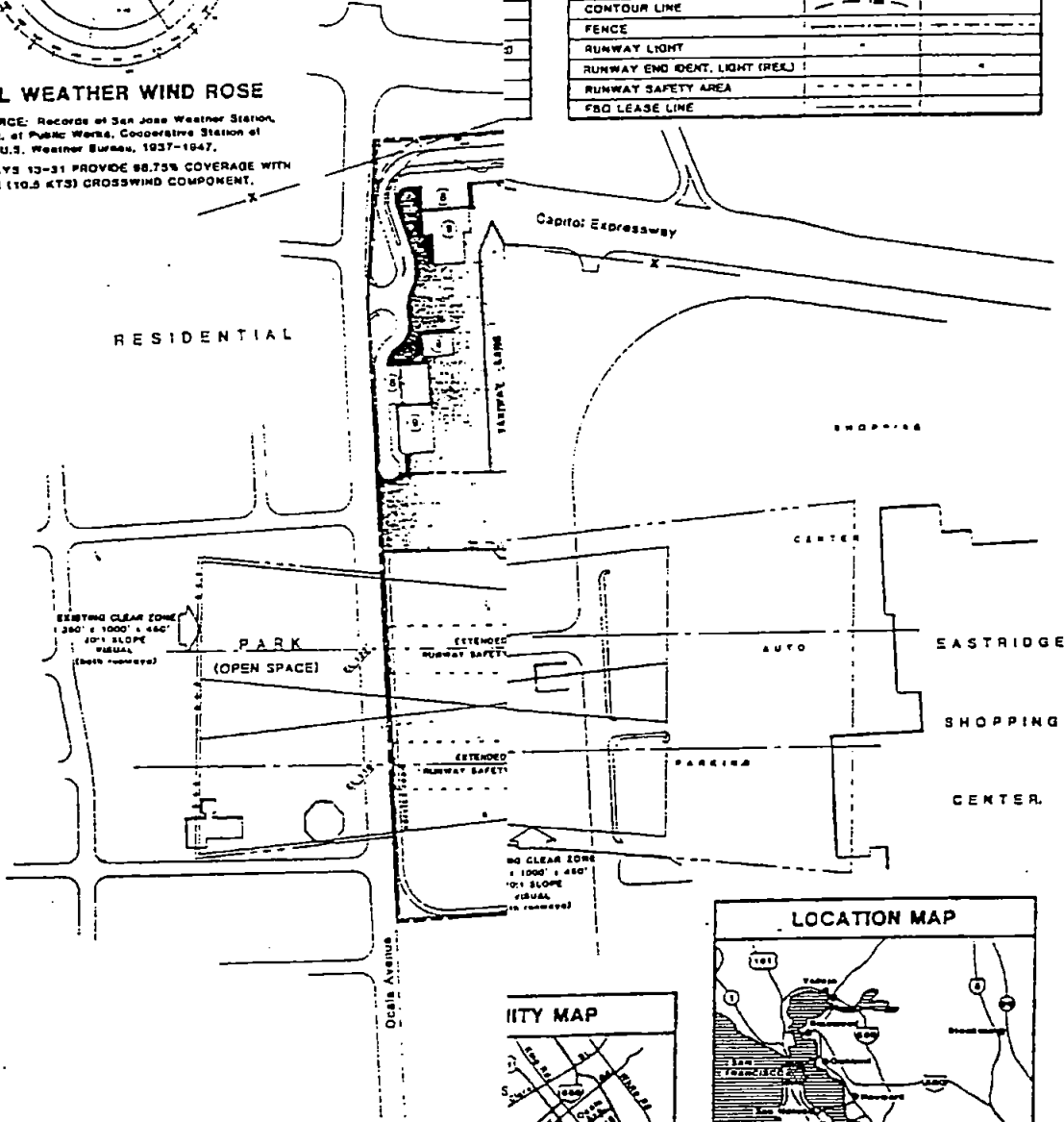
NOTE: THE VARIOUS ZONES (I, II & III) REPRESENT DIFFERENT SAFETY AND LAND USE CONSIDERATIONS AS ESTABLISHED BY THE COUNTY'S AIRPORT LAND USE COMMISSION.



ALL WEATHER WIND ROSE

SOURCE: Records of San Jose Weather Station, Dept. of Public Works, Co-operative Station of The U.S. Weather Bureau, 1937-1947.
 RUNWAYS 13-31 PROVIDE 98.75% COVERAGE WITH 12 MPH (10.5 KTS) CROSSWIND COMPONENT.

DRAWING LEGEND		
	EXISTING	FUTURE
AIRFIELD PAVEMENT		
OTHER PAVEMENT		
AIRPORT PROPERTY LINE		
AVIATION EASEMENT		
BUILDINGS		
BUILDING RESTRICTION LINE		
AIRCRAFT PARKING LIMIT		
CONTOUR LINE		
FENCE		
RUNWAY LIGHT		
RUNWAY END IDENT. LIGHT (RELI)		
RUNWAY SAFETY AREA		
FBO LEASE LINE		



	RUNWAY DATA		
	EXISTING	EXISTING	EXISTING
PHYSICAL LENGTH & WIDTH	3100' x 75'	2700' x 75'	3100' x 75'
EFFECTIVE GRADIENT (%)	48	SAME	48
PAVEMENT STRENGTH (S.O.) 1000#	7.3	SAME	7.3
INSTRUMENT RUNWAY	NO	SAME	NO
FAR PART 77 REQUIRED APPROACH SURFACES	NW 210 & 211 SW 130 & 129	VISUAL 20:1 VISUAL 20:1	SAME SAME
APPROACH AID	NW 210 & 211 SW 130 & 129	VASI	REL VASUREL
RUNWAY CLASSIFICATION	BASIC UTILITY B	SAME	BASIC UTILITY
RUNWAY MARKING	BASIC	SAME	BASIC
RUNWAY LIGHTING	MRL	SAME	NOML
TAXIWAY LIGHTING	MFL	SAME	MFL
CRITICAL AIRCRAFT	GEN. AVIATION	SAME	GEN. AVIATION

REID-HILLVIEW AIRPORT
SANTA CLARA COUNTY, CALIFORNIA

AIRPORT LAYOUT PLAN

HODGES & SHUTT AIRPORT CONSULTANTS & ENGINEERS
 AVIATION PLANNING SERVICES • Santa Clara County, California •

DESIGNED BY DSH | APPROVED BY: _____ | DATED: AUGUST 1961
 CHECKED BY DSH | SCALE: 1" = 100' | SHEET: 1 OF 3

IV. INVENTORY OF GENERAL AVIATION VACANCY RATES FOR SURROUNDING AIRPORTS

The attached table shows vacancy rates for surrounding airports within approximately 1.5 hour driving time from San Jose International Airport.

A review of the general aviation vacancy figures for these airports reveals there are approximately 3,680 total available tie-down spaces, with 854 spaces vacant. Currently at Reid-Hillview Airport there are 533 based aircraft and 97 vacant tie-down spaces, while at South County Airport there are 72 based aircraft and 55 vacant tie-down spaces. If Reid-Hillview Airport and South County Airport were to close, their combined number of 605 based aircraft could be dispersed to the vacant tie-down spaces at the listed airports. Aside from accommodating all of Reid-Hillview's and South County's based aircraft, there would still be an excess of 97 vacant tie-down spaces at surrounding airports, excluding the vacant tie-down spaces at Reid-Hillview Airport and South County Airport.

GENERAL AVIATION VACANCY RATES FOR SURROUNDING AIRPORTS

AIRPORT	DISTANCE FROM SJC(MI)	TOTAL NO. TIE DOWNS	VACANT TIE DOWNS	VACANCY RATE	NO. OF BASED AIRCRAFT	TIE DOWNS	SHELTERS	HANGARS	WAITING LIST* (Years)
SAN JOSE		313	0	0%	534	\$78-\$135 Taxi	\$119	\$154-\$287	12 to 20
						\$63-\$ 72 Tail			
REID-HILLVIEW	10	414 FBO	90 FBO	22%	533	\$88-\$108 Taxi	\$141-\$177	\$230-\$265	5 to 10
		26 CO	7 CO	27%		\$71-\$103 Tail			
SOUTH COUNTY	35	40 FBO	9 FBO	23%	72	\$88-\$108 Taxi	\$141-\$177	\$230-\$265	None
		64 CO	46 CO	72%		\$71-\$103 Tail			
PALO ALTO	15	109 FBO	29 FBO	27%	311	\$88-\$180 Taxi	N/A		None
		366 CO	58 CO	16%		\$71-\$103 Tail			
HOLLISTER	51	97	7	7%	165	\$40 Single	N/A	\$158	10
						\$60 Twin			
SALINAS	66	103	35	34%	230	\$28 Single	\$44	\$60-\$175	1 to 10
						\$37 Twin			
MONTEREY	82	60	0	0%	185	\$45 Single	N/A	\$85-\$150	3 to 5
WATSONVILLE	49	277	30	11%	285	\$38	N/A	\$95-\$135	6 to 7
MODESTO	85	135	80	59%	184	\$61 Taxi	N/A	\$77-\$153	1 to 1.5
STOCKTON METRO	70	93	24	26%	246	\$41 Single	N/A	\$63-\$154	5 to 6
						\$48 Twin			
LIVERMORE	32	293	85	29%	603	\$49	\$97	\$163-\$2,00	3
HAYWARD	30	200	140	70%	530	\$63 Single	N/A	\$197	3
						\$99 Twin			
OAKLAND NO. FIELD	37	114	40	35%	219	\$71 Single	N/A	\$153-\$286	None
						\$99 Twin			
HALF MOON BAY	45	35	20	57%	100	\$38	\$145-\$222	N/A	None
SAN CARLOS	24	500	2	0.40%	500	\$65 Single	N/A	\$165-\$475	18
TRACY	56	153	115	75%	103	\$15	N/A	\$55-\$75	None
BUCHANAN FIELD CONCORD	54	288	37	13%	640	\$45	\$95	\$235-\$550	10
TOTALS	N/A	3,680	854	23%	5,440	N/A	N/A	N/A	N/A

* A portion of any waiting list is comprised of existing based aircraft, i.e. tie down and shelter occupants seeking hangar space.
 A waiting list reflects only some level of latent demand and is not necessarily indicative of actual demand.

V. COUNTY'S RESPONSE TO MAY 10, 1990 LETTER FROM SAN JOSE CITY MANAGER
TO COUNTY EXECUTIVE

Attached is a copy of the May 10, 1990 letter and a copy of the County Executive's response to the letter.

County of Santa Clara

Office of the County Executive

County Government Center, East Wing
20 West Harding Street
San Jose, California 95110
(408) 299-7424

RECEIVED
CITY MANAGER

30 JUN 12 PM 4:29



June 4, 1990

Mr. Les White
City Manager
City of San Jose
801 North First Street
San Jose, CA 95110

Dear Les:

The following are the responses to your questions on Reid Hillview Airport that were listed in your letter to me dated May 10, 1990.

- What are the County's intentions with regard to closing or relocating Reid-Hillview Airport?

The County has been looking into the feasibility of closing or relocating Reid Hillview, as well as the possibility of San Jose City taking responsibility for operating the airport. The city manager has indicated that the city is not interested in taking over the Reid Hillview airport operation.

- Are there any plans or projections for the further development or increased activity levels at the airport?

The only immediate "development" plans for Reid-Hillview Airport (RHV) involves the maintenance/restoration/repair of existing County facilities; there are no immediate plans for the development of any new County facilities. Future capital development projects identified in the 1982 RHV Master Plan included the following potential County projects:

- runway 13-R/31-L lighting
- taxiway & run-up area improvements/new compass rose
- visual approach slope indicators (13-R & 13-L)
- additional aircraft parking (tie-down, shelters & hangers)
- internal vehicular roads & auto parking/fencing & gates

Based upon the assumption that "increased activity levels" pertains to aircraft operations (landing and take-offs), historical activity levels indicate wide fluctuations over the past twelve (12) years ranging from a high of 398,640 in 1978, to a low of 137,019 in 1982, to a current level of 196,568 in 1989. The current trend is upwards, with 207,481 operations recorded for the twelve (12) months ending April 30, 1990.

- Are there County policies relating to operation of the Palo Alto and/or South County Airports that differ from those applicable to Reid-Hillview (i.e., curfews, based aircraft caps, flight restrictions, etc.)? If so, what are the bases for the differences?

Written into the lease between the County and the City of Palo Alto pertaining to the County's operation of Palo Alto Airport is a provision which places an "artificial" limit on the allowable number of tie-down spaces; this number is subject to interpretation, but approximates 550 (there are currently 475 tie-down spaces of which 388 are occupied).

Major Policies which apply uniformly to Reid-Hillview, Palo Alto and South County are contained in a County Ordinance, as well as Rules and Regulations.

Operations variations exist in the form of "Good Neighbor Policies" for each airport which address hours of training operations, altitude turns, pattern altitude, etc.

- How many aircraft operations occurred at Reid-Hillview Airport during the last twelve months?

For the twelve months ending April 30, 1990, there were 207,481 aircraft operations at Reid-Hillview Airport.

- What are the estimated percentages of flight activity at Reid-Hillview for the following categories: Corporate/Business, Recreation/Sport, Primary/Advanced Training, and Law Enforcement/Emergency (Medical)?

No records are maintained by the County which would establish a profile of flight activities at Reid-Hillview in the Categories of business, recreation, training, emergency, etc.

- What actions have been taken in recent months to make the airport safer? Are there planned actions to further improve the safety of the airport.

The County's airports are subject to periodic inspections by the Federal Aviation Administration (FAA) as well as the State of California, Division of Aeronautics. The most recent inspections by those agencies did not identify any airport/airfield facilities that could be construed as unsafe or needing corrective action. The only minor Reid-Hillview item that requires action is the repainting of the markings on the displaced runway thresholds from white to yellow (this remarking will be accomplished this summer).

A planned two year maintenance project which will add a greater margin of safety to Reid-Hillview involves perimeter fencing and gates which would further restrict accidental airfield incursions by animals and pedestrians.

What is the current policy on helicopter operations at the airport? Has there been a recent expansion of helicopter operations?

The County's current policy is to discourage helicopter operations at Reid-Hillview Airport. Over the course of time at Reid-Hillview, there have been limited operations by based helicopters, but none during the past few years; however, there are presently two based helicopters-one used for FBD flight training (Robinson R-22) and one apparently used for private business purposes. The County's clear understanding with the operator of the R-22 is that helicopter arrivals and departures are allowed, but that training operations may not use Reid-Hillview's Airspace.

- What are the general terms and conditions of the lease agreement between the County and Harvest Bank?

There is no lease agreement between the County and Second Harvest Food Bank at this time. However such an agreement is being considered.

- What elements of work were accomplished at the airport with the proceeds of the August 1988 FAA Grant for \$539,863?


The scope of work accomplished under the 1988 FAA Grant is as follows:

1. Asphaltic Concrete Overlay (92,000 square yards)
 - Runways 13R-31L and 13L-31R
 - Parallel taxiways, cross taxiways and run-up pads
2. Slurry Sealing (35,000 square yards)
 - Aircraft parking aprons
 - Stub apron taxiways
3. Pavement Reconstruction (dig out failed surfaces and repair aggregate base 8,000 square yards)
4. Upgrading shoulder and drainage
5. Airfield striping (pavement markings)
6. New Asphaltic Concrete Surface (500 square yards)
 - Connect parallel taxiways with 75' long stub taxiway

Page 4
Reid-Hillview Airport

I hope this information provided is helpful to you. I look forward to the continuing discussions with the city representatives on the disposition on Reid-Hillview Airport. Should you wish any additional information, please contact Sharon Morentin who will be the County's Staff liaison on this issue.

Sincerely,


Sally Reed
County Executive

nb/SR



CITY OF SAN JOSÉ, CALIFORNIA

801 NORTH FIRST STREET
SAN JOSE, CALIFORNIA 95110
TELEPHONE (408) 277-4000

CITY MANAGER

May 10, 1990

Ms. Sally Reed
County Executive
County of Santa Clara
70 West Hedding
San Jose, CA 95110

Dear Sally:

As a result of the May 6, 1990, aircraft accident near the Reid-Hillview Airport, the City Council, at its May 8 meeting, directed that an inquiry be made to the County of Santa Clara to obtain answers to certain questions. An early response to these questions will be very helpful to the City Council in gaining a greater understanding of the County's operation of Reid-Hillview:

What are the County's intentions with regard to closing or relocating Reid-Hillview airport?

Are there any plans or projections for the further development or increased activity levels at the airport?

Are there County policies relating to operation of the Palo Alto and/or South County Airports that differ from those applicable to Reid-Hillview (i.e., curfews, based aircraft caps, flight restrictions, etc.)? If so, what are the bases for the differences?

How many aircraft operations occurred at Reid-Hillview Airport during the last twelve months?

What are the estimated percentages of flight activity at Reid-Hillview for the following categories: Corporate/Business, Recreation/Sport, Primary/Advanced Training, and Law Enforcement/Emergency (Medical)?

What actions have been taken in recent months to make the airport safer? Are there planned actions to further improve the safety of the airport?

What is the current policy on helicopter operations at the airport? Has there been a recent expansion of helicopter operations?

Sally Reed

-2-

May 10, 1990

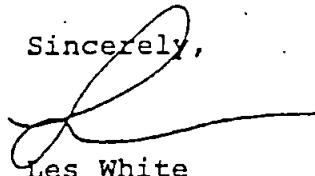
What are the general terms and conditions of the lease agreement between the County and Harvest Bank?

What elements of work were accomplished at the airport with the proceeds of the August 1988 FAA Grant for \$539,863?

The City Council expressed a strong interest in closing or relocating Reid-Hillview as soon as possible. In the interim, all possible safety practices and other restrictions that enhance the safety of residents and the airport is of the highest priority. Please let me know if you need any clarification with respect to the City's position on this matter because we wish to facilitate an expeditious response to our concerns.

I would also like to add that Ralph Tonseth, Director of Aviation, will be our staff liaison to the County regarding issues pertaining to the operation of Reid-Hillview.

Sincerely,

A handwritten signature in black ink, appearing to read "Les White". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Les White

cc - Mayor and City Council
Regina Williams
Ralph Tonseth

CITY OF SAN JOSE - MEMORANDUM

TO: The Honorable Mayor and
City Council

FROM: Ralph G. Tonseth
Director of Aviation

SUBJECT: REID-HILLVIEW AIRPORT

DATE: June 13, 1990

APPROVED

DATE

Council District: Citywide

BACKGROUND

On May 8, 1990, the City Council requested review by the Airport Commission of issues related to Reid-Hillview Airport. On June 7, 1990, the Commission held a Committee of the Whole meeting to discuss these issues. At the meeting, staff presented a draft report evaluating Reid-Hillview Airport and particularly the impacts its closure might have on operations at San Jose International Airport. An updated copy of the report is attached to this memorandum.

ANALYSIS

Section I of the attached report presents an analysis of the impacts that the closing of Reid-Hillview Airport and South County would have on San Jose International Airport. The degree to which controls are placed on general aviation activities at San Jose International will determine the level of impact of the displaced general aviation aircraft. If no controls are placed, extensive delays to air carrier operations will take place resulting in higher costs to the airlines. Conversely, if controls are implemented which preclude displaced aircraft from basing or operating at San Jose International Airport, the effect of the closures on San Jose International Airport may be minimal.

Section II of the report lists the types of measures which could be used to restrict or reduce general aviation activities at airports. A combination of these measures as part of an overall program could effectively be used to restrict and inhibit general aviation activities at an airport. It should be noted that these measures have not yet been reviewed by our City Attorney for their conformance with applicable Federal and State Laws.

Section III of the report assumes Reid-Hillview Airport will remain open and examines potential measures to improve its safety and environmental compatibility. Items discussed include an operations curfew, purchase of land and relocation of residences situated within the County Airport Land Use Commission's Safety Areas.

The Honorable Mayor and City Council
REID-HILLVIEW AIRPORT
June 13, 1990
Page Two

Section IV of the report presents data compiled on the based aircraft vacancy rates for surrounding airports within an approximately 1.5 hour driving time from San Jose International Airport. The results indicate that there is currently a sufficient number of vacant tie-down spaces at surrounding airports to accommodate all the based aircraft at Reid-Hillview Airport if it were closed. If South County Airport were to close as well, it would affect the ability to relocate aircraft to other airports, although the table does indicate sufficient vacancies exist.

Section V of the report consists of the May 10, 1990 letter from the City Manager to the County Executive regarding operations at Reid-Hillview Airport. A response from the County Executive was received on June 12, 1990, and is attached to this report.

Based on the information from the report, staff has identified four alternate scenarios concerning possible action related to Reid-Hillview Airport.

Scenario A. Closure of Reid-Hillview Airport and no restrictions on general aviation activities at San Jose International Airport. Under this scenario, the closing of Reid-Hillview Airport and South County Airport would then have a very significant impact on the facilities and operations at San Jose International Airport. Delays to all flights will increase, resulting in added costs estimated to be \$29 million per year in 1995. While the FAA and the Airport Department will ensure that San Jose International Airport and the airspace surrounding it are operated in a safe manner, the margin of safety may decrease as more general aviation aircraft are added to the San Jose International Airport fleet mix. Other effects of this scenario would include a decrease in the City's ability to maintain and expand its commercial air service and an increased demand for staff time to monitor general aviation activities.

Scenario B. Closure of Reid-Hillview Airport and South County Airport and strict controls on general aviation activities at San Jose International Airport. If controls were implemented restricting general aviation activities at San Jose International Airport, the closure of Reid-Hillview and South County may then have a negligible impact. However, the City Council would need to take specific actions limiting general aviation activity. Such actions may prompt vigorous opposition from local and national general aviation organizations. However, a reduction in general aviation traffic would enhance the Airport's ability to accommodate air carrier operations and potentially increase the margin of safety in the operation of the Airport and its surrounding airspace.

Scenario C. The County does not close Reid-Hillview Airport. If Reid-Hillview Airport remains open, the County may not have sufficient funds to improve the airport or acquire property within the Safety Areas. This scenario may therefore represent a continuation of the status quo which would be unacceptable to the residents near Reid-Hillview.

Scenario D. The County's responsibility for operating Reid-Hillview Airport is transferred to the City of San Jose. This scenario should only be considered by the City under very favorable conditions that would have to be negotiated with the County. It is assumed the negotiations would also include transfer of the South County Airport to the City, as it may not be a self-sufficient component of the Santa Clara County air transportation network. Under this scenario, the Airport Department would devote additional staff and financial resources to upgrade the Airport and its environs. The identification of financial resources could involve negotiations with the airlines, as use of Airport Enterprise Fund revenues for these purposes might conflict with the airline master lease and airport revenue bond resolution. The continued operation of South County Airport is an important consideration; as it provides a vital service for small general aviation aircraft.

RECENT AIRPORT COMMISSION/COUNTY BOARD OF SUPERVISORS ACTION

On June 11, 1990, the Airport Commission at its regular meeting took action to approve the following motion:

That the Airport Commission draft a document that would look at four issues concerning Reid-Hillview Airport and forward that document with a recommendation to the City Council. The four study items are:

1. In the short-term, Airport staff of both City and County to look at methods to mitigate some of the traffic at Reid-Hillview, and to review safety measures of pilots;
2. To re-look at sites for construction of a bounce strip;
3. In the long-term, develop a process for San Jose to acquire ownership of Reid-Hillview Airport and South County Airport, including consideration of establishing an Airport Authority to operate all the airports within Santa Clara County;
4. That the City of San Jose look at the purchase of homes in the Safety Areas and look for funding similar to the Guadalupe Gardens (Coleman Loop).

The Honorable Mayor and City Council
REID-HILLVIEW AIRPORT
June 13, 1990
Page Four

On June 12, 1990, the County Board of Supervisors took action, on a vote of 3-2-0, to approve a motion by Supervisor Lofgren to do the following:

1. To declare the intent to close Reid-Hillview Airport.
2. Begin the process to develop an Implementation Plan for closure of Reid-Hillview Airport.
3. Initiate the environmental review process of closure.
4. Develop re-use alternatives for site.
5. Authorize County Counsel to begin legal process to close the airport.
6. Continue to meet with the City of San Jose and seek the City's financial support in closing Reid-Hillview Airport.

The Board of Supervisors also approved, by a vote of 5-0-0, a motion by Supervisor McKenna stating that the Board of Supervisors is opposed to joint use of Moffett Field and any expansion of the South County Airport beyond the limits identified in the Santa Clara County Airports Master Plan.

RECOMMENDATION

In light of the County's June 12, 1990 action concerning the closure of Reid-Hillview Airport, the following is recommended:

1. Council direction to staff to develop a program for restricting general aviation activity at San Jose International Airport. This program would be brought to the Council for review and approval prior to implementation.
2. Council provide direction to staff on other possible action with regard to the proposed closure of Reid-Hillview.



Ralph G. Tonseth
Director of Aviation

RGT:CS:kpg

(0006N/0001N)

I. IMPACTS OF REID-HILLVIEW CLOSURE ON SAN JOSE INTERNATIONAL

The issues surrounding the closure of Reid-Hillview Airport and its effects on the San Jose International Airport have been previously analyzed by the San Jose Airport Department in the report entitled 1986 REID-HILLVIEW AIRPORT EVALUATION STUDY. The following information summarizes and updates its conclusions and recommendations.

A. Airport Activity - Santa Clara County

A major assumption of the 1986 Reid-Hillview Evaluation Study was there would continue to be no restrictions on general aviation activities at the San Jose International Airport, an assumption which is no longer valid in view of the demand forecasts contained in the ongoing Airport Master Plan Update.

Of the four public airports in Santa Clara County, San Jose International, owned and operated by the City of San Jose, is the only airport to provide air carrier service, in addition to air cargo and general aviation activities which include business, recreation and training flights. The other three airports, operated by Santa Clara County, are Reid-Hillview, Palo Alto, and South County. The County airports are used for general aviation activities involving recreation, business and training flights.

The 1986 Reid-Hillview Evaluation Study looked at the 1985 activity levels for all four airports in Santa Clara County. The table below shows the 1985 activity levels as well as the recent 1989 activity levels for each airport.

ANNUAL OPERATIONS

<u>Airport</u>	<u>Based Aircraft</u>	<u>Air Carrier</u>	<u>Air Taxi/Commuter</u>	<u>General Aviation</u>	<u>Military</u>	<u>Total</u>
San Jose Int'l						
1985	608	75,207	17,542	272,083	727	365,559
1989	668	97,172	35,884	180,463	813	314,332
Reid-Hillview						
1985	784*	-	111	220,534	46	220,691
1989	527	-	-	196,568	2	196,570
Palo Alto						
1985	584*	-	634	185,289	-	185,923
1989	486	-	37	215,564	216	215,817
South County						
1985	105*	-	-	90,000	-	90,000
1989	86	-	-	90,000	-	90,000
Totals						
1985	2,081	75,207	18,287	767,906	773	862,173
1989	1,767	97,172	35,921	682,595	1,031	816,719

* The 1985 figures were estimates only and subsequent review by County Staff indicate actual figures were probably lower.

GENERAL AVIATION VACANCY RATES FOR SURROUNDING AIRPORTS

AIRPORT	DISTANCE FROM SJC(MI)	TOTAL NO. TIE DOWNS	VACANT TIE DOWNS	VACANCY RATE	NO. OF BASED AIRCRAFT	TIE DOWNS	SHELTERS	HANGARS	WAITING LIST* (Years)
SAN JOSE	- -	313	0	0%	534	\$78-\$135 Taxi \$63-\$ 72 Tail	\$119	\$154-\$287	12 to 20
REID-HILLVIEW	10	414 FBO	90 FBO	22%	533	\$88-\$108 Taxi	\$141-\$177	\$230-\$265	5 to 10
		26 CO	7 CO	27%		\$71-\$103 Tail			
SOUTH COUNTY	35	40 FBO	9 FBO	23%	72	\$88-\$108 Taxi	\$141-\$177	\$230-\$265	None
		64 CO	46 CO	72%		\$71-\$103 Tail			
PALO ALTO	15	109 FBO	29 FBO	27%	311	\$88-\$180 Taxi	N/A		None
		366 CO	58 CO	16%		\$71-\$103 Tail			
HOLLISTER	51	97	7	7%	165	\$40 Single	N/A	\$158	10
						\$60 Twin			
SALINAS	66	103	35	34%	230	\$28 Single	\$44	\$60-\$175	1 to 10
						\$37 Twin			
MONTEREY	82	60	0	0%	185	\$45 Single	N/A	\$85-\$150	3 to 5
WATSONVILLE	49	277	30	11%	285	\$38	N/A	\$95-\$135	6 to 7
MODESTO	85	135	80	59%	184	\$61 Taxi	N/A	\$77-\$153	1 to 1.5
STOCKTON METRO	70	93	24	26%	246	\$41 Single	N/A	\$63-\$154	5 to 6
						\$48 Twin			
LIVERMORE	32	293	85	29%	603	\$49	\$97	\$163-\$2,00	3
HAYWARD	30	200	140	70%	530	\$63 Single	N/A	\$197	3
						\$99 Twin			
OAKLAND NO. FIELD	37	114	40	35%	219	\$71 Single	N/A	\$153-\$286	None
						\$99 Twin			
HALF MOON BAY	45	35	20	57%	100	\$38	\$145-\$222	N/A	None
SAN CARLOS	24	500	2	0.40%	500	\$65 Single	N/A	\$165-\$475	18
TRACY	56	153	115	75%	103	\$15	N/A	\$55-\$75	None
BUCHANAN FIELD CONCORD	54	288	37	13%	640	\$45	\$95	\$235-\$550	10
TOTALS	N/A	3,680	854	23%	5,440	N/A	N/A	N/A	N/A

* A portion of any waiting list is comprised of existing based aircraft, i.e. tie down and shelter occupants seeking hangar space.

A waiting list reflects only some level of latent demand and is not necessarily indicative of actual demand.

II. CONTROL/RESTRICTIONS OF GENERAL AVIATION

There are numerous possible methods available to significantly reduce, restrict or inhibit general aviation activities at airports. The methods outlined below are organized into six different sections. The degree to which general aviation activities are limited is directly related to the degree of implementation of these methods. Prior to implementation, there needs to be further research and analysis to determine compliance with Federal and State law.

A. Based Aircraft Reductions

1. Do not fill tie-down vacancies as they occur. Attrition will eventually remove number of based aircraft.
2. If the airports were to adopt the new FAA criteria for General Aviation taxiway clearance as defined in FAA advisory circular (AC) 150/5300-13, the number of available spaces at airports would be reduced due to increased taxiway dimensions. The advisory circular recommends a distance of 81 feet between opposite parking "T"s. This criteria is not now a mandatory requirement and is designed to improve ground circulation of aircraft. The affect of this on limiting the number of based aircraft would be significant, and with further review could be quantified for each Airport.
3. Promote basing High Performance general aviation aircraft at the airport. High Performance type aircraft as a rule are larger, thereby requiring more space, resulting in fewer aircraft being based in the same available parking area.
4. Provide taxi-in, taxi-out aircraft parking spaces only. The increased space required to accommodate this type of operation would further reduce the number of aircraft that can park in a given area.
5. Eliminate airfield parking of privately owned automobile vehicles. Additionally, revenues could be generated by imposing parking fees in the off-airfield automobile parking lots.

B. Curfew/Noise Restrictions

1. Establish a General Aviation curfew.
2. Establish a maximum SENEL level for on based aircraft.
3. Institute a mandatory "noise sensitivity" training class to be attended by all pilots of based aircraft. Classes to be held twice per year, with attendance a prerequisite for permitting a pilot to base aircraft at the airport.

C. Pilot Qualifications and Restrictions

1. Pilots required to have a minimum flight experience in hours, e.g., 200 hours of total pilot in command flight time in order to base aircraft.
2. No solo operations. Minimum of at least two persons per aircraft. This will result in a better utilization of aircraft.

3. Eliminate all training operations, at the airport. This action alone will have a significant impact on the total number of operations an airport could expect.
4. Institute a requirement that owners of all based aircraft meet a residency requirement.

D. Fees, Taxes and Insurance

Since general aviation is very price sensitive, any increase in cost to the general aviation user could eventually reduce the number of General Aviation Operations.

1. Fuel Flowage Fee - increase the charge per gallon for aviation fuel sold on the Airport.
2. Landing Fee - The courts have ruled a landing fee imposed on General Aviation Operations is legal provided it is reasonable. Boston Logan Airport, Boston Mass., imposed such a fee in an effort to reduce general aviation traffic at its facility in 1988. The action was challenged in court by the general aviation community. The Airport authority lost its case in court because it charged the same \$125.00 fee for any aircraft operation, commercial 747 Jumbo Jet or general aviation Cessna 172. The court ruled that the fees were unreasonable for the smaller aircraft as it did not have the same impact on the facility or require the same services as the larger aircraft.

A significant, but reasonable fee imposed on general aviation landing operations should reduce the level of general aviation activity at a given facility. This fee could be based on type, size and weight of aircraft.

Such a fee if established for general aviation aircraft would virtually eliminate general aviation aircraft flight instruction at the Airport due to the high number of take-off and landings required for training.

Collection of these fees does pose a problem. Substantial staffing would have to be committed to monitor and collect such fees and may not be cost effective.

3. Hangar/Tie-Down Charges - An increase in these fees to a point where an acceptable hangar/tie-down vacancy rate is reached. Historically, the number of general aviation operations at an airport is proportionate to the number of based aircraft.
4. Insurance - If an airport were to require the general aviation aircraft owner to provide increased liability insurance which meets City requirements, this could reduce the number of aircraft based at the airport. Also, require that the City be included in the insurance policy as Additional Insured.

E. Airport Facilities

The activities at an airport are, to a great extent, governed by the amount and type of facilities available at the airport. These facilities include Fixed Base Operators (FBO), runways, taxiways, ramp space and, and flight aids.

1. Fixed Base Operators - The general aviation user relies on the airport Fixed Base Operators for fuel, aircraft repair and other related services. A reduction or elimination of FBO's at an airport would reduce general aviation activity at the facility.
2. Runways - A reduction in the number of available runways will reduce the airport's overall aircraft operating capacity. This will cause delays and increased costs for aircraft using the airport. The net result would be a reduction in total aircraft operations, and probably air service.
3. Other airports - Improvements at other airports in close proximity to the airport where a reduction is desired may further reduce traffic at the targeted facility. This would include encouraging the military to open bases such as Moffett Field Naval Air Station to accommodate general aviation users.

F. Airspace Considerations

1. Airspace - The more controlled airspace becomes, the lower the amount of general aviation activity in the controlled airspace. Historically, controlled airspace such as a Terminal Control Area (TCA) or an Airport Radar Service Area (ARSA) reduce the number of general aviation users.

Currently, the operations at Reid-Hillview Airport are not part of the San Jose International Airport Radar Service Area. The Airport Radar Service Area at the San Jose International Airport could be extended to include the Reid-Hillview Airport. A TCA could also be sought for San Jose International.

CONCLUSION

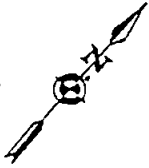
A review of the methods presented reveals no one single method by itself could significantly restrict general aviation activities at an airport. However, by combining several methods together a plan could be developed which would effectively reduce and inhibit an airport's overall general aviation activity. An example of this approach is when Santa Clara County recently established a new fee for based aircraft, the number of based aircraft at Reid-Hillview apparently decreased. It can be assumed these aircraft relocated to other surrounding airports.

III. FACILITY AND OPERATIONAL IMPROVEMENTS THE COUNTY COULD INITIATE TO IMPROVE REID-HILLVIEW AIRPORT

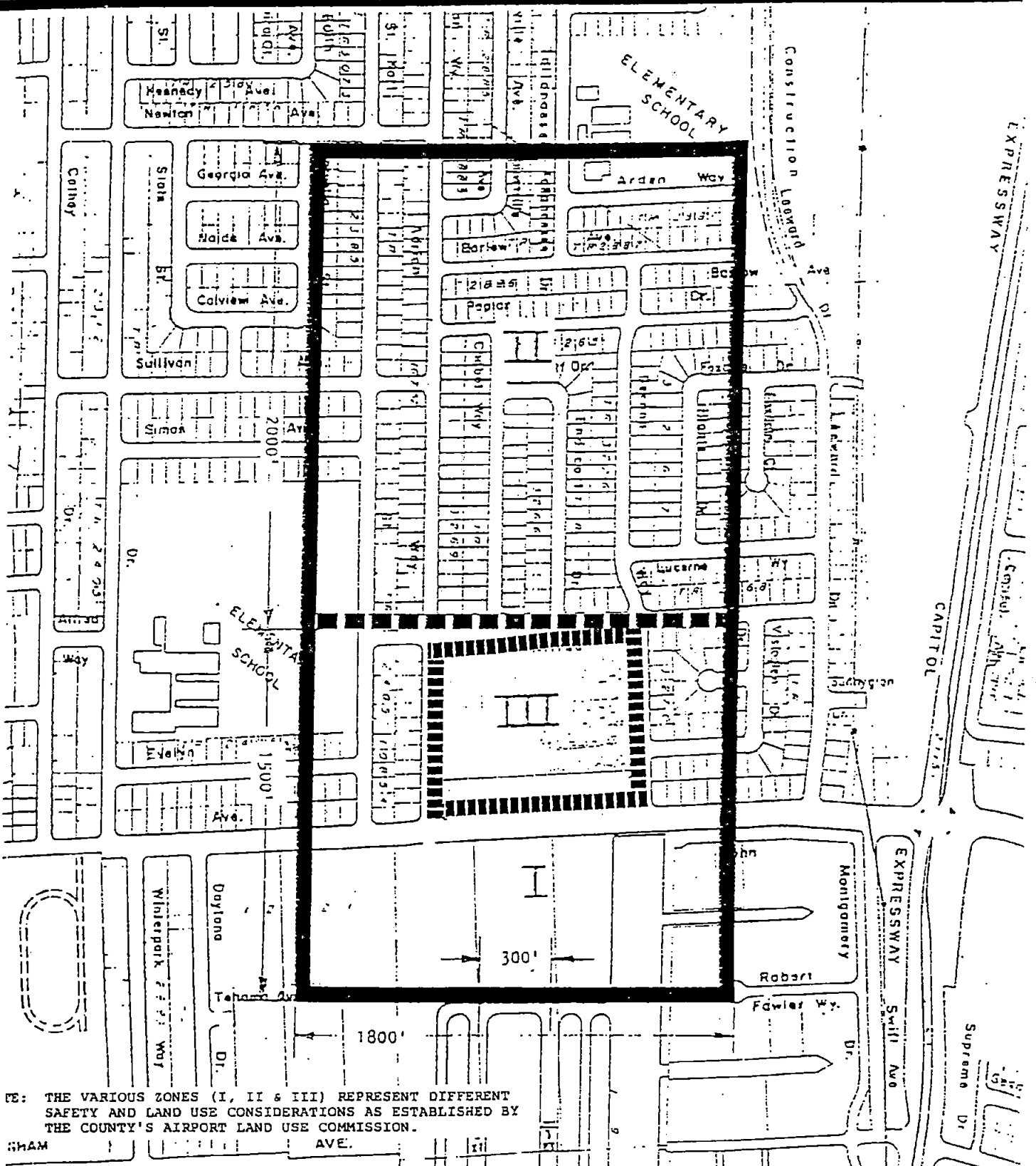
In addition to controls listed in Section II of this report, the County should pursue the following:

- 124.5 million -
494 residences
Neigh. Preserv.
1. Purchase land within Federal Aviation Administration (FAA) Clear Zones and Airport Land Use Commission (ALUC) Safety Areas at north and south end of runways (see attached exhibits). Assume a minimum purchase and relocation cost of \$250,000 dollars per residential structure. If Federal funds are available to purchase and remove these structures, the County's contribution would be 10% of total cost.
 - o North Clear zone - consists of City of San Jose's Hillview park.
 - o North Safety Area - includes FAA Clear Zone, two elementary schools and approximately 76 residences in Zone I with an estimated purchase and relocation cost of \$19 million for the residences. Zone II contains approximately 418 residences with an estimated purchase and relocation cost of \$104.5 million.
 - o South Clear Zone - comprises a portion of the Eastridge Mall building and parking lot fronting on Tully Road.
 - o South Safety Area - consists of FAA Clear Zone, a substantial portion of the Eastridge Mall property, including parking lots and mall building, plus to the south of Quimby Road undeveloped residential property and developed industrial property.
 2. Request from FAA that an Airport Radar Service Area (ARSA) be established for the Reid-Hillview airspace.
 3. Establish an operations curfew for general aviation aircraft between the hours of 11:00 p.m. and 6:30 a.m. and other operational restrictions as appropriate.
 4. Establish an Airport Safety Committee with City of San Jose representation.
 5. Upgrade monitoring of aircraft, Fixed Based Operators and airfield activities, inspection and maintenance.
 6. Revise land leases and operating agreements to incorporate more stringent and defined standards.
 7. Establish a mandatory pilot education program for both safety and noise issues and/or increase pilot qualifications and restrictions.
 8. Require additional aircraft liability insurance for based aircraft with County as Additional Insured.

Scale
1" = 500'

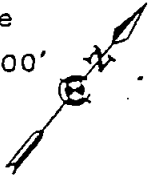


North Safety Area Reid-Hillview Airport

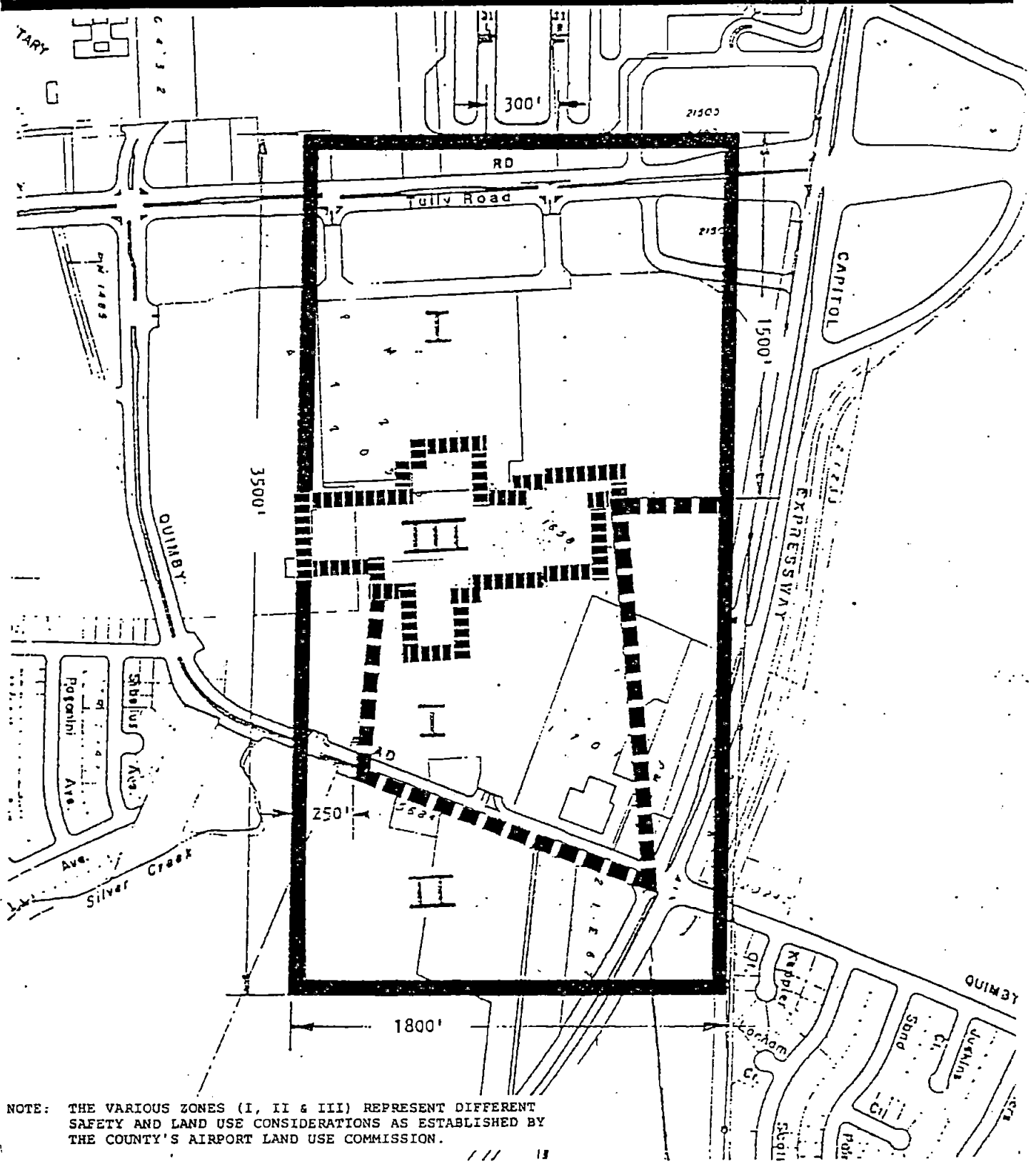


NOTE: THE VARIOUS ZONES (I, II & III) REPRESENT DIFFERENT SAFETY AND LAND USE CONSIDERATIONS AS ESTABLISHED BY THE COUNTY'S AIRPORT LAND USE COMMISSION.

Scale
1" = 500'



South Safety Area Reid-Hillview Airport



APPLICATION FOR FEDERAL ASSISTANCE

Attachment 1

Application - Parts I through V

Attachment 2

Title VI Assurances

Attachment 3

Property Map

Attachment 1

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION IDENTIFIER	a. NUMBER NONE	3. STATE APPLICATION IDENTIFIER <small>NOTE: TO BE ASSIGNED BY STATE</small>	b. NUMBER NONE
3. TYPE OF SUBMISSION (Mark appropriate box) <input type="checkbox"/> NOTICE OF INTENT (OPTIONAL) <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION		b. DATE Year month day 19		b. DATE ASSIGNED Year month day 19	
		<i>Leave Blank</i>			
4. LEGAL APPLICANT/RECIPIENT a. Applicant Name: County of Santa Clara b. Organization Unit: Transportation Agency c. Street/P.O. Box: 2500 Cunningham Way d. City: San Jose e. County: Santa Clara f. State: California g. ZIP Code: 95148 h. Contact Person (Name & Telephone No.): Donald C. Flynn (408) 299-3551				5. EMPLOYER IDENTIFICATION NUMBER (EIN) 94-6000533 6. PROGRAM (From CFDA) a. NUMBER: 2 0 1 0 6 b. TITLE: AIRPORT IMPROVEMENT PLAN	
7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.) Rehabilitation of airfield pavement at Reid-Hillview Airport				8. TYPE OF APPLICANT/RECIPIENT A-State B-Interstate C-Substate D-County E-City F-School District G-Special Purpose District H-Community Action Agency I-Higher Educational Institution J-Indian Tribe K-Other (Specify): Enter appropriate letter <input checked="" type="checkbox"/> D	
9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.) City of San Jose County of Santa Clara			10. ESTIMATED NUMBER OF PERSONS BENEFITING 200,000	11. TYPE OF ASSISTANCE A-Basic Grant B-Supplemental Grant C-Loan D-Insurance E-Other Enter appropriate letter(s) <input checked="" type="checkbox"/> A	
12. PROPOSED FUNDING a. FEDERAL \$ 539,863 .00 b. APPLICANT 59,985 .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. Total \$ 599,848 .00		13. CONGRESSIONAL DISTRICTS OF: a. APPLICANT 13 b. PROJECT 13		14. TYPE OF APPLICATION A-New B-Renewal C-Revision D-Continuation E-Augmentation Enter appropriate letter <input checked="" type="checkbox"/> A	
		15. PROJECT START DATE Year month day 19 88 09 06		16. PROJECT DURATION 2.0 Months	
		17. TYPE OF CHANGE (For 14c or 14e) A-Increase Dollars B-Decrease Dollars C-Increase Duration D-Decrease Duration E-Cancellation N/A		Enter appropriate letter(s) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
18. DATE DUE TO FEDERAL AGENCY ▶ 19 88 08 15				19. FEDERAL AGENCY TO RECEIVE REQUEST Federal Aviation Administration a. ORGANIZATIONAL UNIT (IF APPROPRIATE): Airports District Office b. ADMINISTRATIVE CONTACT (IF KNOWN): Mr. John L. Pfeifer c. ADDRESS: 831 Mitten Road, Burlingame, California 94014	
				20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER 03-06-0225-03	
				21. REMARKS ADDED Section IV <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
22. THE APPLICANT CERTIFIES THAT To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.		a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW <input type="checkbox"/>			
23. CERTIFYING REPRESENTATIVE a. TYPED NAME AND TITLE: Donald C. Flynn, Director of Aviation b. SIGNATURE: _____					
24. APPLICATION RECEIVED 19		25. FEDERAL APPLICATION IDENTIFICATION NUMBER		26. FEDERAL GRANT IDENTIFICATION	
27. ACTION TAKEN <input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. WITHDRAWN		28. FUNDING a. FEDERAL \$.00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$.00		29. ACTION DATE 19	
		30. STARTING DATE 19		31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)	
		32. ENDING DATE 19		33. REMARKS ADDED <input type="checkbox"/> Yes <input type="checkbox"/> No	

PART II

PROJECT APPROVAL INFORMATION SECTION A

Item 1. Does this assistance request require State, local, regional, or other priority rating? _____ Yes No _____ Name of Governing Body _____ Priority Rating _____

Item 2. Does this assistance request require State, or local advisory, educational or health clearances? _____ Yes No (Attach Documentation) _____ Name of Agency or Board _____

Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? _____ Yes No _____ (Attach Comments)

Item 4. Does this assistance request require State, local, regional or other planning approval? _____ Yes No _____ Name of Approving Agency _____ Date _____

Item 5. Is the proposed project covered by an approved comprehensive plan? _____ X Yes _____ No _____ Check one: State Local Regional Project is in conformance with approved Santa Clara County Airports Master Plan Location of plan 2500 Cunningham Way, San Jose, Ca.

Item 6. Will the assistance requested serve a Federal installation? _____ Yes No _____ Name of Federal Installation _____ Federal Population benefiting from Project _____

Item 7. Will the assistance requested be on Federal land or installation? _____ X Yes _____ No _____ Name of Federal Installation Reid-Hillview Airport Location of Federal Land San Jose, California Percent of Project 100%

Item 8. Will the assistance requested have an impact or effect on the environment? _____ Yes No _____ See instruction for additional information to be provided. Project is exempt under NEPA and is declared categorically Exempt under California Environmental Quality Act

Item 9. Will the assistance requested cause the displacement of individuals families, businesses, or farms? _____ Yes No _____ Number of: Individuals _____ Families _____ Businesses _____ Farms _____

Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? _____ Yes No _____ See instructions for additional information to be provided.

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.**—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

To the extent politically and economically feasible, efforts have been made over the 49-year life span of Reid-Hillview Airport to achieve compatible surrounding land use; unfortunately, adjacent areas have developed in an incompatible manner with extensive residential development, several schools, and a major shopping mall. However, the County's acquisition of certain protective easements, and the existence of a Comprehensive Airport Land Use Commission plan have essentially halted incompatible development.

2. **Defaults.**—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

No defaults.

3. **Possible Disabilities.**—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

No disabilities.

4. **Land.**—(a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

See Exhibit A.

4.(b) Title, in fee, to all land outlined in red on Exhibit A, except for those encumbrances or other adverse interests listed in the title opinions submitted in connection with prior projects. There has been no change in property interest since the date of the last project #3-06-0225-02. The sponsor further certifies that this statement is based on a title examination by the County's Property Division and that the sponsor holds all necessary property interests.

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

- 1. Federal Domestic Assistance Catalog No. 20,106
- 2. Functional or Other Breakout N/A

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 5,000.00
2. Preliminary expense			10,000.00
3. Land, structures, right-of-way			---
4. Architectural engineering basic fees			35,000.00
5. Other architectural engineering fees			---
6. Project inspection fees			60,000.00
7. Land development			---
8. Relocation Expenses			---
9. Relocation payments to Individuals and Businesses			---
10. Demolition and removal			---
11. Construction and project improvement			484,848.00
12. Equipment			---
13. Miscellaneous			5,000.00
14. Total (Lines 1 through 13)			599,848.00
15. Estimated Income (if applicable)			---
16. Net Project Amount (Line 14 minus 15)			599,848.00
17. Less: Ineligible Exclusions			---
18. Add: Contingencies			- 0 -
19. Total Project Amt. (Excluding Rehabilitation Grants)			599,848.00
20. Federal Share requested of Line 19			539,863.00
21. Add Rehabilitation Grants Requested (100 Percent)			---
22. Total Federal grant requested (Lines 20 & 21)			539,863.00
23. Grantee share			59,985.00
24. Other shares			---
25. Total project (Lines 22, 23 & 24)	\$	\$	\$ 599,848.00

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
26		
a. N/A	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$ N/A	\$ N/A

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$
a. Securities	- 0 -
b. Mortgages	- 0 -
c. Appropriations (By Applicant) (see attached copy of June 7, 1988 Board action)	59,985.00
d. Bonds	- 0 -
e. Tax Levies	- 0 -
f. Non Cash	- 0 -
g. Other (Explain)	- 0 -
h. TOTAL - Grantee share	59,985.00
28. Other Shares	
a. State	- 0 -
b. Other	- 0 -
c. Total Other Shares	- 0 -
29. TOTAL	\$ 59,985.00

SECTION E - REMARKS

- Exhibit A "Property Map" and Title VI Assurances are attached hereto.
- Plans and specifications for Federal Grant-in-Aid Project No. AIP 3-06-0225-3 are incorporated by reference.

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

Reference Section I., Item 7

The project consists of:

1. Asphaltic Concrete Overlay (92,000 square yards)
 - Runways 13R-31L and 13L-31R
 - Parallel taxiways, cross taxiways and run-up pads
2. Slurry Sealing (35,000 square yards)
 - Aircraft parking aprons
 - Stub apron taxiways
3. Pavement Reconstruction (dig out failed surfaces and repair aggregate base - 8,000 square yards)
4. Upgrading shoulder and drainage
5. Airfield striping (pavement markings)
6. New Asphaltic Concrete Surface (500 square yards)
 - Connect parallel taxiways with 75' long stub taxiway

PART V
ASSURANCES
Airport and Planning Agency Sponsors

A. General

1. These assurances shall be complied with in the performance of the following grant agreements:
 - a. Airport development, airport planning, and noise program implementation grants to airport sponsors.
 - b. Integrated airport system planning grants to planning agencies.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of the Airport and Airway Improvement Act of 1982 as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, or the Aviation Safety and Noise Abatement Act of 1979. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport, the term "private sponsor" means a private owner of a public-use airport and the term "sponsor" includes public agency sponsors and private sponsors.
3. These assurances also are required to be submitted as part of the project application by a sponsor which is both a public agency and a planning agency requesting funds for integrated airport system planning under the provisions of the Airport and Airway Improvement Act of 1982, as amended.
4. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration and Applicability

1. Airport Development or Noise Program Implementation Projects Undertaken by a Public Agency Sponsor. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise program implementation project, or throughout the useful life of the project items installed within a facility under a noise program implementation project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurance against exclusive rights or the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.
2. Airport Development or Noise Program Implementation Projects Undertaken by a Private Sponsor. The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of facilities developed or equipment acquired under an airport development or noise program implementation project shall be no less than 10 years from the date of the acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor. Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements. It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Federal Aviation Act of 1958 - 49 U.S.C. 1301, et seq.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq. 1/
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq. 2/
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. 4601, et seq. 1/ 2/
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f). 1/
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469C
- h. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a. 1/
- i. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- j. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- k. Aviation Safety and Noise Abatement Act of 1979, 49 U.S.C. 2101, et seq.
- l. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- m. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq. 1/
- n. Airport and Airway Improvement Act of 1982, as amended 49 U.S.C. 2201, et seq.
et seq.
- o. Powerplant and Industrial Fuel Use Act of 1978 - Section 403 - 42 U.S.C. 8373. 1/
- p. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq. 1/
- q. Copeland Antikickback Act - 18 U.S.C. 874. 1/
- r. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq. 1/
- s. Endangered Species Act - 16 U.S.C. 668(a), et seq. 1/
- t. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq. 2/

1/ These laws do not apply to planning projects.

2/ These laws do not apply to private sponsors

Executive Orders

Executive Order 12372 - Intergovernmental Review of Federal Programs

Executive Order 11246 - Equal Employment Opportunity

Federal Regulations

- a. 49 CFR Part 21 - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- b. 49 CFR Part 23 - Participation by Minority Business Enterprise in Department of Transportation Programs.
- c. 49 CFR Part 24 - Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs.
- d. 49 CFR Part 27 - Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- e. 49 CFR Part 29 - Debarments, Suspensions, and Voluntary Exclusions.
- f. 29 CFR Part 1 - Procedures for Predetermination of Wage Rates.
- g. 29 CFR Part 3 - Contractors or Subcontractors on Public Buildings or Public Works Financed in Whole or Part by Loans or Grants from U.S.
- h. 29 CFR Part 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements).
- j. 14 CFR Part 150 - Airport Noise Compatibility Planning.

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.*
- b. A-102 - Uniform Requirements for Assistance to State and Local Governments.*
- c. A-128 - Audits of State and Local Governments.

* OMB Circulars A-87 and A-102 contain requirements for state and local governments receiving Federal assistance. Any requirement levied upon state and local governments by those two circulars shall also be applicable to private sponsors receiving Federal assistance under the Airport and Airway Improvement Act of 1982, as amended.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. Public Agency Sponsor: It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. Private Sponsor: It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative, and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with the application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. Good Title. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

For noise program implementation projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It 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. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise program

- implementation project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under the Airport and Airway Improvement Act of 1982 to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.
- c. For all noise program implementation projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise program implementation project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
 - d. For noise program implementation projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance with the Airport and Airway Improvement Act of 1982, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
6. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise program implementation projects, other than land acquisition, to be carried out on property not owned by the airport and over which property another public agency has land use control or authority, the sponsor shall obtain from each such agency a written declaration that such agency supports that project and the project is reasonably consistent with the agency's plans regarding the property.

- Consideration of Local Interest. It has given fair consideration to the interest of communities in or near which the project may be located.
8. Consultation with Users. In making a decision to undertake any airport development project under the Airport and Airway Improvement Act of 1982, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
 9. Public Hearings. In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community. It shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary.
 10. Air and Water Quality Standards. In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
 11. Local Approval. In projects involving the construction or extension of any runway at any general aviation airport located astride a line separating two counties within a single state, it has received approval for the project from the governing body of all villages incorporated under the laws of that state which are located entirely within five miles of the nearest boundary of the airport.
 12. Terminal Development Prerequisites. For projects which include terminal development at a public airport, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 612 of the Federal Aviation Act of 1958 and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning or deplaning area of such airport to passengers enplaning or deplaning from aircraft other than air carrier aircraft.
 13. Accounting System, Audit, and Recordkeeping Requirements.
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion

of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than 6 months following the close of the fiscal year for which the audit was made.
14. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. Veterans Preference. It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.
17. Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained

in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects. In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for nonaeronautical purposes must first be approved by the Secretary. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

In furtherance of this assurance, the sponsor will have in effect at all times arrangements for—

- (1) Operating the airport's aeronautical facilities whenever required;
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitable operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.

0. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce the compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make its airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses.
- b. In any agreement, contract, lease or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor—

- (1) to furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
 - (2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at any airport owned by the sponsor shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and which utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classifications or status.
 - f. It 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.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the sponsor under these provisions.
 - h. The sponsor may establish such fair, 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.
 - i. The sponsor may prohibit or 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 necessary to serve the civil aviation needs of the public.

23. Exclusive Rights. It will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply: (1) It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and (2) If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and Airway Improvement Act of 1982.

24. Fee and Rental Structure. It will maintain a fee and rental structure consistent with Assurance 22 and 23, for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate base in establishing fees, rates, and charges for users of that airport.

25. Airport Revenue. If the airport is under the control of a public agency, 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 directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982 by the owner or operator of the airport, or provisions enacted before September 3, 1982 in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

26. Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. For airport development projects, it will also make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request. For noise program implementation projects, it will also make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
7. Use of Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that--
- a. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or
 - b. The total number of movements (counting each landing as a movement) of government aircraft is 300 or more, or the gross accumulative weight of government aircraft using the airport (the total movements of government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
29. Airport Layout Plan.
- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways,

taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or in any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility, or efficiency of the airport.

- b. If a change or alteration in the airport or its facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.

31. Disposal of Land.

a. For land purchased under grant before, on, after December 30, 1987 for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.

b. For land purchased for airport purposes (other than noise compatibility) under grant before, on, or after December 30, 1987, it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value. That portion of the proceeds of such disposition, which is proportionate to the United States share of the cost of acquisition of such land will be paid to the Secretary for deposit in the Trust Fund.

c. Disposition of such land under a. and b. above will be subject to the retention or reservation on any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with the operation of the airport.

32.

Engineering and Design Services. It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33.

Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications. It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed below, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

Number	Subject
70/7460-1G	Obstruction Marking and Lighting
150/5100-14	Architectural, Engineering and Planning Consultant Services for Airport Grant Projects
150/5200-31	Airport Winter Safety and Operations
150/5210-5B	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7B	Aircraft Fire and Rescue Communications
150/5210-14	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15	Airport Rescue and Firefighting Station Building Design
150/5220-4A	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-10	Guide Specification for Water/Foam Type Aircraft Fire and Rescue Trucks
150/5220-11	Airport Snowblower Specification Guide
150/5220-12	Airport Snowsweeper Specification Guide
150/5220-13A	Runway Surface Condition Sensor—Specification Guide
150/5220-14A	Airport Fire and Rescue Vehicle Specification Guide
150/5220-15	Buildings For Storage and Maintenance of Airport Snow Removal and Ice Control Equipment: A Guide
150/5220-16	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5300-4B	Utility Airports—Air Access to National Transportation
150/5300-12	Airport Design Standards—Transport Airports
150/5320-5B	Airport Drainage
150/5320-6C	Airport Pavement Design and Evaluation
150/5320-12A	Methods for the Design, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5325-4	Runway Length Requirements for Airport Design
150/5340-1E	Marking of Paved Areas on Airports
150/5340-4C	Installation Details for Runway Centerline Touchdown Zone Lighting Systems
150/5340-5B	Segmented Circle Airport Marker System
150/5340-14B	Economy Approach Lighting Aids
150/5340-17B	Standby Power for Non-FAA Airport Lighting Systems
150/5340-18B	Standards for Airport Sign Systems
150/5340-19	Taxiway Centerline Lighting Systems
150/5340-21	Airport Miscellaneous Lighting Visual Aids
150/5340-23A	Supplemental Wind Cones
150/5340-24	Runway and Taxiway Edge Lighting System
15-5340-27A	Air-to-Ground Radio Control of Airport Lighting Systems

Number	Subject
150/5345-3D	Specification for L-821 Panels for Remote Control of Airport Lighting
150/5345-5A	Circuit Selector Switch
150/5345-7D	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10E	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12C	Specification for Airport and Heliport Beacon
150/5345-13A	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26B	Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27C	Specification for Wind Cone Assemblies
150/5345-28D	Precision Approach Path Indicator (PAPI) Systems
150/5345-39B	FAA Specification L-853, Runway and Taxiway Centerline Retroreflective Markers
150/5345-42B	FAA Specification L-857, Airport Light Bases, Transformer Houses, and Junction Boxes
150/5345-43C	Specification for Obstruction Lighting Equipment
150/5345-44D	Specification for Taxiway and Runway Signs
150/5345-45	Lightweight Approach Light Structure
150/5345-46A	Specification for Runway and Taxiway Light Fixtures
150/5345-47	Isolation Transformers for Airport Lighting Systems
150/5345-49A	Specification L-854, Radio Control Equipment
150/5345-50	Specification for Portable Runway Lights
150/5345-51	Specification for Discharge-Type Flasher Equipment
150/5370-6A	Construction Progress and Inspection Report—Federal-Aid Airport Program
150/5370-10	Standards for Specifying Construction of Airports
150/5370-11	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5390-1B	Heliport Design Guide

Attachment 2

9/24/84

STANDARD DOT TITLE VI ASSURANCES

The County of Santa Clara (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods:

9/24/84

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED 26 August 1988

County of Santa Clara
(Sponsor)

By

(Signature of Authorized Official)
Donald C. Flynn - Director of Aviation

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

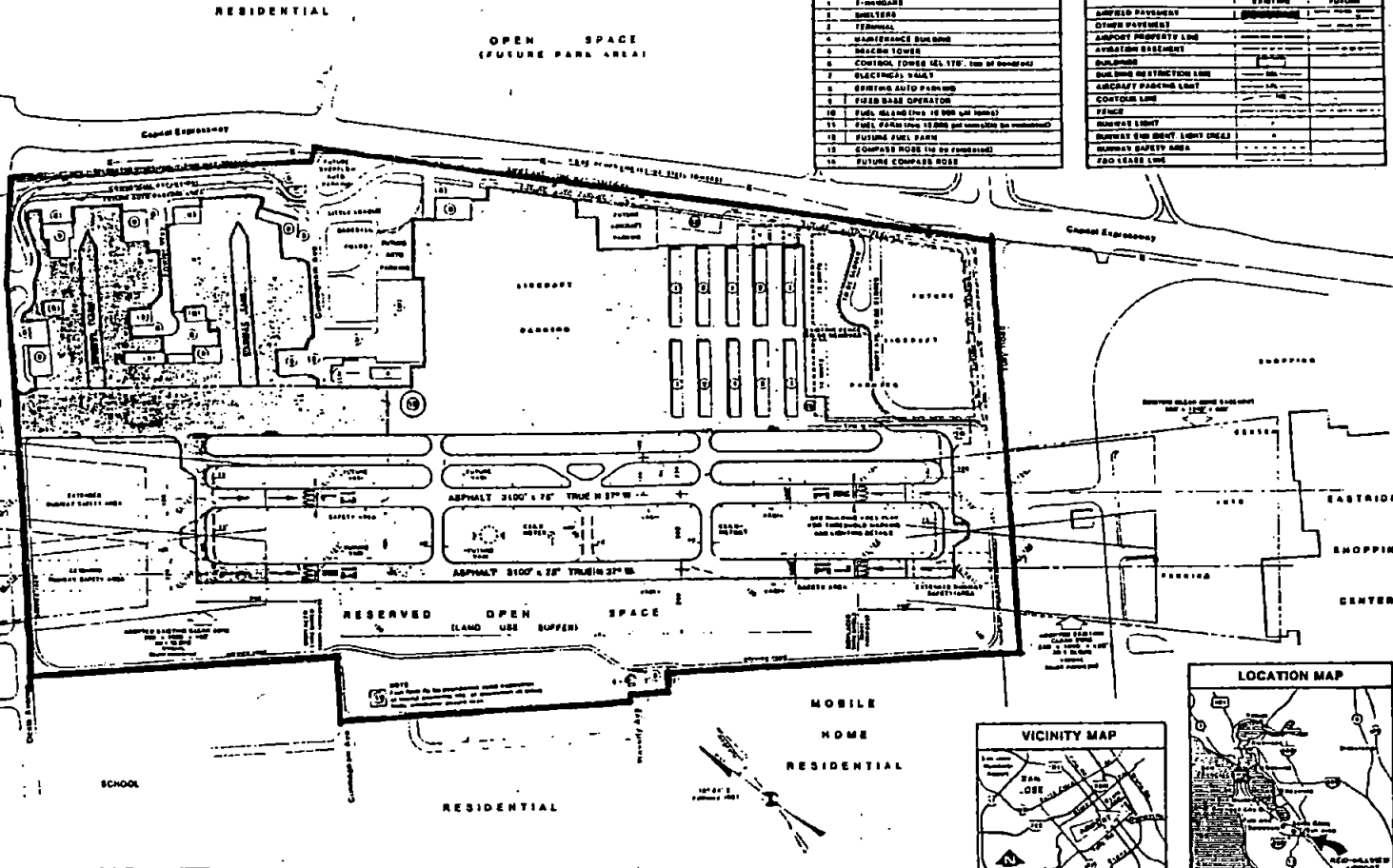
Attachment 3



ALL WEATHER WIND ROSE
 SOURCE: Bureau of Gas and Oil, Western Division,
 Dept. of Public Works, Contract No. 1000 of
 The U.S. Weather Bureau 1937-1947
 WINDS 13-21 MILES PER HOUR COVERED WITH
 12 MPH (11.5) CROSSWIND COMPONENT

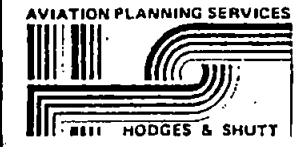
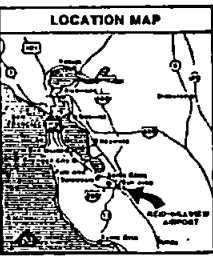
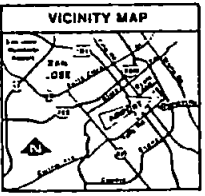
BUILDING & FACILITY LEGEND	
1	TERMINAL
2	WALKWAYS
3	TERMINAL
4	MAINTENANCE BUILDING
5	MECHANICAL TOWER
6	CONTROL TOWER (24' 11" DIA. 100' HGT.)
7	ELECTRICAL BAY
8	EXISTING AUTO PARKING
9	FUEL TANK OPERATOR
10	FUEL TANK (100' DIA. 10' HGT.)
11	FUEL TANK (100' DIA. 10' HGT.)
12	FUTURE FUEL TANK
13	COMPUTER HOUSE (10' DIA. 10' HGT.)
14	FUTURE COMPUTER HOUSE

DRAWING LEGEND	
---	EXISTING
---	FUTURE
---	AVIATION PAYMENT
---	OTHER PAYMENT
---	AVIATION PROPERTY LINE
---	AVIATION EASEMENT
---	BOUNDARY
---	AVIATION RESTRICTION LINE
---	AVIATION PARKING LIMIT
---	CONTROL LINE
---	FENCE
---	RUNWAY LIGHT
---	RUNWAY LIGHT (LIGHT CREEL)
---	RUNWAY SAFETY AREA
---	ZOO LEASE LINE



RUNWAY DATA					
PHYSICAL LENGTH & WIDTH	3100 x 75'	3100 x 75'	3100 x 75'	3100 x 75'	3100 x 75'
EFFECTIVE GRADIENT 1/2	0	0	0	0	0
PAVEMENT SURFACE	ASPH	ASPH	ASPH	ASPH	ASPH
AVIATION PAYMENT	NO	NO	NO	NO	NO
AVIATION RESTRICTION	NO	NO	NO	NO	NO
AVIATION EASEMENT	NO	NO	NO	NO	NO
AVIATION PROPERTY LINE	NO	NO	NO	NO	NO
AVIATION PARKING LIMIT	NO	NO	NO	NO	NO
CONTROL LINE	NO	NO	NO	NO	NO
FENCE	NO	NO	NO	NO	NO
RUNWAY LIGHT	NO	NO	NO	NO	NO
RUNWAY LIGHT (LIGHT CREEL)	NO	NO	NO	NO	NO
RUNWAY SAFETY AREA	NO	NO	NO	NO	NO
ZOO LEASE LINE	NO	NO	NO	NO	NO

AIRPORT DATA		
	EXISTING	FUTURE
AIRPORT ELEVATION	121' 00"	121' 00"
AIRPORT REFERENCE POINT	100' 00" N 37° 15' W	100' 00" N 37° 15' W
MEAN SEA LEVEL HIGHEST MONTH	50' 00"	50' 00"
NAVIGATIONAL AID	NO	NO
AIRPORT ROLE	(BASIC) CLASS 1	(BASIC) CLASS 1
AIRPORT AREA	118 ACRES	118 ACRES
AIRPORT TO-COMM POSITION	100'	100'
THRESHOLD WIDTH	118'	118'



PROPERTY MAP- EXHIBIT A

AIRPORT LAYOUT PLAN
 REID-HILLVIEW AIRPORT

County of Santa Clara
Office of the County Counsel

County Government Center, East Wing
70 West Hedding Street
San Jose, California 95110-1770
(408) 299-2111
(408) 292-7240 (FAX)

Sтивен M. Woodside
County Counsel

June 29, 1990

SENT VIA FAX

Law Offices
Reid, Axelrod & Ruane
attn: Neil D. Reid, Esq.
770 Tamaipais Drive
Corte Madera, CA 94925

Re: Reid, et al. v County of Santa Clara; No. 696481

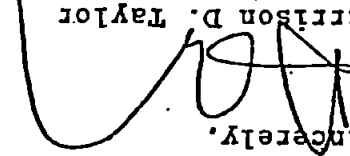
Dear Neil:

This letter will confirm our conversation this date wherein I advised that the ordinance repealing the airport field use fee will be before the Board of Supervisors on July 17th and not July 3rd as was anticipated. I have every expectation that the fee will be repealed on the 17th. Based on my assurance, you and I have agreed that you will have the pending lawsuit taken off-calendar. The settlement conference is set for July 11th, and the trial is set for July 16th.

After the field use fee has been repealed, the County will refund the fees that have been paid.

It is also agreed that, in the near future, the parties will meet to begin discussions on a possible short-term fee to cover the most pressing capital and security needs at the airport, and also discuss possible amendments to the County's new wait list fee and the increase in the transient aircraft parking fee.

It is also understood that, some time in the future, you will be making a motion for attorneys' fees.

Sincerely,

Harrison D. Taylor
Deputy County Counsel

cc: William G. Dunn, Esq.
Bill Anderson
Don Flynn

Pat/TJ/4/276
Chief Assistant County Counsel: Ann Miller Ravel
Chief Deputies: Robert J. Menlie, Susan G. Levenberg, William L. Anderson

05 July 90

Harrison -

I thought the fees would

be refunded 30 days after

repeal, i.e.: August 16.

What instructions do we give

for refunds - July 16 or Aug 16?

REC'D JUL 2 1990



11
gina



CITY OF SAN JOSÉ, CALIFORNIA

AIRPORT DEPARTMENT
1661 AIRPORT BOULEVARD
SAN JOSE, CALIFORNIA 95110-1285

January 10, 1989

REQUEST FOR QUALIFICATIONS

SANTA CLARA COUNTY GENERAL AVIATION RELIEVER AIRPORT SITE SELECTION STUDY

BACKGROUND

The City of San Jose and County of Santa Clara are jointly requesting qualifications statements from consultants for preparation of a General Aviation Reliever Airport Site Selection Study. Your firm has been identified as one which may be interested and qualified for this project.

The County of Santa Clara owns and operates three general aviation airports (Palo Alto, Reid-Hillview, and South County) which are also reliever facilities for San Jose International Airport (SJC), owned and operated by the City of San Jose. Given concerns regarding the ability of the existing airport system to accommodate general aviation demand, both County and City desire to conduct a study, subject to the availability of Federal grant assistance, to determine whether any additional reliever airport sites exist within Santa Clara County.

STUDY ISSUES

The objective of this project will be to designate a site, if any, for development of a general aviation reliever airport capable of serving current and future demand in Santa Clara County. The project will be conducted in up to three phases as follows:

1. Review conclusions of previous studies analyzing potential airport sites in Santa Clara County and identify any additional potential sites.
2. Conduct detailed technical/feasibility analysis of alternative sites selected as a result of Phase 1.
3. Prepare implementation program and Environmental Impact Report/Statement for site alternative selected as a result of Phase 2.

JAN 3 1989

SUBMITTAL REQUIREMENTS

The statement of qualifications must contain, and be limited to, the following information:

1. Letter of interest.
2. Description of the firm's experience in airport site selection, master planning, and environmental studies.
3. List of related projects and contact-persons.
4. Resumes of potential key project team members.

Five (5) copies of the Statement of Qualifications shall be submitted to:

City of San Jose Airport Department
Attn: Airport Planning Section
1661 Airport Boulevard, Suite C205
San Jose, CA 95110

DEADLINE FOR SUBMITTAL

February 13, 1989

SELECTION PROCESS

The submitted qualifications will be reviewed jointly by the City of San Jose Airport Department and County of Santa Clara Aviation Division. Based on that review, a maximum of five firms will be invited to submit work scope proposals and appear for interviews. Execution of a contract agreement would be contingent upon a grant offer from the Federal Aviation Administration.

CONTACT

If you have any questions about this RFQ, please contact either Mr. Cary Greene (project co-manager for San Jose Airport Department) at 408-277-4731 or Mr. Don Flynn (project co-manager for Santa Clara County Aviation Division) at 408-299-3551.

INTEROFFICE MEMORANDUM

May 14, 1990

TO: Jim Reading
FROM: Don Flynn
SUBJECT: REID-HILLVIEW AIRPORT (RHV)

The subject has been raised in the past (and is likely to re-emerge in the future) regarding the possible buy-out of homes north of Reid-Hillview. In this regard, the possible buy-out variations are virtually limitless, but for discussion purposes, following are three scenarios:

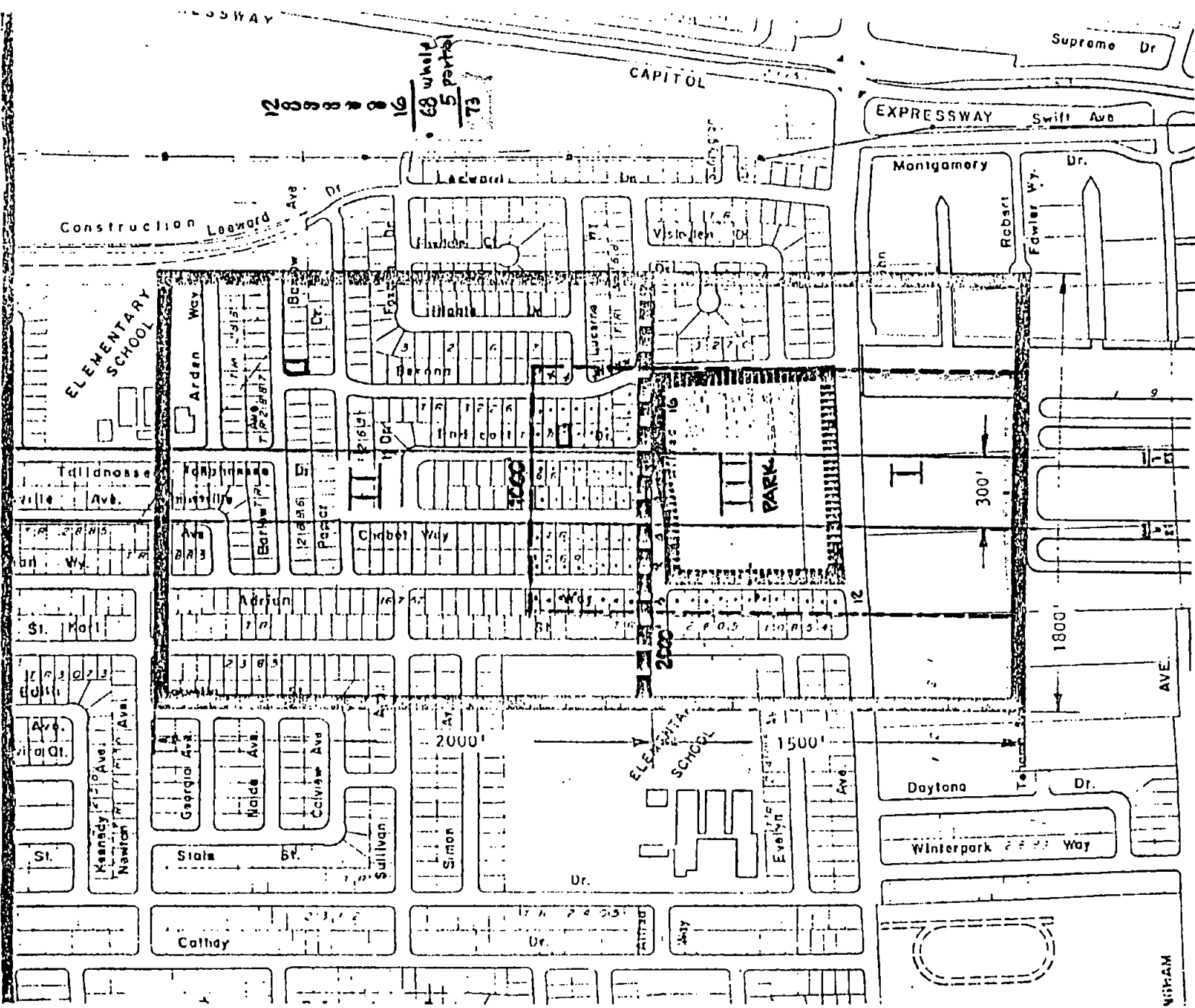
1. 73 homes -- contained in a 1000' x 2000' rectangular area that would possibly be eligible for FAA buy-out funding;
2. 122 homes -- a longer rectangle defined by local streets;
3. 487 homes -- contained in a 1800' x 3500' rectangular area defined by the Airport Land Use Commission as the Reid-Hillview "North Safety Area."

DCF:jcm

cc: Lou Montini

/0099

NORTH SAFETY AREA
REID-HILLVIEW AIRPORT



128988 16
69 whole
5 partial
73

ELEMENTARY SCHOOL

ELEMENTARY SCHOOL

PARK

Supreme Dr

EXPRESSWAY Swift Ave

CAPITOL

Construction Leeward Ave Dr

Montgomery

Dr.

Robert
Fowler Wy.

Talladega
Ave.

St. Mall

Kennedy Ave.
Newman Ave.

Georgia Ave.
Naida Ave.
Calvin Ave.

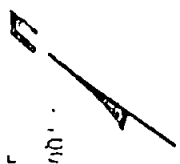
Sullivan
Simon

Evelyn
Ave.

Daytona Dr.

Winterpark Way

WILKINSON

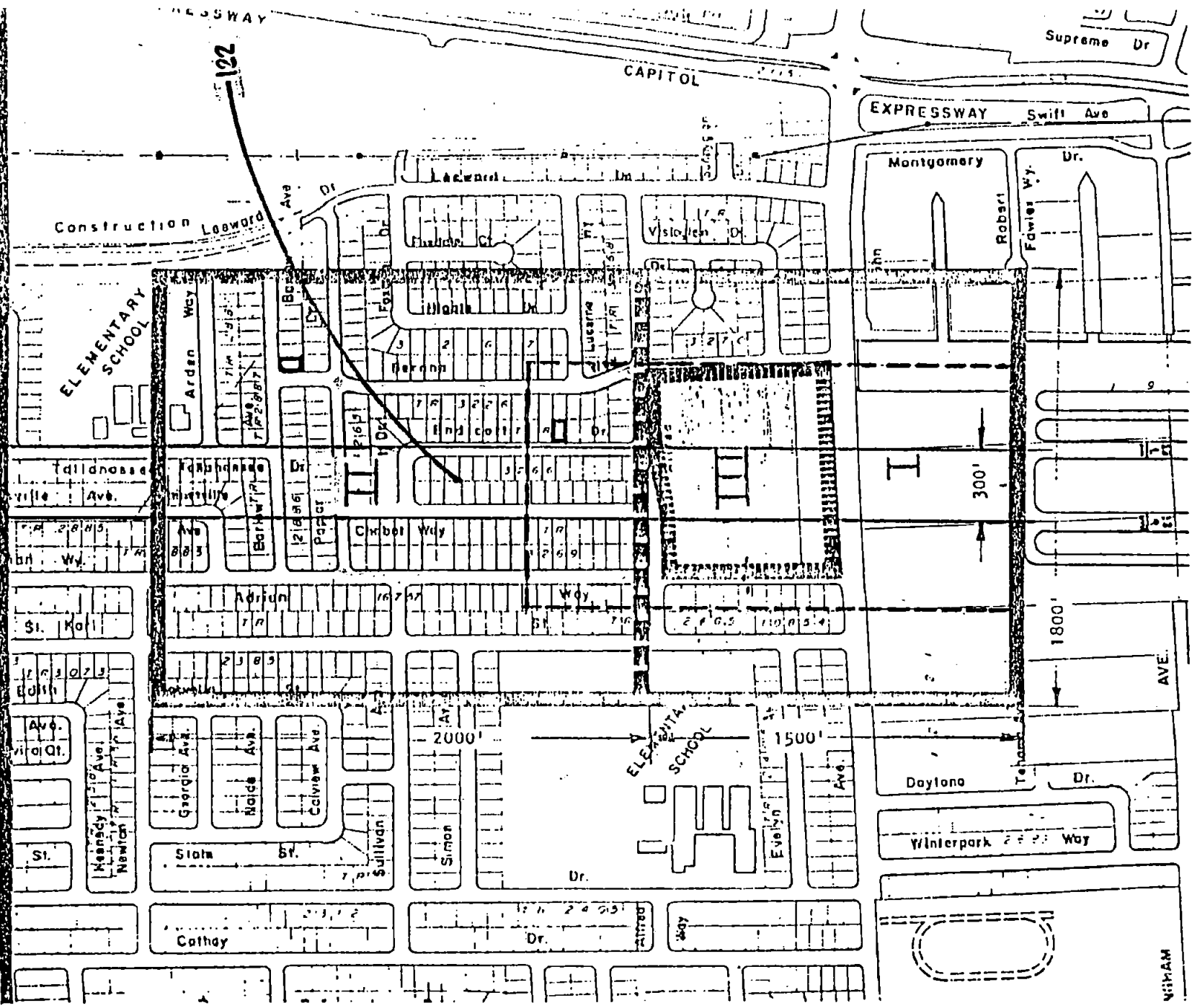


1" = 500'





NORTH SAFETY AREA
REID-HILLVIEW AIRPORT



Supreme Dr

#2

EXPRESSWAY Swift Ave

Montgomery Dr.

Construction Leeward

ELEMENTARY SCHOOL

CAPITOL

300'

1800'

2000'

1500'

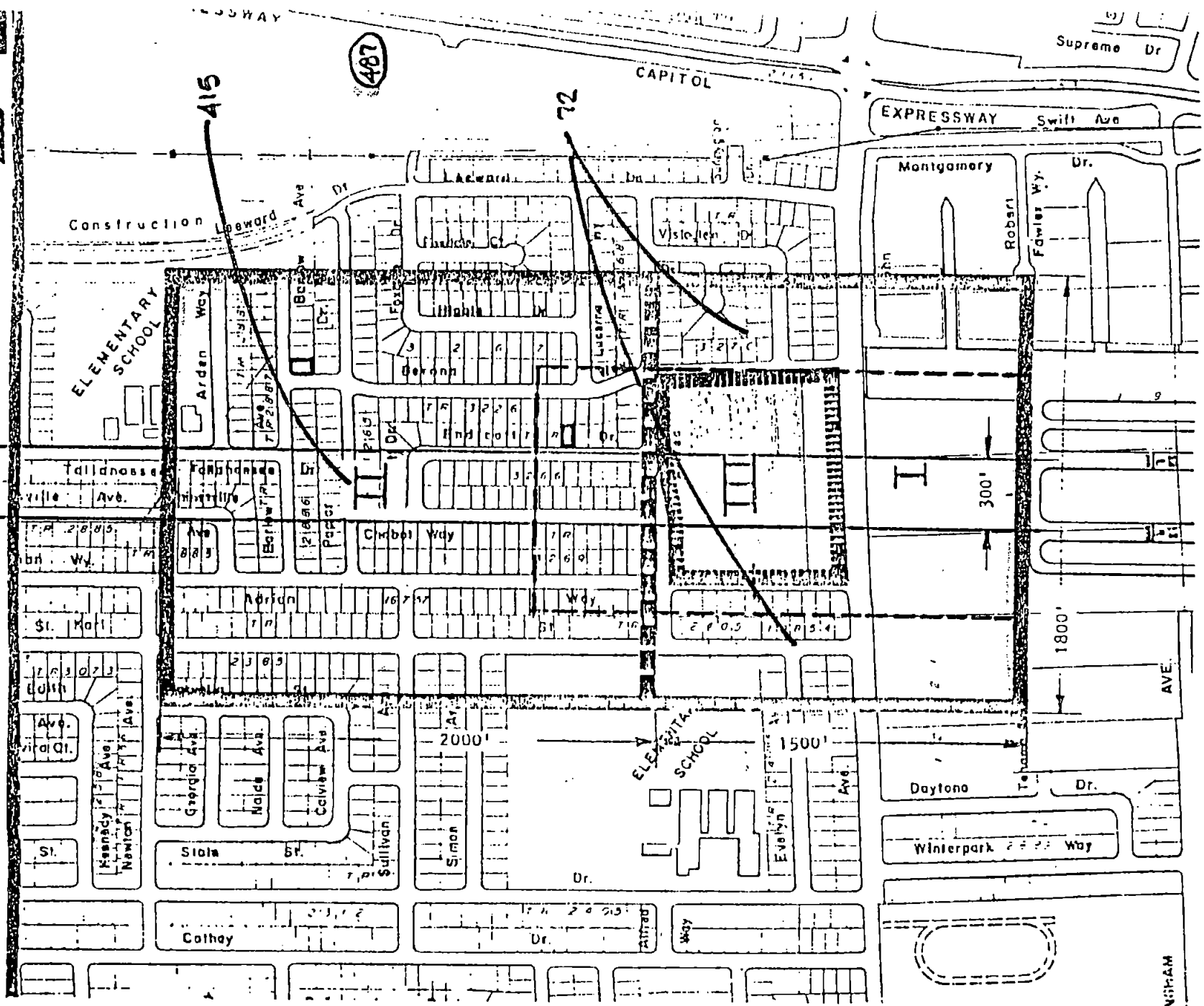
ELEMENTARY SCHOOL

Daylona Dr.

Winterpark Way

WILHAM

NORTH SAFETY AREA
REID-HILLVIEW AIRPORT



#3

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATIION IDENTIFIER		a. NUMBER		3. STATE APPLICATIION IDENTIFIER		a. NUMBER	
1. TYPE OF SUBMISSION (Mark appropriate box) <input type="checkbox"/> NOTICE OF INTENT (OPTIONAL) <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION		b. DATE Year month day 19 88 9 13		NOTE: TO BE ASSIGNED BY STATE		b. DATE ASSIGNED Year month day 19			
4. LEGAL APPLICANT/RECIPIENT a. Applicant Name b. Organization Unit c. Street/P.O. Box d. City e. County f. State g. ZIP Code h. Contact Person (Name & Telephone No.)		City of San Jose Airport Department 1661 Airport Boulevard San Jose California Cary Greene (408) 277-4731		Santa Clara 95110		5. EMPLOYER IDENTIFICATION NUMBER (EIN) 94-6000-419-W			
7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project) GENERAL AVIATION RELIEVER AIRPORT SITE SELECTION STUDY		6. PRO-GRAM (From CFDA)		a. NUMBER 2 0 • 1 0 6		b. TITLE Airport Improvement Program			
9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.) Santa Clara County		10. ESTIMATED NUMBER OF PERSONS BENEFITING 4,000,000		8. TYPE OF APPLICANT/RECIPIENT A—State B—Intramural C—Substate Organization D—County E—City F—School District G—Special Purpose District H—Community Action Agency I—Higher Education Institution J—Indian Tribe K—Other (Specify): Enter appropriate letter <input checked="" type="checkbox"/> E					
12. PROPOSED FUNDING		13. CONGRESSIONAL DISTRICTS OF:		11. TYPE OF ASSISTANCE A—Basic Grant B—Supplemental Grant C—Loan D—Insurance E—Other Enter appropriate letter(s) <input type="checkbox"/> A					
a. FEDERAL \$ 270,000.00		a. APPLICANT 10		b. PROJECT 10, 12, 13		14. TYPE OF APPLICATION A—New B—Renewal C—Revision D—Continuation E—Augmentation Enter appropriate letter <input type="checkbox"/> A			
b. APPLICANT 30,000.00		15. PROJECT START DATE Year month day 19 88 11 1		16. PROJECT DURATION 24 Months		17. TYPE OF CHANGE (For 14c or 14e) A—Increase Dollars B—Decrease Dollars C—Increase Duration D—Decrease Duration E—Cancellation NA Enter appropriate letter(s) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
c. STATE .00		18. DATE DUE TO FEDERAL AGENCY Year month day 19 88 9 16		19. FEDERAL AGENCY TO RECEIVE REQUEST Federal Aviation Administration					
d. LOCAL .00				a. ORGANIZATIONAL UNIT (IF APPROPRIATE) San Francisco Airports Dist.		b. ADMINISTRATIVE CONTACT (IF KNOWN) John Pfeifer, Manager		20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER NA	
e. OTHER .00				c. ADDRESS 831 Mitten Road Burlingame, CA 94010		21. REMARKS ADDED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
f. Total \$ 300,000.00				22. THE APPLICANT CERTIFIES THAT: To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved. a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE 9-16-88 b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW <input type="checkbox"/>					
23. CERTIFYING REPRESENTATIVE a. TYPED NAME AND TITLE Gerald E. Newfarmer City Manager		b. SIGNATURE <i>Gerald E. Newfarmer, Deputy</i>		24. APPLICATIION RECEIVED 19		25. FEDERAL APPLICATION IDENTIFICATION NUMBER		26. FEDERAL GRANT IDENTIFICATION	
27. ACTION TAKEN <input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. WITHDRAWN		28. FUNDING a. FEDERAL \$.00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$.00		29. ACTION DATE 19		30. STARTING DATE 19		31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)	
						32. ENDING DATE 19		33. REMARKS ADDED <input type="checkbox"/> Yes <input type="checkbox"/> No	

Section I7. Summary Description of Project

The objective of this project is to designate a site for development of a general aviation reliever airport capable of serving current and future demand in Santa Clara County. At the direction of a joint City/County technical committee, and with input from a citizen participation committee, a planning study will be conducted consisting of the following three phases:

- (1) Review conclusions of previous studies analyzing potential airport sites in Santa Clara County and identify any additional potential sites. Recommend a maximum of three alternative sites for further analysis and obtain input from citizen committee and direction from technical committee before proceeding with Phase 2. (\$50,000)
- (2) Conduct detailed technical analysis of alternative sites recommended as a result of Phase 1. Analysis to include airspace, instrumentation capability, access, land use/environmental, and capital cost factors. Recommend a preferred site alternative and obtain input from citizen committee and direction from technical committee before proceeding with Phase 3. (\$125,000)
- (3) Develop implementation program and Environmental Impact Report/Statement for site alternative selected as a result of Phase 2. (\$125,000)

Total Study Cost	=	\$300,000
Federal Share (90%)	=	\$270,000
Local Share (10%)	=	\$ 30,000



CITY OF SAN JOSÉ, CALIFORNIA

801 NORTH FIRST STREET
SAN JOSE, CALIFORNIA 95110
TELEPHONE (408) 277-4000

CITY MANAGER

May 10, 1990

Ms. Sally Reed
County Executive
County of Santa Clara
70 West Hedding
San Jose, CA 95110

Dear Sally:

As a result of the May 6, 1990, aircraft accident near the Reid-Hillview Airport, the City Council, at its May 8 meeting, directed that an inquiry be made to the County of Santa Clara to obtain answers to certain questions. An early response to these questions will be very helpful to the City Council in gaining a greater understanding of the County's operation of Reid-Hillview:

What are the County's intentions with regard to closing or relocating Reid-Hillview airport?

Are there any plans or projections for the further development or increased activity levels at the airport?

Are there County policies relating to operation of the Palo Alto and/or South County Airports that differ from those applicable to Reid-Hillview (i.e., curfews, based aircraft caps, flight restrictions, etc.)? If so, what are the bases for the differences?

How many aircraft operations occurred at Reid-Hillview Airport during the last twelve months?

What are the estimated percentages of flight activity at Reid-Hillview for the following categories: Corporate/Business, Recreation/Sport, Primary/Advanced Training, and Law Enforcement/Emergency (Medical)?

What actions have been taken in recent months to make the airport safer? Are there planned actions to further improve the safety of the airport?

What is the current policy on helicopter operations at the airport? Has there been a recent expansion of helicopter operations?

Sally Reed

-2-

May 10, 1990

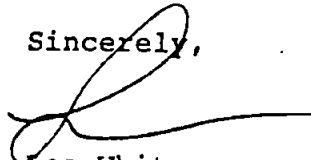
What are the general terms and conditions of the lease agreement between the County and Harvest Bank?

What elements of work were accomplished at the airport with the proceeds of the August 1988 FAA Grant for \$539,863?

The City Council expressed a strong interest in closing or relocating Reid-Hillview as soon as possible. In the interim, all possible safety practices and other restrictions that enhance the safety of residents and the airport is of the highest priority. Please let me know if you need any clarification with respect to the City's position on this matter because we wish to facilitate an expeditious response to our concerns.

I would also like to add that Ralph Tonseth, Director of Aviation, will be our staff liaison to the County regarding issues pertaining to the operation of Reid-Hillview.

Sincerely,



Les White

cc - Mayor and City Council
Regina Williams
Ralph Tonseth



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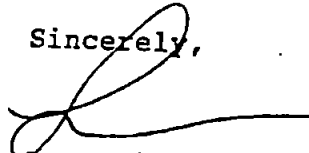
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Sincerely,



Les White

cc - Mayor and City Council
Regina Williams
Ralph Tonseth

SUMMARY OF NATIONAL TRANSPORTATION SAFETY BOARD DATA

Accidents/Incidents at or within 5 miles
of Reid-Hillview Airport, San Jose, Calif.

1962 through 1988

(27 Years)

Aircraft Accident/Incident Statistics

Total Aircraft involved -	101
Incidents involving two or more aircrafts -	4
Total Accidents/Incidents -	97

Incidents occurring off Airport Property	29
Incidents occurring on Airport Property	<u>68</u>
	97

On-Airport Accidents/Incidents -	68
Incidents during Taxi or Static	12
Incidents during Landing/Taking-off	<u>56</u>
	68

Incidents involving helicopters -	1
---	---

Injury/Fatality Statistics (Pilot/Passengers)

Number of pilots & passengers involved -	168
Pilots & passengers receiving no injuries -	125
Pilots & passengers involving injuries/fatalities	43

Minor Injuries	27
Serious Injuries	9
Fatalities	<u>10</u>
	46

Community Injury/Fatality Statistics

Injuries/Fatalities -	0
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ACCIDENTS PER ANNUAL FLIGHT OPERATIONS AT REID-HILLVIEW

YEAR	OPERATIONS	ACCIDENTS	ACCIDENTS/100,000 OPS	FATALITIES
1962	*	0	-	0
1963	*	0	-	0
1964	*	3	-	0
1965	*	2	-	0
1966	*	2	-	1
1967	*	7	-	0
1968	217,076	4	1.84	3
1969	237,339	4	1.69	0
1970	294,455	6	2.04	0
1971	317,333	0	0.00	0
1972	313,674	5	1.59	0
1973	307,451	2	0.65	0
1974	303,017	3	0.99	0
1975	302,224	4	1.32	0
1976	310,620	2	0.64	0
1977	372,673	2	0.54	0
1978	398,640	6	1.51	3
1979	362,949	2	0.55	0
1980	323,554	3	0.93	0
1981	223,427	3	1.34	0
1982	137,019	2	1.46	0
1983	171,965	4	2.33	0
1984	225,013	1	0.44	0
1985	217,206	5	2.30	0
1986	208,837	7	3.35	0
1987	190,465	5	2.63	3
1988	186,121	1	0.54	0

'62-'88 - 65 - 10
 '68-'88 5,621,058 71 1.37 9

* - NO FAA CONTROL TOWER (TOWER BECAME OPERATIONAL IN LATE '67)

JAN 26 1989

FILE #	DATE	A/C MODEL	N#	TYPE OF ACCIDENT	PHASE OF FLIGHT
3-1922	7-4-64	Taylor L2	N50839	COLLISION W/PARKED A/C	START UP
3-2805	7-9-64	Cessna 150	N7310X	COLLAPSED LANDING GEAR	LANDING
3-2875	9-12-64	Ercoupe 415	N2385H	COLLISION W/PARKED A/C	START UP
3-3180	10-10-64	Cessna 150	N7374X	STALL	LANDING PATTERN
3-3383	11-1-64	Cessna 140	N2207N	COLLAPSED GEAR	LANDING ROLL
3-3449	11-10-64	Aeronca 7AC	N1575E	COLLISION W/WIRES & POLES GO-AROUND	
2-0049*	2-5-65	Cessna 140	N2095N	COLLISION W/A/C ON GROUND GO-AROUND	
2-0049*	2-5-65	Taylor DC65	N66713	COLLISION W/A/C ON GROUND TAXI	
3-0464	3-13-65	Cessna 210	N9643T	COLLISION W/PARKED A/C	TAXI
3-0760	4-4-65	Cessna 172	N7337A	COLLIDED W/AUTO	LANDING
3-3367	11-28-65	NA AT-6	N3748G	GRND LOOP COLLAPSED GEAR	LANDING ROLL
3-0598	3-27-66	Cessna 150	N8345G	GROUND LOOP	LANDING ROLL
2-0901	+7-11-66	Piper PA-23	N5550V	ENGINE FAILURE/STALL	INITIAL CLIMB
3-0807	3-15-67	Cessna 182	N2535Q	NOSE OVER	TAXI
3-0901	+3-18-67	Cessna 190	N1114M	ENGINE FAILURE/UNDERSHOOT	CLIMB/FINAL
3-1558	+5-15-67	Globe GC-1B	N3321K	ENGINE FAILURE/GEAR UP	CRUISE/LANDING
2-0418	6-12-67	Piper PA-22	N8885C	STALL	INITIAL CLIMB
2-0453*	6-23-67	Cessna 150	N2872S	COLLISION W/A/C ON GROUND	LANDING ROLL
2-0453*	6-23-67	Cessna 150	N3050J	COLLISION W/A/C ON GROUND	LANDING ROLL
3-2177	7-3-67	Cessna 182	N3451F	HARD LANDING	LANDING
3-2562	8-3-67	Navion B	N5334K	GEAR UP	LANDING
3-2821	8-8-67	Champion	N9548S	COLLAPSED GEAR	LANDING
3-4116	+11-17-67	Piper PA-32	N3223W	ENGINE FAILURE/COLLISION	CLIMB-OUT/LANDING
3-0404	2-15-68	Cessna 150	N6472F	STALL	GO-AROUND
3-4532	+3-29-68	Beech 35	N8709A	ENGINE FAILURE/STALL	INITIAL CLIMB
3-1925	5-19-68	Champion	N5119T	GRND LOOP COLLAPSED GEAR	LANDING ROLL
3-3747	10-20-68	Beech 35	N2786V	COLLAPSED GEAR	LANDING

*- Single event; two A/C
+- Occurred off the airport

FILE #	DATE	A/C MODEL	N#	TYPE OF ACCIDENT	PHASE OF FLIGHT
3-3988	10-27-68	Cessna 150	N22444	COLLISION W/FENCE	TAXI
3-2087	7-5-69	Cessna 150	N3793J	HARD LANDING/GEAR FAILURE	LANDING
3-4216	10-13-69	Taylor DC65	N67755	GRND LOOP/OBJ COLLISION	LANDING ROLL
3-4229	10-13-69	Piper PA-28	N7165R	GRND LOOP/OBJ COLLISION	LANDING ROLL
3-4375	11-9-69	Piper PA-23	N1038P	GEAR UP	LANDING
3-2348	5-27-70	Cessna 172K	N84644	COLLISION W/POLE	TAXI
3-2394	6-7-70	Cessna 182	N3474R	HARD LANDING	LANDING
3-2702	6-22-70	Piper PA-28	N5385W	COLLISION W/GROUND	IN FLIGHT
3-2883	7-3-70	Cessna 150	N50668	HARD LANDING/GEAR FAILURE	LANDING
3-3032	7-15-70	Cessna 150	N8049M	HARD LANDING/GEAR FAILURE	LANDING
3-3417	8-31-70	Cessna 150	N6422G	HARD LANDING/GEAR FAILURE	LANDING
3-4378	12-13-70	Cessna 190	N9815A	GRND LOOP/NOSE OVER	LANDING ROLL
3-0566	1-14-71	Tradewinds	N6640R	COLLAPSED GEAR	TAXI
3-1196*	4-11-71	Cessna 150	N3202X	COLLISION W/TREES	INITIAL CLIMB
3-4387**	12-4-71	Beech 35	N3009V	COLLISION W/A/C ON GROUND	TAXI
3-4387**	12-4-71	Piper PA-28	N3972R	COLLISION W/A/C ON GROUND	TAXI
3-0427	+2-2-72	Cessna 182M	N70655	ENGINE FAIL/GRND COLLISION	INITIAL CLIMB
3-1833	5-21-72	Cessna 172	N7775G	HARD LANDING	LANDING
3-1358	+8-27-72	Cessna 150H	N50207	ENG FAIL/BUILDING COLLISION	IN FLIGHT/LANDING
3-3402	9-4-72	Champion	N2549F	GRND LOOP/POLE COLLISION	LANDING ROLL
3-3002	+10-7-72	Midgt Must	N93177	ENG FAIL/OBJ COLLISION	LANDING PATTERN
3-2402	8-10-73	Cessna 150	N5988J	UNDERSHOOT/OBJ COLLISION	LANDING
3-3890	+12-24-73	Cessna 150G	N2249J	ENG FAIL/NOSE OVER	IN FLIGHT/LANDING
3-0611	3-23-74	Champion	N9548S	HARD LANDING/NOSE OVER	LANDING
3-1148	4-25-74	Aeronca	N83023	GRND LOOP/NOSE OVER	LANDING ROLL
3-2803	8-30-74	Cessna 150	N19281	HARD LANDING/GEAR FAILURE	LANDING

*- Not accredited to RHV NTSB Error

**- Single event; two A/C

+ - Incidents occurring off the airport

FILE #	DATE	A/C MODEL	N#	TYPE OF ACCIDENT	PHASE OF FLIGHT
3-1725	6-14-75	Cessna 170	N2524V	HARD LANDING/GEAR FAILURE	LANDING
3-1602	+6-17-75	Piper PA-28	N33020	ENG FAILURE/GRND COLLISION	LANDING GO-AROUND
3-2383	9-1-75	Cessna 150	N2519Q	HARD LANDING/GEAR FAILURE	LANDING
3-3856	+12-7-75	Cessna T210L	N30224	ENG FAIL/TREE COLLISION	LANDING-FINAL
3-0472	3-5-76	Cessna 182	N2487R	HARD LANDING/GEAR FAILURE	LANDING
3-0471	3-7-76	Cessna 150	N8373M	GRND LOOP/VASI COLLISION	LANDING ROLL
3-1615	+1-27-77	Rockwell 112	N1361J	ENG FAIL/AUTO COLLISION	PATTERN/ROAD
3-1795	7-10-77	Cessna 182	N2363G	HARD LANDING/GEAR FAILURE	LANDING
3-0980	+4-11-78	Brittnorman	N97JA	ENG FAILURE/POLE COLLISION	IN FLIGHT/FINAL
3-1747	5-18-78	Maule 235C	N9161E	HARD LANDING/GEAR FAILURE	LANDING
3-1138	6-2-78	Taylor DC65	N48832	HARD LANDING/RUNWAY COLLISION	LANDING
3-1757	+6-29-78	Cessna 150	N11388	ENGINE FAIL/NOSEOVER	IN FLIGHT/LANDING
3-2069	+8-11-78	Beech C23	N9759L	ENGINE FAIL/FENCE COLLISION	IN FLIGHT/LAND
3-3170	+9-13-78	Bellanca 17	N6626V	ENGINE FAIL/STALL	TAKEOFF/FINAL
3-0727	4-24-79	Taylor 65	N67755	NOSEOVER	LANDING ROLL
3-2834	12-5-79	Beech H35	N391B	GEAR RETRACTED	LANDING ROLL
3-0468	4-30-80	Taylor 65	N50839	GRND LOOP/NOSEOVER	LANDING ROLL
3-2215	8-24-80	Piper PA-24	N7951P	HARD LANDING/GEAR FAILURE	LANDING
3-3776	11-27-80	Beech C23	N6708N	OVERSHOOT/GEAR FAILURE	LANDING/ROLL
3-0629	4-15-81	Cessna 170B	N3408C	GRND LOOP/NOSEOVER	LANDING ROLL
3-1564	7-15-81	Bolen 172	N3902F	GROUND LOOP	LANDING
3-2343	9-7-81	Piper PA-44	N81342	ENG FAIL/GROUND COLLISION	IN FLT/PATTERN

+ - Occurred off the airport

FILE #	DATE	A/C MODEL	N#	TYPE OF ACCIDENT	PHASE OF FLIGHT
*LAX82DA065A	2-6-82	Cessna 180	N3343D	GRND COLLISION W/A/C	TAXI FOR TAKEOFF
*LAX82DA065B	2-6-82	Bellanca	N71681	GRND COLLISION W/A/C	STANDING
LAX82DA342	9-12-82	Beech F33A	N2306M	GEAR FAILURE	LANDING ROLL
LAX82DA352	+9-22-82	Bellanca	N74440	UNDERSHOOT/TERRAIN COLL	FINAL APPROACH
LAX83FVM07	1-16-83	Pitts SIS	N15HR	GRND LOOP/NOSEOVER	LANDING ROLL
LAX83LA127	3-6-83	Cessna 310C	N1884H	GEAR FAIL/GEAR COLLAPSE	CLIMB/ROLLOUT
LAX83FVM10	9-13-83	Robinson**	N8398Q	ENG FAIL/HARD LANDING	
LAX84LA050	+11-6-83	Cessna 150H	N2326B	ENG FAIL/TERRAIN COLL	LANDING
LAX84LA470	9-2-84	Piper PA28	N29484	ENG FAIL/FENCE COLLISION	TAKE OFF/LANDING
LAX85LA359	+8-20-85	Cessna 150	N6900S	ENG FAIL/GRND COLL/NOSEOVER	PATTERN/LAND
LAX85LA381	9-4-85	Cessna 402	N4597Q	GEAR UP	LANDING
LAX85LA401	9-23-85	Beech P60	N973T	GRND COLL W/OBJECT	ROLLOUT
LAX86LA040	+11-17-85	Piper PA28	N41309	ENG FAIL/FENCE COLLISION	LANDING
LAX86LA051	+12-1-85	Pitts S1-C	N75PB	PWR LOSS/TERRAIN COLL	LANDING
LAX86LA088	+1-10-86	Cessna 172	N733ZF	ENG FAIL/TREE&BUILDING COLL	LANDING
LAX86LVM02	2-23-86	Bellanca 7	N53893	GRND LOOP/NOSEOVER	LANDING ROLL
LAX86LA170	+4-9-86	Piper PA-28	N9237K	PWR LOSS/TERRAIN COLL	TAKEOFF
LAX86LA254	+6-16-86	NA Navion	N91608	ENG FAIL/POLE COLLISION	CRUISE/LANDING
LAX86FVM07	8-7-86	Cessna 177RGN	45188	GEAR UP	LANDING
LAX87LA038	11-12-86	Piper PA28	N5153W	LOSS CONTROL/FENCE COLL	STARTING ENGINE
LAX87LA048	+12-13-86	Piper PA32	N2209Q	ENG FAIL/HARD LANDING	CLIMB/LANDING
LAX87LA275	+7-20-87	Piper PA-28	N91338	PWR LOSS/TERRAIN COLL	CLIMB/LANDING
LAX87LA218	+5-27-87	Cessna 150L	N6669G	UNDERSHOOT/COLL W/TREES	LANDING
LAX88LA010	10-9-87	Piper PA18	N4085E	GRND LOOP/TERRAIN COLL	LANDING
LAX88LA055	11-21-87	Cessna 172	N9568G	HARD LANDING	LANDING
DEN88FA033	+12-5-87	Piper PA28	N9309N	ENG FAIL/TERRAIN COLL	CLIMB/IN FLIGHT
LAX88DVM01	+2-9-88	Beech M35	N2036C	PWR LOSS/COLL W/AUTOS	LANDING

*-SINGLE EVENT

**-HELICOPTER

+--OCCURRED OFF THE AIRPORT

REV. Oct. '89