

**CARSON CITY AIRPORT AUTHORITY
MEETING AGENDA**

Wednesday, March 15, 2023 – 5:30 P.M.

Public Meeting at:

**CARSON CITY COMMUNITY CENTER
(Robert Crowell Board Room)
851 E. William
Carson City, Nevada**

This Agenda Prepared by Corey Jenkins, Airport Manager

- A. CALL TO ORDER, ROLL CALL, AND DETERMINATION OF QUORUM.
 - B. PLEDGE OF ALLEGIANCE
 - C. APPROVAL OF THE MINUTES OF PAST MEETINGS OF THE AIRPORT AUTHORITY.
 - D. MODIFICATION OF THE AGENDA. *The Chairman reserves the right to modify the agenda in order to most effectively process the agenda items. Items may be taken out of order; Items may be combined for consideration by the Authority; Items may be pulled or removed from the agenda at any time.*
 - E. PUBLIC COMMENT. Members of the public who wish to address the Airport Authority may speak on *agendized and non-agendized matters* related to the Airport. Comments are limited to three (3) minutes per person or topic. If your item requires extended discussion, please request the Chairman to calendar the matter for a future Airport Authority meeting.
 - 1. The public may provide public comment in advance of a meeting by written submission to the following email address: mgolden@flycarsoncity.com. For inclusion or reference in the minutes of the meeting, your public comment must include your full name & address and be submitted via email by not later than 5:00 p.m. the day before the meeting. The Carson City Airport Authority values your input. Members of the public who wish to provide live public comment may do so during the designated public comment periods, indicated on the agenda in person.
- *****
- F. AIRPORT ENGINEER’S REPORT (*Non-Action Item*).
 - G. CONSENT AGENDA
 - 1. FOR POSSIBLE ACTION: APPROVE ORTIZ BROS. AVIATION, LLC LEASE ASSIGNMENT TO ECHO DELTA COMMUNITY ASSOCIATION AS THE HANGAR OWNER’S ASSOCIATION.

Staff Summary: Ortiz Brothers Aviation would like to complete a lease assignment to the Hangar Association Echo Delta Community Association.

2. FOR POSSIBLE ACTION: APPROVE LEASE TO HIGH SIERRA PILOTS, LLC DOING BUSINESS AS STEW'S AERO SERVICES FOR THE PARCEL APN 005-011-94 LOCATED AT 4331 GONI ROAD, OF APPROXIMATELY 24,900 SQUARE FEET INCLUDING ALL IMPROVEMENTS.

Staff Summary: The parcel was posted for bid per NRS 244.283, and Stew's Aero was the winning bidder at the November 16, 2022, CCAA meeting. The lease was generated to meet the conditions of the winning bid.

3. FOR POSSIBLE ACTION: ADOPTION OF SMALL BUSINESS IMPACT STATEMENT FOR THE UPDATED THROUGH THE FENCE FEES FOR THE CARSON CITY AIRPORT ADOPTED OCTOBER 19, 2022, WHICH REFLECT THE CURRENT COST OF AIRPORT MAINTENANCE AND AMOUNT OF HANGAR SPACE AND AIRCRAFT PARKING; AND REAFFIRM THE RATE CHARGE AND APPROVE AN AMENDMENT TO THE CARSON CITY MUNICIPAL CODE TITLE 10.03.060 FEES TO REFLECT THE UPDATE.

Staff Summary: The fee change was approved based on a calculation of the Airport operating costs and forecasted pavement maintenance expenses. NRS 237 requires that a Business Impact Study be made. Such Study was made and provided to the TTF permittees and both consented to the fee changes. As such, the Authority is being requested to approve the Business Impact Statement and find that the fees do not impose a direct and significant economic burden on businesses, nor directly restrict the formation, operation or expansion of a business.

H. PUBLIC HEARINGS

1. FOR DISCUSSION AND POSSIBLE ACTION: REVIEW AND APPROVE REQUEST FROM CARSON TAHOE EXECUTIVE, LLC TO (1) CONSTRUCT A BULK FUEL FACILITY ON THEIR LEASE PARCEL (APN 005-011-83), (2) TO UTILIZE A FUEL TRUCK AS A TEMPORARY FUEL FACILITY WHILE OBTAINING PERMITS AND CONSTRUCTION OF A PERMANENT FUEL FACILITY (TRUCK-TO-TRUCK) (3) ESTABLISH A FUEL FLOWAGE RATE AND (4) IF NECESSARY AMEND THE LEASE TO ALLOW FUEL TRANSFERS FROM THE TEMPORARY FUEL TRUCK/FACILITY; DETERMINE CONDITIONS AND COMPLIANCES.

Staff Summary: Carson City Municipal Code Title 19.02.020.340 requires Airport Authority approval for any improvement at the airport that requires a permit from the City. Carson Tahoe Executive is seeking approval for the development of a Bulk Fuel Facility, so they can pursue the necessary permits from all applicable regulatory authorities. All permits must be obtained for construction within 120 days and construction must be completed within 2 years of approval, additional time may be requested for unavoidable delays out of the control of Carson Tahoe Executive. The Approval of the Carson City Airport Authority is still subject to all applicable federal, state, and local regulations and does not take precedent over any other regulatory authority. The truck-to-truck operation as a temporary fuel facility is a proposal for a temporary approval directly tied to the construction of the fuel facility. If the tenant fails to construct the fuel farm in the approved time

frame, the temporary truck-to-truck fuel facility approval will be revoked. The fuel flowage fee proposed is the one established in the airport fee schedule effective July 2021 at \$0.05 per gallon. The lease permits sales of fuel from a fuel facility and may need to be amended if the truck-to-truck transfer is approved.

1. FOR DISCUSSION AND POSSIBLE ACTION: REVIEW AND APPROVE FY 23/24 PRELIMINARY BUDGET FOR SUBMISSION TO THE NEVADA DEPARTMENT OF TAXATION. (C. JENKINS)

Staff Summary: This is the second review of the FY 23/24 Preliminary budget. NRS statute requires that a preliminary budget must be approved and submitted to the Nevada Department of Taxation no later than April 15, 2023.

- I. AIRPORT MANAGER’S REPORT (*Non-Action Item*).
- J. LEGAL COUNSEL’S REPORT (*Non-Action Item*).
- K. TREASURER’S REPORT (*Non-Action Item*).
- L. REPORT FROM AUTHORITY MEMBERS (*Non-Action Item*).
 1. Status review of projects
 2. Internal communications and administrative matters
 3. Correspondence to the Authority
 4. Status reports and comments from the members of the Authority
- M. PUBLIC COMMENT. Members of the public who wish to address the Airport Authority may speak about items discussed on the agenda related to the Airport. Comments are limited to three (3) minutes per person or topic. If your item requires extended discussion, please request the Chairman to calendar the matter for a future Airport Authority meeting.
- N. AGENDA ITEMS FOR NEXT REGULAR MEETING (*Non-Action Item*).
- O. ACTION ON ADJOURNMENT.

* * * * *

DELIVERED (via E-Mail) to the FOLLOWING LOCATIONS for POSTING by 9am, March 10, 2023

The Carson City Airport (CCA) Website: www.flycarsoncity.com	
Airport Terminal Building 2600 College Parkway Carson City, NV	Mountain West Aviation 2101 Arrowhead Dr. Carson City, NV
Sterling Air, Ltd. 2640 College Parkway Carson City, NV	State of Nevada Public Notice Website https://notice.nv.gov
<i>~ Distribution made to others per request and as noted on the Airport Authority Distribution List ~ Supporting materials will be posted to the Carson City Airport website www.flycarsoncity.com as available, and can be obtained upon request from the Airport Manager, 2600 E. College Parkway #6, Carson City, NV</i>	

NOTE: The Airport Authority is pleased to make reasonable accommodations for the public who are disabled and wish to attend this meeting. If special arrangements for the meeting are necessary, please notify the Airport Authority at (775) 841-2255 or cjenkins@flycarsoncity.com

Notice: NRS 241.020(3)(b) states that a request for mailed notice of meetings automatically lapses six months after it is made to the public body. A separate written request is not required for each meeting although requests are limited to six months at a time.

THE CARSON CITY AIRPORT AUTHORITY ENCOURAGES WRITTEN COMMENTS FROM THE PUBLIC. Comments should be addressed to the **Airport Manager**, and sent to the following address:

Carson City Airport Authority 2600 E. College Parkway #6, Carson City, Nevada 89706

DRAFT MINUTES
Regular Meeting
Carson City Airport Authority (CCAA)
Wednesday, February 15, 2023 ● 5:30 PM
Community Center Robert “Bob” Crowell Board Room
851 East William Street, Carson City, Nevada

Authority Members

Chair – Michael Golden	Vice Chair – Tim Puliz
Treasurer – Jon Rogers	Member – Curtis Horton
Member – Paul Hamilton	Member – Karl Hutter
Member – Harlow Norvell	

Staff

Steve Tackes – Airport Counsel
Corey Jenkins – Airport Manager
Danielle Howard – Public Meetings Clerk

NOTE: A recording of these proceedings, the Board’s agenda materials, and any written comments or documentation provided to the recording secretary during the meeting are public record. These materials are on file in the Clerk-Recorder’s Office, and available for review during regular business hours.

Audio recordings and the meeting minutes of the Carson City Airport Authority meetings are available on www.carson.org/minutes.

A. CALL TO ORDER, ROLL CALL, AND DETERMINATION OF QUORUM

(5:31:18) – Chairperson Golden called the meeting to order at 5:31 p.m. Roll was called, and a quorum was present.

Attendee Name	Status	Arrived
Chairperson Michael Golden	Present	
Vice Chair Tim Puliz	Present (via WebEx)	
Treasurer Jon Rogers	Present	
Member Curtis Horton	Present	
Member Paul Hamilton	Present	
Member Karl Hutter	Present	
Member Harlow Norvell	Present	

B. PLEDGE OF ALLEGIANCE

(5:32:04) – Led by Member Horton.

C. APPROVAL OF THE MINUTES OF PAST MEETINGS OF THE AIRPORT AUTHORITY.

(5:32:27) – Chairperson Golden introduced the item and entertained questions, comments, and a motion.

(5:32:40) – **MOTION:** Member Horton moved to approve the January 18, 2023 meeting minutes as presented with, Member Hutter abstaining, as he was not present during the January 18, 2023 meeting.

RESULT:	APPROVED (6-0-1)
MOVER:	Horton
SECONDER:	Norvell
AYES:	Golden, Puliz, Rogers, Horton, Jones, Hamilton, Norvell
NAYS:	None
ABSTENTIONS	Hutter
ABSENT:	None

D. MODIFICATION OF THE AGENDA.

(5:33:00) – Chairperson Golden requested that the Members keep their comments to a minimum due to Vice Chairperson Puliz’s availability during the meeting, and he indicated that the agenda would be modified to move agenda item H-1 to the Consent Agenda (agenda item G).

E. PUBLIC COMMENT.

(5:34:22) – Chairperson Golden entertained public comments. Mark Robinson and Phil Harper of Heritage Hangars introduced themselves. Mr. Robinson explained that he and Mr. Harper maintain their taxiways, and he stated that anyone being authorized to use those taxiways was “not a problem.” He stated that there had been vehicles from construction companies that were using the taxiways out of convenience rather than necessity with weights that exceed the capacity of which the taxiways should hold, as the asphalt was three inches thick. He mentioned that there had been trucks that were hauling dirt from a construction site using the taxiway through the back of the Airport property, throwing gravel, and depleting the taxiway. Mr. Robinson added that he had brought the matter to Mr. Jenkins’ attention, and Mr. Jenkins stopped the trucks from using the taxiway. Mr. Robinson objected to the construction companies having the right to use the taxiway because Heritage Hangars would be responsible for repairing the taxiway if the company’s vehicles damage the taxiway, and he noted that he may be able to sue for damage to the taxiway as the only recourse. He also pointed out that the vehicles used unpaved areas with waterlines underneath those areas, and he believed that the vehicles were likely damaging the waterlines. He suggested including a warning for using the taxiway or require the use only for when it is a necessity to do so. Chairperson Golden recommended that Mr. Robinson and Mr. Harper stay at the meeting for the Airport Manager’s Report (agenda item I).

F. AIRPORT ENGINEER’S REPORT

(5:39:14:) – Chairperson Golden introduced the item. Armstrong Consultants Airport Project Manager Nadine Burgard, appearing remotely, referenced the report, which is incorporated into the record.

G. CONSENT AGENDA

(5:41:18) – Chairperson Golden introduced the item and referenced the agenda materials for agenda item H-1, which are incorporated into the record. He added that he would be abstaining from the vote due to a conflict of interest before entertaining Member comments and questions and a motion.

(5:42:52) – MOTION: Treasure Rogers moved to approve the Consent Agenda as presented.

RESULT:	APPROVED (6-0-1)
MOVER:	Rogers
SECONDER:	Norvell
AYES:	Puliz, Rogers, Horton, Hamilton, Hutter, Norvell
NAYS:	None
ABSTENTIONS	Golden
ABSENT:	None

H. PUBLIC HEARINGS

1. FOR DISCUSSION AND POSSIBLE ACTION: REVIEW AND APPROVE AGREEMENT TO POSTPONE OR AVOID LEASE TERMINATION WITH KCXP INVESTMENTS.

This item was placed on the Consent Agenda.

2. FOR DISCUSSION AND POSSIBLE ACTION: REVIEW RESEARCH AND ANALYSIS OF AIRPORT STAFFING NEEDS AND APPROVE ADDITIONAL STAFF POSITION OF SUPERVISOR OF AIRPORT OPERATIONS AND MAINTENANCE.

(5:43:16) – Chairperson Golden introduced the item. Mr. Jenkins and Mr. Tackes referenced the Staff Report and the February 15, 2023 Carson City Airport Staff Assessment, both of which are incorporated into the record. Chairperson Golden commented that the Airport was “grossly understaffed,” and he stated that discussions with Mr. Jenkins on the matter emphasized the number of current Airport operations. He added that the Airport was the busiest airport in the region with more operations than surrounding airports.

(5:52:54) – In response to Chairperson Golden’s question, Treasurer Rogers indicated that the Airport could afford the additional position, and the fiscal year (FY) 2023/2024 preliminary Budget included the costs associated with the position for if the Authority approved the request to hire an additional staff member.

(5:53:40) – Chairperson Golden entertained additional input, and Mr. Jenkins and Mr. Tackes responded to clarifying questions. Member Hamilton wished to have staff coverage at the Airport during the weekends when needed, and Mr. Jenkins explained that a second Airport employee would work from Thursday through Sunday at the Airport to ensure that the Airport has coverage for every day of the week.

(5:55:24) – Member Norvell echoed Chairperson Golden’s input and strongly supported the addition of another staff member.

(5:55:46) – Member Hutter commented that “it’s a testament to [Mr. Jenkins’] good management of our airport that we’re actually in a place now to know what’s the this and the that and to have had a nice period of stable and competent leadership that helps us kind of get the house in order.” He also complimented Mr. Jenkins’ professionalism. He wished to allow the Airport Manager to focus on such managerial-level issues as safety, costumer service, and business development.

(5:57:01) – Treasurer Rogers noted that the requested position would have the opportunity to be cross trained in some of Mr. Jenkins’ duties, and in the event of a disruption, the staff member could cover those duties rather than an Authority Member.

(5:57:53) – Vice Chairperson Puliz agreed with all the other Members’ input and wished to ensure that the interaction between Treasurer Rogers and Mr. Jenkins “goes forward responsibly regarding cost.”

(6:01:29) – Chairperson Golden entertained a motion.

(6:01:41) – MOTION: Member Hutter moved to approve the request to hire one additional staff member.

RESULT:	APPROVED (7-0-0)
MOVER:	Hutter
SECONDER:	Norvell
AYES:	Golden, Puliz, Rogers, Horton, Hamilton, Hutter, Norvell
NAYS:	None
ABSTENTIONS	None
ABSENT:	None

3. FOR DISCUSSION AND POSSIBLE ACTION: CONSIDERATION FOR PAY INCREASE FOR AIRPORT MANAGER.

(6:01:59) – Chairperson Golden introduced the item. Mr. Tackes referenced the Board Memo, which is incorporated into the record, and added that Mr. Jenkin had performed every duty in the job description “and more.” He also noted that Mr. Jenkins had several accomplishments, including the updated Airport Driving Rules, dealing with Airport break-ins, and approaching and working with individuals who wish to build hangars on the Airport and/or are seeking to develop new projects on the Airport.

(6:04:33) – Treasurer Rogers entertained Member comments and responded to clarifying questions. Member Hamilton believed that Mr. Jenkins had made “great decisions” and commented that he has not heard any complaint towards Mr. Jenkins from Airport tenants. Member Horton stated that all his interactions with Mr. Jenkins had been “excellent,” and Mr. Jenkins was “very thorough” with his work, “very knowledgeable,” and helpful. Member Norvell believed that the Airport Manager position was underpaid for the last 20 years, as the position was originally part time, and pointed out that the staff budget for surrounding airports was “many times greater” than the Airport’s staff budget. He wished to apply a raise that was more than 10 percent, though he supported the 10 percent raise as indicated in the agenda materials, and he hoped that the Authority would have Mr. Jenkins as the Airport Manager long enough “to pay him what he’s really worth.” Member Hutter indicated

that he “can’t say enough about the capability that [Mr. Jenkins] has brought to the role,” and he stated that he would recommend a raise within the 12 percent range based on Mr. Jenkins’ capabilities and inflation. He added that the continual growth in the top line that the Airport was experiencing was indicative of the success that Mr. Jenkins has accomplished through his positive representation. Treasurer Rogers complimented Mr. Jenkins’ knowledge of airport operations and his “entrepreneurial spirit,” including managing the Airport’s finances closely and carefully. Vice Chairperson Puliz agreed with all the other Members’ input and pointed out that he expected Mr. Jenkins’ pay to grow proportionately along with the growth of the Airport’s base income. Chairperson Golden stated that Mr. Jenkins’ commitment to the Airport’s operation was “unbelievable,” and he commented that Mr. Jenkins was “an impeccable member of the organization and a tremendous asset.” He also supported a raise greater than 10 percent and echoed Member Hamilton’s comment.

(6:13:54) – Member Norvell believed that the pay increase should be 20 percent instead of the proposed 10 percent, and discussion ensued on the matter, during which Treasurer Rogers stated that the Authority could afford a 15 percent pay raise.

(6:15:19) – MOTION: Member Norvell moved to approve the raise of 20 percent for Corey Jenkins effective March 1, 2023. Treasurer Rogers requested that the Members reconsider the proposed pay raise and instead approve a 20 percent pay increase; however, Member Norvell believed the 20 percent pay increase was “a good investment.” Vice Chairperson Puliz believed that the Authority had a responsibility to respect the Treasurer’s budgetary comments, and the Authority had a fiscal responsibility for which the Authority depended on Treasurer Rogers to budget correctly. He supported Treasurer Roger’s suggestion.

RESULT:	FAILED (3-4-0)
MOVER:	Norvell
SECONDER:	Hutter
AYES:	Horton, Hutter, Norvell
NAYS:	Golden, Puliz, Rogers, Hamilton
ABSTENTIONS	None
ABSENT:	None

(6:20:21) – Member Norvell agreed to revise his motion. **MOTION: Member Norvell moved to approve the raise of 15 percent for Corey Jenkins effective March 1, 2023.**

RESULT:	APPROVED (7-0-0)
MOVER:	Norvell
SECONDER:	Hutter
AYES:	Golden, Puliz, Rogers, Horton, Hamilton, Hutter, Norvell
NAYS:	None
ABSTENTIONS	None
ABSENT:	None

(6:21:04) – Chairperson Golden noted that the Authority was making an investment in Mr. Jenkins and stated that the Authority “would greatly appreciate a return on that investment, and we expect that you’re going to earn this.”

4. FOR DISCUSSION AND POSSIBLE ACTION: REVIEW AND DISCUSS FY 23/24 PRELIMINARY BUDGET

(6:21:29) – Chairperson Golden introduced the item. Treasurer Rogers and Mr. Jenkins referenced the FY 2023/2024 Preliminary Budget Worksheet, which is incorporated into the record.

(6:32:43) – Chairperson Golden entertained Member comments. Member Hamilton supported the philosophy of using the money the Authority has to invest in the Airport as opposed to “trying to build up a big bank account.” No formal action was taken on this item.

I. AIRPORT MANAGER’S REPORT

(6:34:08) – Chairperson Golden introduced the item. Mr. Jenkins presented his report, which is incorporated into the record, and responded to clarifying questions.

J. LEGAL COUNSEL’S REPORT

(6:43:40) – Chairperson Golden introduced the item. Mr. Tackes stated that there were two bills that had been introduced so far for the 2023 Session of the Nevada Legislature that would affect the CCAA, with one of those bills affecting Open Meeting Law (OML) and the other bill affecting ethics and conflict of interest, both of which Mr. Tackes would be tracking.

K. TREASURER’S REPORT

(6:44:10) – Chairperson Golden introduced the item, and Treasurer Rogers indicated that there were no additional items to report.

L. REPORT FROM AUTHORITY MEMBERS

1. STATUS REVIEW OF PROJECTS

2. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

3. CORRESPONDENCE TO THE AUTHORITY

4. STATUS REPORTS AND COMMENTS FROM THE MEMBERS OF THE AUTHORITY

(6:44:23) – Chairperson Golden entertained Member reports. He informed the Members that he and Mr. Jenkins flew to Silver Springs to look at the aggregate that was being used to cover the dirt in the infield of the airport.

M. PUBLIC COMMENT.

(6:45:05) – Chairperson Golden entertained public comments. Referencing Mr. Jenkins’ report, Mr. Robinson believed that the construction companies should be warned by the Airport that they may be held liable for damages caused to property.

N. AGENDA ITEMS FOR NEXT REGULAR MEETING

(6:46:26) – Chairperson Golden entertained requests for agenda items for the next CCAA meeting; however, none were forthcoming.

O. ACTION ON ADJOURNMENT.

(6:46:43) – Chairperson Golden adjourned the meeting at 6:46 p.m.

The Minutes of the February 15, 2023 Carson City Airport Authority meeting are so approved on this 15th day of March 2023.



ARMSTRONG

Airport Improvement Update

CARSON CITY AIRPORT – CARSON CITY, NEVADA

March 2023

ENGINEERING UPDATE

Project Updates:

Acquire Snow Removal Equipment:

- Ramp plow delivered
- Snow plow truck tentative delivery: September
- ACI will participate in acceptance of equipment

Aeronautical Survey for Nighttime Approach:

- FY22 project (Phase 2) design for offset PAPI & MALSF
 - Design in progress
 - Lean working on electrical requirements
 - ACI working on plan for Cinderlite (grading)
- FY23 project (Phase 3) construction for offset PAPI & MALSF
 - FAA grant application submitted

Snow Removal Equipment Building:

- Design/specs updated for re-bid
- Start advertising to bid week of 3/20
- Submit Special Use Permit for City approval
- FY23 grant application submitted, BIL funding only

Other:

ACIP meeting with FAA held on Feb 27; submission required by May 5

CARSON CITY AIRPORT

CURRENT PROJECT DASHBOARD

Date Updated: 3/10/2023

AIP Funded Projects																			
Project	ACI Task Order	Grant Number	Project Status	Preliminary Grant Application	NEPA Documentation	City Planning Status	Draft Task Order	IFE	Final Task Order	RON	Design Status	Bidding Status	Final Grant Application	Grant Status	Construction Status	Billing Status	Budget Status	Contractor	Notes
Construct SRE Bldg (Bid and Const)	E	3-32-0004-0XX-20XX	Rebid	Completed	Completed	SUP drafted	Completed	Completed	Completed	Completed	Completed	Rebid April	TBD after bidding	TBD	TBD	No Billing Issued Yet	TBD	TBD	FY2023 BIL funding. Need to submit SUP to City. Bid opening planned for April.
Acquire SRE	F	3-32-0004-037-2021	Pending Delivery	Completed	Completed	N/A	Completed	N/A	Completed	Completed	Equipment Identified	Completed	Completed	Issued	N/A	Paid up to date	No Issues Anticipated	Henke Mfg	Ramp plow delivered; pending remaining equipment delivery
Install Approach Lighting (Phase 2 - Offest PAPI & MALSF Design)	H	3-32-0004-042-2022	Open	Completed	Completed	N/A	Completed	Completed	Completed	Completed	In Progress	N/A	Completed	Issued	N/A	Paid up to date	TBD	N/A	Design with Lean in progress
Install Approach Lighting (Phase 3 - Offest PAPI & MALSF Construction)	I	3-32-0004-0XX-2023	Applied for Funding	Completed	Completed	N/A	In Progress	In Progress	In Progress	In Progress	In Progress	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Awaiting grant funding; should be able to bid this year.





CCAA BOARD MEMO

Agenda Item: G-1

BOARD MEMO 2023-08

Meeting Date: March 15, 2023

Agenda Title: FOR POSSIBLE ACTION: APPROVE ORTIZ BROS. AVIATION, LLC LEASE ASSIGNMENT TO ECHO DELTA COMMUNITY ASSOCIATION AS THE HANGAR OWNER'S ASSOCIATION.

Staff Summary: Ortiz Brothers Aviation would like to complete a lease assignment to the Hangar Association Echo Delta Community Association.

Agenda Action: Formal Action/Motion

Time Requested: 0 Minutes

Proposed Motion

I move to approve the Ortiz Bros. Aviation, LLC Lease Assignment to Echo Delta Community Association as the hangar owner's association.

CCAA'S Strategic Goal

Support economic activity in the region

Previous Action and Executive Summary

The lease for parcel APN 005-091-30 was originally issued to Ortiz Bros. Aviation, LLC in May 2021 (Doc. Number 521392) for construction of hangars for aircraft storage. Section 9 of the lease allows for the assignment of the lease to a hangar owners association.

"9. ASSIGNMENT AND SUBLEASING. Tenant shall be permitted to assign this lease to a hangar owners association to allow individual ownership of hangars and such association shall be a single entity responsible to Landlord, but Tenant shall have no other right to assign or sublet its interest in this lease except upon Landlord's prior consent."

November 16, 2022 (Item G-1) – The CCAA approved the assignment to Echo Delta Community Association.

The Carson City Board of Supervisors requested some changes to the assignment and the amended assignment now requires CCAA approval.

Financial Information

Is there a fiscal impact?

☒ No ☐ Yes

If yes, account name/number & amount:

General Fund/ Federal Share:

Is it currently budgeted?

Alternatives

N/A

Board Action Taken:

Motion: _____ 1) _____
2) _____

Aye/Nay

(Vote Recorded By)

APN: 005-091-30

**RECORDING REQUESTED BY AND AFTER
RECORDATION MAIL THIS DOCUMENT TO:**

Ortiz Bros. Aviation NV, LLC
c/o Eric Ortiz
P.O. Box 11033
Zephyr Cove, NV 89448

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**DECLARATION OF CONDOMINIUM COVENANTS
AND RESTRICTIONS FOR
ECHO DELTA COMMUNITY ASSOCIATION
(A LEASEHOLD COMMON INTEREST COMMUNITY)**

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	2
ARTICLE II DESCRIPTION OF PROPERTY RIGHTS AND OBLIGATIONS, COMMON INTERESTS, RIGHTS OF ENJOYMENT AND EASEMENTS.....	5
2.1 Ownership of Condominium.....	5
2.2 Non-Severability of Component Parts of Condominium	6
2.3 Ownership of Common Area	6
2.4 Encumbrances Against Common Area	6
2.5 Taxes and Assessments.....	7
2.6 Owner's Easements of Enjoyment.....	7
2.7 Use of the Common Area	8
2.8 Association's Right to Use of Common Area.....	8
2.9 Easements for Encroachments	8
2.10 Easements of Access for Repair, Maintenance and Emergencies	9
2.11 Utility Easements	9
2.12 Easements Deemed Created.....	9
2.13 Maintenance and Repairs	9
2.14 Structural and Exterior Alterations	9
2.15 Mechanic's Lien Rights	10
2.16 Declarant's Common Area Easement Rights; Dedication of Common Area.....	10
2.16.1 Reservation of Common Area Easements in Favor of Declarant	10
2.16.2 Reservation of Right to Grant Additional Common Area Easements	10
2.17 Rights of Association to Grant Easements Over Common Area and to Dedicate Portions of Common Area	10
2.18 Right of Association to Encumber Common Area	10
2.19 Access to Hangars.....	11
2.20 Declarant Ownership of Hangars.....	11
2.21 Hazardous Materials	11
ARTICLE III UNIT BOUNDARIES, USE RESTRICTIONS, MAINTENANCE OBLIGATIONS AND PRIVATE EASEMENTS	11
3.1 Hangar Boundaries.....	11
3.2 Lease	12
3.3 Use Restrictions	12
3.4 Use of the Common Area	12
3.5 Exterior Changes.....	13
3.6 Parking Restrictions	13
3.7 Nuisances	13

3.8	Garbage Collection	13
3.9	Machinery and Equipment.....	13
3.10	Animals	13
3.11	Diseases and Insects.....	14
3.12	Exterior Sound Devices	14
3.13	Fences, Etc	14
3.14	Signs.....	14
3.15	Compliance with Laws; Prohibition of Certain Activities.....	14
3.16	Rules and Regulations.....	15
3.17	Indemnification	15
3.18	Right of Entry	15
ARTICLE IV THE ASSOCIATION		15
4.1	Formation	15
4.2	Association Action; Board of Directors and Officers; Members' Approval	15
4.3	Membership	16
4.3.1	Membership Qualifications.....	16
4.3.2	Members' Rights and Duties	16
4.3.3	Voting	16
4.3.4	Exercise of Voting Rights	16
4.4	Transfer of Membership	16
ARTICLE V POWERS AND DUTIES OF THE ASSOCIATION		17
5.1	Powers.....	17
5.1.1	Assessments	17
5.1.2	Rules and Regulations.....	17
5.1.3	Right of Enforcement.....	17
5.1.4	Delegation of Powers; Professional Management; Other Services	18
5.1.5	Personal Property	18
5.1.6	Other Services and Properties	18
5.2	Duties of the Association	18
5.2.1	Professional Management.....	18
5.2.2	Taxes and Assessments.....	19
5.2.3	Insurance	19
5.2.4	Enforcement of Restrictions and Rules.....	19
5.2.5	Association Property	19
5.2.6	Title to Property Upon Dissolution.....	19
5.2.7	Operation and Maintenance of Common Area	19
5.2.8	Utilities.....	20
5.2.9	Lease	20
5.2.10	Other	20
5.3	Limitations on Authority of Board	20
5.4	Personal Liability	20
5.5	Meetings of Members	21

5.6	Association Books and Records and Association Property	21
5.6.1	Right of Inspection.....	21
ARTICLE VI ASSESSMENTS.....		21
6.1	Agreement to Pay.....	21
6.2	Personal Obligations	21
6.3	Purpose and Amount of Assessments	21
6.4	Annual Assessments	22
6.4.1	Definitions.....	22
6.4.2	Allocation of Annual Assessments	22
6.4.3	Procedure for Establishing Annual Assessments.....	23
6.5	Special Assessments	23
6.6	Capital Improvement Assessments	23
6.6.1	Association's Power to Levy: Definition.....	23
6.6.2	Petition: Association Approval	23
6.6.3	Levy of Capital Improvement Assessments	24
6.6.4	Expenditure for Capital Improvement	24
6.6.5	Deficiency in Capital Improvement Assessment.....	24
6.7	Utilities Assessment.....	24
6.8	Rate of Assessment	24
6.9	Assessment Period	25
6.10	Notices of Assessments; Delinquencies.....	25
6.11	Statement of Account.....	25
6.12	Collection of Assessments	26
6.13	Lien for Assessments; Priority.....	26
6.14	Enforcement of Lien	26
6.14.1	Notice of Delinquent Assessment and Notice of Default	26
6.14.2	Notice of Sale.....	27
6.15	Surplus Funds.....	27
6.16	Reserve Funds	28
ARTICLE VII INSURANCE		28
7.1	Insurance to be Obtained	28
7.2	Other Insurance	28
7.3	Premiums and Reviews.....	28
7.4	Form.....	28
7.5	Adjustment of Losses.....	28
7.6	Owner's Insurance Responsibilities.....	28
ARTICLE VIII DAMAGE, DESTRUCTION, CONDEMNATION OR OBSOLESCENCE		29
8.1	Damage or Destruction	29
8.1.1	Association as Attorney-in-Fact	29
8.1.2	General Authority of Association	29
8.1.3	Duty and Authority to Rebuild	29

8.1.4	Estimate of Costs	29
8.1.5	Funds for Reconstruction.....	29
8.1.6	Repair or Reconstruction	30
8.1.7	Disbursement of Funds for Repair or Reconstruction	30
8.1.8	Decision Not to Rebuild.....	30
8.2	Obsolescence.....	31
8.2.1	Adoption of a Plan	31
8.2.2	Payment for Renewal and Reconstruction.....	31
8.2.3	Distribution of Excess.....	31
8.2.4	Dissents From the Plan	31
8.2.5	Sale of Obsolete Project.....	32
8.3	Condemnation	32
ARTICLE IX PROTECTION OF LENDERS		33
9.1	Encumbrance of Parcels Permitted	33
9.2	Subordination.....	33
9.3	Non-Liability for Unpaid Assessments.....	33
9.4	Breach of Covenants	33
9.5	Notice to Eligible Mortgage Holders, Insurers and Guarantors	33
9.6	Insurance Proceeds and Condemnation Awards.....	34
9.7	Appearance at Meetings.....	34
9.8	Examination of Records.....	34
ARTICLE X SPECIAL DECLARANT'S AND DEVELOPMENTAL RIGHTS.....		34
10.1	General.....	34
10.2	Special Declarant's Rights.....	34
<u>10.3</u>	Final Subdivision Maps.	34
ARTICLE XI DECLARATION SUBJECT TO GROUND LEASE		35
11.1	Owners Rights Subject to Ground Lease	35
11.2	Ground Lease Information.....	35
ARTICLE XII MISCELLANEOUS PROVISIONS		36
12.1	Duration	36
12.2	Amendment.....	36
12.3	Enforcement and Waiver	37
12.3.1	Owner's Right of Enforcement.....	37
12.3.2	Violations and Nuisance	37
12.3.3	Violation of Law	37
12.3.4	Remedies Cumulative	37
12.3.5	Nonwaiver.....	38
12.4	Termination of Former Owner's Liability for Assessment.....	38
12.5	Notices	38
12.6	Approvals.....	38

12.7	Construction and Severability; Singular and Plural; Titles.....	38
12.7.1	Restrictions and Easements Construed Together.....	38
12.7.2	Restrictions and Easements Severable.....	38
12.7.3	Singular Includes Plural.....	39
12.7.4	Captions	39

**DECLARATION
OF CONDOMINIUM COVENANTS AND RESTRICTIONS FOR
ECHO DELTA COMMUNITY ASSOCIATION**

(A LEASEHOLD COMMON INTEREST COMMUNITY)

THIS DECLARATION OF CONDOMINIUM COVENANTS AND RESTRICTIONS FOR ECHO DELTA COMMUNITY ASSOCIATION (“**Declaration**”) is made this ____ day of _____, 2023, by ORTIZ BROS. AVIATION NV, LLC., a Nevada limited liability company (“**Declarant**”), as follows:

RECITALS:

A. Declarant is the owner of a leasehold interest (the “**Lease**” or “**Ground Lease**,” more particularly described in Section 1.21 below) in that certain piece of real property situate in the consolidated municipality of Carson City, State of Nevada and described in **Exhibit A** hereto (the “**Property**”).

B. Declarant intends to create a common-interest community within the Property as defined in Chapter 116 of the Nevada Revised Statutes (the “**Act**”) and to sell and convey Hangars (below defined) therein subject to (i) the covenants, conditions, restrictions, equitable servitudes and charges set forth herein which establish a general plan of improvement for the benefit of all of the Hangars, (ii) the conditions set forth in the Ground Lease, and (iii) Title 19 of the Carson City Municipal Code (Airport Rules and Regulations). The common-interest community created hereby is a condominium as defined in the Act.

C. Declarant reserves the right to create a maximum of eighteen (18) Hangars within the Project (defined in Section 1.30 below).

D. Declarant further declares that this Declaration establishes nonresidential condominiums, as defined in NRS 116.064, and, pursuant to NRS 116.12075.1(c) of the Act, Declarant elects for the Act not to apply to the Project, except for NRS 116.3116 to 116.31168, inclusive.

DECLARATION

NOW THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner, subject to the declarations, limitations, easements, covenants, conditions and restrictions set forth in this Declaration, all of which are hereby declared to be in furtherance of a general plan for the development, improvement and sale of the Property and are further declared to be for the purpose of enhancing, maintaining and protecting the value and attractiveness thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes, or as liens, as the case may be, and shall constitute benefits

and burdens to the Declarant and its successors and assigns and to all parties hereafter acquiring or owning any interest in the Property in whatever manner such interest may be obtained.

ARTICLE I DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the meanings set forth in this Article.

1.1 “**Act**” means Chapter 116 of the Nevada Revised Statutes.

1.2 “**Allocated Interest**” means with respect to each Hangar the percentage determined by the formula set forth on **Exhibit B** attached hereto.

1.3 “**Assessments**” shall have the meaning set forth in Article VI.

1.4 “**Articles**” or “**Articles of Incorporation**” means the Articles of Incorporation of the Association.

1.5 “**Association**” means **ECHO DELTA COMMUNITY CONDOMINIUM ASSOCIATION**, a Nevada nonprofit corporation.

1.6 “**Association Property**” means all real and personal property now or hereafter owned by or leased to the Association or in which the Association has a recognizable legal or equitable present or future interest.

1.7 “**Beneficiary**” means a beneficiary under a deed of trust or a mortgage under a mortgage, and/or the assignee of such beneficiary or mortgagee.

1.8 “**Board**” or “**Board of Directors**” means the Board of Directors of the Association.

1.9 “**Bylaws**” means the Bylaws of the Association.

1.10 “**Common Area**” or “**Common Elements**” means the entire Project excepting all Hangars as defined by the Map. In addition, to the extent that taxi lanes and other Improvements to the Common Area, which are necessary to seamlessly connect the Project to adjacent property (such as taxiways), incidentally extend beyond the boundaries of the Project, such Improvements outside the boundaries of the Project shall nonetheless be included in the definition of Common Area.

1.11 “**Common Expenses**” shall have the meaning set forth in Section 6.4.1 hereof.

1.12 “**Condominium**” or “**Condominium Unit**” means an estate in real property consisting of (a) an undivided, exclusive interest in a Hangar, and (b) an undivided fractional

leasehold interest in the Common Area, both of which are limited by the term of the Ground Lease, together with all easements, rights and appurtenances belonging thereto.

1.13 “**Declarant**” means **Ortiz Bros. Aviation NV, LLC**, a Nevada limited liability company. At such time, if any, as Declarant or any successor Declarant transfers its Special Declarant’s Rights to a Successor Declarant pursuant to the provisions hereof, Declarant shall mean such Successor Declarant.

1.14 “**Declaration**” or “**this Declaration**” means this instrument entitled “Declaration of Condominium Covenants and Restrictions for Echo Delta Community Association,” and any and all amendments thereto.

1.15 “**Deed of Trust**” means a deed of trust or a mortgage encumbering any portion or all of the Property.

1.16 “**Eligible Insurer**” means an insurer or guarantor of a First Deed of Trust that has requested notification pursuant to the provision of Sections 9.5 and 12.5 hereof.

1.17 “**Eligible Mortgage Holder**” means the holder of a First Deed of Trust that has requested notification pursuant to the provisions of Sections 9.5 and 12.5 hereof.

1.18 “**Map**” means the Legal Description and Site Map attached hereto and incorporated herein as **Exhibit A**; provided, however, that the Map is subject to modification by the Final Subdivision Maps (defined in Section 10.3).

1.19 “**First Deed of Trust**” means a deed of trust having priority over all other deeds of trust encumbering the same portion of the Property.

1.20 “**Foreclosure**” means a foreclosure under a deed of trust by judicial action or exercise of power of sale.

1.21 “**Ground Lease**” means that certain Carson City Airport Lease Agreement dated May 19, 2021, by and between **Carson City and Carson City Airport Authority**, as landlord, and **Ortiz Bros. Aviation NV, LLC**, formerly known as Ortiz Bros. Aviation, LLC, as tenant, recorded in the office of the Clerk and Recorder of the consolidated municipality of Carson City as Document No. 521392. Contemporaneously herewith, the rights of the tenant under the Ground Lease have been or will be assigned to the Association (“**Lease Assignment**”) and such assignment will be recorded in the office of the Clerk and Recorder of the consolidated municipality of Carson City. Copies of the Lease Agreement and the Lease Assignment are (or will be) on file with the Carson City Airport Authority.

1.22 “**Hangar**” means a physical portion of the Project designated for separate leasehold occupancy, the boundaries of which are described in Article III of this Declaration.

1.23 **“Improvements”** means all structures and works of improvement of every type and kind, including, but not limited to, buildings, hangars, outbuildings, roads, taxiways and ramps, driveways, parking areas, fences, screening walls, retaining walls, stairs, landscaping, sprinklers, hedges, windbreaks, planting, planted trees, shrubs, poles, signs, freestanding lighting fixtures, exterior air conditioning and water softener fixtures or equipment, which have been or will be constructed on the Project.

1.24 **“Limited Common Area”** or **“Limited Common Elements”** means those portions of the Common Area allocated by this Declaration, the Final Map, the Plans or by operation of subsection (2) or (4) of NRS 116.2102 for the exclusive use of one or more but fewer than all of the Hangars. Without limiting the foregoing, the Limited Common Elements shall include any and all water, sewer, natural gas, telephone and cable television pipes, lines or cables, constructed or installed by Declarant, contained within or providing exclusive service to any Hangar or Hangars intended for the exclusive use of such Hangar or Hangars. Any such water, sewer, natural gas, telephone and cable television pipes, lines or cables contained within or providing exclusive service to a Hangar or Hangars as aforesaid, shall, without further reference thereto, as identified on the Map, be used in connection with such Hangar or Hangars to the exclusion of the use thereof by the other Owners except by invitation. Each Owner shall have the right to connect his Hangar to the water, sewer, natural gas, telephone and cable television pipes, lines or cables serving the Project, provided it gives the Association sufficient prior written notice of such request to enable the Association to exercise its rights to connect such Hangar to the utility. Notwithstanding anything to the contrary, all taxi lanes in the Project, regardless of which Hangars utilize such taxi lanes, shall constitute Common Area rather than Limited Common Area and the cost of maintaining the same shall be included within the Annual Assessments as a Common Expense shared among all Hangars.

1.25 **“Manager”** means the person or entity, if any, designated by the Board to manage the affairs of the Association and to perform various other duties assigned by the Board and by the provisions of this Declaration.

1.26 **“Member”** or **“Association Member”** means every person or entity, including Declarant, who holds a membership in the Association pursuant to the provisions of this Declaration, the Articles and the Bylaws.

1.27 **“Owner”** means a person or entity, including Declarant, holding an Ownership Interest in a Hangar, or who is the buyer of a Hangar under a recorded contract of sale, in which case the seller under such recorded contract of sale shall cease to be an Owner unless and until such contract is terminated. Declarant is the initial Owner of each and every Condominium Unit created by this Declaration.

1.28 **“Ownership Interest”**. Since the Property is subject to the Ground Lease, any reference in this Declaration to the “ownership interest” or the “ownership” of an Owner shall mean all right, title and interest owned and conveyed by Declarant to such owner or the Association specifically subject to the terms and conditions of the Ground Lease. Ownership in and to the Property is a leasehold interest. Therefore, any Hangar or other interest in the Project

sold by Declarant to an Owner will be subject to Declarant's leasehold interest in and to the Property. Any and all fixtures and improvements placed or constructed on the Property by Declarant, the Association or Owner shall be specifically subject to the terms and conditions of the Ground Lease relating thereto.

1.29 **"Plans"** means those items set forth in NRS 116.2109(4) including drawings of Improvements which are filed with agencies which issue permits for the Project, and which are by this reference incorporated herein.

1.30 **"Project"** means the Property, together with the Hangars and all Improvements now or hereafter located thereon and together with all easements, rights and appurtenances belonging thereto. Declarant intends to construct the Project in two (2) phases: (a) the first phase is the building depicted as "Building 2" on **Exhibit A**, comprised of six (6) Hangars (Units "A" through "F") and all Improvements associated therewith, and (b) the second phase is the building depicted as "Future Building 3" on **Exhibit A** and all Improvements associated therewith, provided the actual confirmation of Future Building 3 and the number of Hangars therein shall be determined by Declarant pursuant to Article X hereof.

1.31 **"Property"** shall mean and refer to the leasehold interest granted by the Ground Lease in and to that certain real property described in **Exhibit A**.

1.32 **"Rules and Regulations"** means such rules and regulations as the Board from time to time may adopt pursuant to the terms of this Declaration concerning the use of the Project or any part thereof.

1.33 **"Special Declarant's Rights"** means all rights reserved by Declarant for itself under this Declaration which are personal to Declarant and may be exercised only by Declarant, including, but not limited to, those set forth in Article X hereof.

1.34 **"Successor Declarant"** means any and all successors in interest of Declarant who acquire an interest in the Property, or any portion thereof, and to whom Special Declarant's Rights have been assigned by a written assignment executed by the transferor Declarant and the transferee Successor Declarant which is duly recorded in the office of the County Recorder of the consolidated municipality of Carson City, Nevada. Declarant and each Successor Declarant shall cease to be the Declarant or a Successor Declarant, respectively, at such time that it ceases to own an interest in any portion of the Property and designates a Successor Declarant in the manner provided in this Section 1.34.

ARTICLE II

DESCRIPTION OF PROPERTY RIGHTS AND OBLIGATIONS, COMMON INTERESTS, RIGHTS OF ENJOYMENT AND EASEMENTS

2.1 Ownership of Condominium. Ownership of each Condominium Unit within the Project shall include an undivided, exclusive interest in a Hangar, an undivided fractional leasehold interest as a tenant in common in the Common Area in an amount equal to the

Allocated Interest for such Hangar, an exclusive right to use that portion of the Common Area designated as Limited Common Element on the Map or the Plans and being appurtenant to such Hangar, and a membership in the Association.

2.2 Non-Severability of Component Parts of Condominium. No part of a Condominium or of the legal rights comprising ownership of a Condominium may be severed from any other part during the period of condominium ownership prescribed herein, so that each Hangar and the undivided interest in the Common Area appurtenant to such Hangar shall always be conveyed, devised, leased, encumbered and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, lease or other disposition of a Condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration. Further, the Common Area shall be owned in common by all Owners of Condominiums; and no Owner may bring any action for partition thereof except as herein provided.

2.3 Ownership of Common Area. Each transfer of a Hangar to an Owner includes a transfer and conveyance of an undivided fractional leasehold interest in all of the Common Area in the Project at the time of the conveyance to each such Owner of a Hangar in an amount equal to the Allocated Interest for such Hangar.

2.4 Encumbrances Against Common Area. Title to the Common Area is or may be subject to the following encumbrances (“**Existing Encumbrances**”):

- (a) The lien of real property taxes and assessments;
- (b) The obligations imposed, directly or indirectly, by virtue of any statute, law, ordinance, resolution or regulation of the United States of America, the State of Nevada, the consolidated municipality of Carson City, the Carson City Airport Authority, or any other political subdivision or public organization having jurisdiction over the Property, or by virtue of any organization or political body created pursuant to any such statute, law, ordinance or regulation;
- (c) Any and all easements and other rights shown on the Map;
- (d) All easements and other rights and obligations created by this Declaration;
- (e) The Ground Lease;
- (f) Dedications and easements of record as of the date hereof;
- (g) Any other restriction, condition, reservation, right, easement, lien, encumbrance or defect of title of any kind whatsoever (other than of the type that would at any time or from time to time create a lien upon the Common Area to secure an obligation to pay

money) that would not materially and actually prejudice Owners in their use and enjoyment of their Hangars and the Common Area.

2.5 Taxes and Assessments. Each Owner shall pay directly to the applicable taxing authority all real and personal property taxes assessed against his Hangar, or his interest in such Hangar. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate property tax assessments of the interest of each Owner in each Hangar. If, nevertheless, the Hangars are not separately assessed, or for any other reason any taxes or special district or other assessments may be, in the opinion of the Association, a lien on the Project or any part thereof, then the Association shall pay the same and assess the same to the Owner or Owners responsible therefor.

2.6 Owner's Easements of Enjoyment. Except as otherwise expressly provided elsewhere in this Declaration, each Owner shall have, and the Declarant hereby grants to each Owner, a non-exclusive easement of use and enjoyment in, to and throughout the Common Area for support and an exclusive easement for the use and enjoyment of the Limited Common Elements appurtenant to such Owner's Hangar; provided, however, that such non-exclusive easements shall be subordinate to, and shall not interfere with, the Limited Common Elements appurtenant to each Hangar. Each such easement shall be appurtenant to and pass with title to each Hangar, subject to the following rights and restrictions:

2.6.1 The Association shall have the right to adopt, amend and enforce Rules and Regulations affecting the use of the Common Area; provided, however, that such Rules and Regulations shall not conflict with the provisions of this Declaration or any ordinances of the consolidated municipality of Carson City, Nevada, or of any other governmental entity.

2.6.2 The Association shall have the right to suspend the right to use the Common Area by an Owner, his tenants and/or guests for any period during which any Assessment against such Owner remains unpaid for a period of thirty (30) days by so notifying the Owner of such suspension. If, however, the Owner files a written objection with the Board within ten (10) days after such suspension notice is deemed to have been received, then the Owner shall be given written notice and an opportunity to be heard. Such notice shall be sent to the Owner by certified mail, return receipt requested. The Notice shall be deemed delivered upon the lapse of three (3) days from and after the deposit of such notice in the United States mail, postage prepaid and addressed to such Owner at his address as is on record with the Association. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing the Owner shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Association to assure a prompt and orderly resolution of the issues. Any evidence shall be duly considered, but is not binding in making the decision. The Owner shall be notified of the decision in the same manner in which notice of the meeting was given.

2.6.3 The Association shall have the right to limit the number of guests each Owner may authorize to use the Common Area.

2.6.4 The Association shall have the right to assign, rent, grant, license or otherwise designate and control the use of any parking or storage spaces within the Common Area (other than those portions which are part of the Limited Common Elements).

2.6.5 The Association shall have the right to borrow money to improve, repair or maintain the Common Area.

2.7 Use of the Common Area. Any Owner may extend his rights of use and enjoyment in the Common Area to such Owner's family members, guests and invitees, subject, however, to the provisions of this Declaration and the Rules and Regulations. If an Owner has rented all of such Owner's Hangar to a tenant(s), then the Owner, such Owner's family, members, guests and invitees shall not be entitled to use and enjoy the Common Area while the Owner's Hangar is occupied by such tenant(s). Instead, the tenant(s), while occupying such Hangar, shall be entitled to use and enjoy the Common Area and, during the period of such tenants' occupancy, such tenant(s) can extend to other persons the rights of use and enjoyment in the same manner as if such tenant(s) were an Owner. Each Owner shall notify the secretary of the Association of the names of any tenants of such Owner's Hangar. Each Owner or tenant also shall notify the secretary of the Association of the names of all persons to whom such Owner or tenant has extended any rights of use and enjoyment in the Common Area and the relationship that each such person bears to the Owner or tenant. All permitted rights of use and enjoyment of the Common Area are subject to suspension as set forth in Section 2.6.2 above. Each Owner shall at all times be responsible for any and all activities of his tenants, guests and invitees using the Common Area. No Improvements within the Common Area shall be altered or removed, except at the express direction of the Association.

2.8 Association's Right to Use of Common Area. The Association shall have a non-exclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain in the Common Area maintenance and storage facilities for use by the Association.

2.9 Easements for Encroachments. If any part of the Common Area encroaches upon or shall hereinafter encroach upon a Hangar, an easement for such encroachment and for the maintenance of the same does and shall exist. If any part of a Hangar encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Hangar, an easement for such encroachment and for the maintenance of the same does and shall exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Hangars. Encroachments referred to herein include, but are not limited to, encroachments caused by initial construction, settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof. Notwithstanding the forgoing, no such encroachment shall exist to the extent it is caused by the willful misconduct of the Owner of the encroaching Hangar or the failure of such Hangar's Owner to cause the Hangar to be repaired or reconstructed after damage or destruction in accordance with approved plans and specifications.

2.10 Easements of Access for Repair, Maintenance and Emergencies. Some of the Common Area is or may be located within the Hangars or may be conveniently accessible only through the Hangars. The Association shall have the irrevocable right, to be exercised, to have access to each such Hangar and to all Common Areas, including Limited Common Areas, from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area, including any Limited Common Elements, located therein or accessible therefrom, or for repairs or maintenance to improvements in or on the Hangar which are the responsibility of the Association, or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Hangar. Damage to the interior of any part of a Hangar resulting from the maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Hangar at the instance of the Association shall be an expense of the Association, provided, however, if such damage is the result of negligence of the Owner of a Hangar, then such Owner shall be financially responsible for all of such damage. Amounts owing by the Association pursuant hereto shall be collected by the Association by Assessment pursuant to Article VI below. Without limitation, the foregoing applies to the “fire risers” located within “Unit F” of Building 2, as depicted on the Map, and to any fire risers located within Future Building 3.

2.11 Utility Easements. There is reserved for the benefit of each Hangar easements for utility services over, under or through such portions of the Project and other Hangars, where such utilities are constructed when construction of the Project is completed. In addition, Declarant reserves, and the Association is granted, the right to establish and convey subsequent utility easements; and each Owner accepting a deed or other instrument of conveyance or assignment to a Condominium expressly consents to such easements.

2.12 Easements Deemed Created. All conveyances of Condominiums shall be construed to grant and reserve such reciprocal easements as shall give effect to the provisions of this Article II even though no specific reference to such easements or to the sections pursuant to which they are created appear in any such conveyance.

2.13 Maintenance and Repairs. Each Owner shall maintain his Hangar in a clean and attractive condition and good state of repair. In addition, the individual Hangar doors on each Hangar, as well as any electrical opening/operating device which may be installed on such Hangar door, shall be maintained and repaired by the Owner of such Hangar. All such maintenance by Owner described in this Section is to be at the sole cost and expense of the Owner. Each Owner shall notify the Manager or a member of the Board upon discovery of any damage to or malfunction of any pipe, wire or other utility installation which is in his Hangar, the Limited Common Elements or the Common Area; provided, however, that such notice requirement shall not be construed to alter Owner’s obligation to maintain and repair any such installations which are a part of his Hangar.

2.14 Structural and Exterior Alterations. No Owner shall make or cause to be made any structural alterations to the interior or exterior of the Owner’s Hangar or to any Limited

Common Element or Common Area; nor shall any Owner paint, decorate, change or add any item to any exterior of the Owner's Hangar or any building or other structure in the Project.

2.15 Mechanic's Lien Rights. Labor performed or services or materials furnished with the consent of or at the request of an Owner or his agent or his contractor or subcontractor shall not be the basis for the filing of a lien against the Hangar of any other Owner, or any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishings of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Hangar in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if authorized by vote of the Association, shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his Hangar from a lien against two or more Hangars or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his Hangar.

2.16 Declarant's Common Area Easement Rights; Dedication of Common Area.

2.16.1 Reservation of Common Area Easements in Favor of Declarant. Declarant hereby reserves unto itself such easements over, through and under the Common Area (excluding Limited Common Elements) as may be reasonably necessary to discharge Declarant's obligations or exercise any Special Declarant's Rights, whether arising under the Act or reserved in this Declaration.

2.16.2 Reservation of Right to Grant Additional Common Area Easements. Declarant hereby reserves unto itself the right to grant easements and rights of way on, over, through and under the Common Area for the purposes described below and for the benefit of the Owners and the Association. Such grants of easement may be for any or all of the following described purposes: constructing, erecting, operating, or maintaining on the Common Area, at any time: (i) roads, streets, walks, driveways and parking areas; (ii) poles, wires or conduits for transmission of electricity, telephonic communication or cable television for the Project and the necessary apparatus incident thereto; and (iii) public and private sewers, sewage disposal systems, storm drains, land drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes and any and all equipment and other apparatus relating thereto. The rights reserved by Declarant in this subsection 2.16.2 may be exercised at any time that Declarant owns any portion of the Property.

2.17 Rights of Association to Grant Easements Over Common Area and to Dedicate Portions of Common Area. At such time as the rights reserved by Declarant under subsection 2.16.2 have expired, the Association shall be entitled to exercise the rights reserved to Declarant under subsection 2.16.2.

2.18 Right of Association to Encumber Common Area. Subject to the terms of the Ground Lease, the Association may encumber the Common Area in connection with authorized obligations, but only upon the affirmative vote of not less than sixty-seven percent (67%) of the voting power of the Association.

2.19 Access to Hangars. Each Owner shall have an unrestricted right of ingress and egress to his Hangar. Such right of access shall be appurtenant to each such Hangar; and any transfer of such Hangar, of whatever kind, which does not include such right of access shall be void.

2.20 Declarant Ownership of Hangars. As to each Hangar owned by Declarant, Declarant shall enjoy the same rights and assume the same duties as they relate to each individual unsold Hangar.

2.21 Hazardous Materials. Each Owner shall be solely responsible for the proper use, handling, transport and disposal of any hazardous or toxic materials (including petroleum products) for activities in, on or abut such Owner's Hangar or anywhere on the Property. Each Owner shall comply with all applicable laws, regulations, orders, judgments or decrees relating to use, handling, transport and disposal of hazardous or toxic materials (including petroleum products) in the use and occupancy of the Hangar. Each Hangar Owner hereby agrees to indemnify, defend and hold harmless each other Owner, the Association and the Declarant from any or all claims of any nature arising from the use, handling, transport or disposal of hazardous or toxic substances (including petroleum products) by such Owner, or such Owner's officers, directors, employees, agents, invitees, representatives or contractors in such Owner's Hangar or anywhere on the Property.

ARTICLE III UNIT BOUNDARIES, USE RESTRICTIONS, MAINTENANCE OBLIGATIONS AND PRIVATE EASEMENTS

3.1 Hangar Boundaries. The boundaries of each Hangar created by the Declaration are shown on the Map and Plans as lettered Hangars, along with their identifying building number, and are described as follows:

(a) Upper Boundary: The plane of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams and rafters extended to an intersection with the vertical perimeter boundaries.

(b) Lower Boundary: The horizontal plane or planes of the undecorated or unfinished upper surfaces of the floor, extended to an intersection with the vertical perimeter boundaries and open horizontal unfinished surfaces of trim, sills and structure components.

(c) Vertical Perimeter Boundaries: The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished surfaces of the interior trim and thresholds along perimeter walls and floors; the unfinished outer surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions and partition walls between separate Hangars.

(d) Inclusions: Each Hangar will include the spaces and improvements lying within the boundaries described in (a), (b) and (c) above, and will also include the spaces and the Improvements within those spaces containing any space heating, water heating apparatus, plumbing fixtures, all electrical switches, wiring, pipes, ducts, conduits, smoke detector systems, television and telephone apparatus, electrical receptacles and light fixtures and boxes serving that Hangar exclusively. The surface of the foregoing items will be the boundaries of that Hangar, whether or not those items are contiguous to the Hangar.

(e) Exclusions: Except when specifically included by other provision of this Section, the following are excluded from each Hangar: the spaces and Improvements lying outside of the boundaries described in (a), (b) and (c) above; and all chutes, pipes, flues, ducts, wires, conduits, skylights and other facilities running through or within any interior wall or partition for the purpose of furnishing utility and similar services to other Hangars and Common Area or both.

(f) Noncontiguous Portions: Certain Hangars may include special portions, pieces of equipment such as air conditioning compressors, meter boxes and utility connection structures situated in buildings or structures that are detached or semi-detached from the buildings containing the principal occupied portion of the Hangars. This special equipment and storage portions are a part of the Hangar.

(g) Inconsistency with Plans: If this definition is inconsistent with the Plans, then this definition will control.

3.2 Lease. Nothing contained in this Declaration shall prevent an Owner from leasing his Hangar; provided, however, that any lease or rental agreement shall be in writing and must specify that failure to abide by the provisions of this Declaration, the Articles, the Bylaws, the Ground Lease, Title 19 of the Carson City Municipal Code, and the Rules and Regulations shall be a default under the lease or rental agreement and the initial term of each such lease shall not be less than thirty (30) days. Whether or not the written leases or rental agreement so provides, all tenants of Hangars are subject to and are required to abide by the provisions of this Declaration, the Articles, the Bylaws, the Ground Lease, Title 19 of the Carson City Municipal Code, and the Rules and Regulations. No Owner shall lease his Hangar other than for the uses set forth in Section 3.3 below, nor shall any Hangar be timeshared. No Hangar shall be subdivided in any manner.

3.3 Use Restrictions. No use of the Project, or any portion thereof, which is prohibited by the Ground Lease or Title 19 of the Carson City Municipal Code and airport regulations enacted pursuant thereto, shall occur anywhere on the Property.

3.4 Use of the Common Area. There shall be no obstruction of the Common Area nor shall any items, including aircraft and vehicles, be kept, parked or stored on any part of the Common Area without the prior written approval of the Association or in areas designated by the Association for such purposes. Nothing shall be altered or constructed on or removed from the Common Area without the prior written approval of the Association.

3.5 Exterior Changes. Except for those Improvements erected or installed by Declarant in its construction and completion of the Project (including both the first and second phases) no exterior additions to, alterations or decoration of the Hangars, including but not limited to any structural alterations to any Hangar or Common Area nor any changes in fences, walls, or other structures, nor installation of mounted air condition units or any exterior television, radio or other communication antennas of any type shall be commenced, erected, placed or maintained without the prior written approval of the Association, in accordance with this Declaration and the appropriate governmental authorities, if required.

3.6 Parking Restrictions. Unless otherwise permitted by the Board, no aircraft, automobile, boat, truck, trailer, camper or recreational or commercial vehicle shall be parked or left within the Project other than within an enclosed Hangar. The Association shall have the right to direct the removal of vehicles improperly parked on the Common Area pursuant to NRS 487.038. No vehicle shall be used as a living area while located on the Project.

3.7 Nuisances. No nuisance shall be allowed on the Project, nor any use or practice which is the source of annoyance to other Owners or which interferes with the peaceful enjoyment or possession and proper use of the Project by the Owners. As used herein, the term “**nuisance**” shall not include any activities of Declarant in regard to the development and construction of the Project or any activity of an Owner relating to the use of the Hangar as a Hangar for aircraft maintenance and parking. All parts of the Project shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard to exist. Further, no immoral, improper, offensive or unlawful use shall be permitted or made of the Project or any part thereof.

3.8 Garbage Collection. Each Owner shall dispose of the garbage collected within his Hangar into containers of such dimensions and at such locations, if any, as the Association shall, from time to time, designate. The Association shall not be responsible for garbage collection.

3.9 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained outside of any Hangar. No equipment for air conditioning, heating, fuel storage or other uses shall be installed or maintained outside of or protruding through the walls, windows or roof of any Hangar except for such equipment as is initially constructed by Declarant or thereafter as approved by the Board.

3.10 Animals. No animals shall be allowed on or in any Hangar except for one recognized house or yard pet per Hangar accompanied and controlled by an Owner or his guests or invitees. In no event shall any animal be permitted to dwell in any Hangar. The permitted house or yard pets shall be kept, bred or raised solely as household pets for private use and not for commercial purposes. No animal or fowl shall be allowed to make an unreasonable amount of noise or shall otherwise be allowed to become a nuisance. No animal shall be permitted outside of the Hangar of the Owner of such animal unless such animal is under the control of a responsible person by means of a leash or other reasonable restraint and such person shall immediately clean up and remove any feces or other matters left by such animal. Upon request of an Owner, the Board, in its sole discretion shall determine for the purpose of this Section

whether a particular animal or fowl shall be considered as a house or yard pet and whether it is a nuisance. The Rules and Regulations may include other rules and regulations pertaining to animals and fowl as may be adopted from time to time, including without limitation, the size dogs to be allowed in connection with any Hangar; provided, however, that the type and size of all pets shall at all times be in compliance with applicable ordinances, codes, rules and regulations of governmental authorities having jurisdiction. Animals belonging to Owners or their guests within the Project must be either kept within an enclosure or on a leash or other restraint being held by a person capable of controlling the animal. Furthermore, to the extent permitted by law, any Owner shall be liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by an Owner or by members of families, guests, tenants or invitees; and it shall be the absolute duty and responsibility of each such Owner to clean up after such animals which have used any portion of the Common Area.

3.11 Diseases and Insects. No Owner shall permit any thing or condition to exist upon his Unit that shall induce, breed or harbor infectious diseases or noxious insects. Unless otherwise specified in the Rules and Regulations, each Owner shall be obligated to have his Hangar sprayed for insects and rodents by a certified pest extermination company no less than once per year and shall produce evidence of compliance with such obligations within a reasonable period of a request by the Board.

3.12 Exterior Sound Devices. No exterior speakers, or other sound devices except security devices used exclusively for security purposes shall be located, used or placed on a Unit or Improvement without the prior written approval of the Board.

3.13 Fences, Etc. No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Project except those that are installed in accordance with the original construction of the Project and their replacements, or as are authorized and approved by the Board.

3.14 Signs. No sign of any kind shall be displayed so as to be visible from neighboring property or within public view without the approval of the Board.

3.15 Compliance with Laws; Prohibition of Certain Activities. No Owner shall permit anything to be done or kept in his Hangar that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body, including, without limitation Title 19 of the Carson City Municipal Code and all Federal Aviation Regulations. No Owner shall allow any personal property belonging to such Owner to remain within any portion of the Common Area except as permitted by the Board. Without prior written consent from the Board, nothing shall be done or kept in any Hangar or in the Common Area, or any part thereof, which would result in the cancellation of the insurance on the Project or any part thereof or increase the rate of insurance on the Project or any part thereof over what the Association would pay but for such activity.

3.16 Rules and Regulations. No Owner shall violate the Rules and Regulations as adopted from time to time by the Association.

3.17 Indemnification. Each Owner shall be liable to the other Owners for any damage to the Common Area or any other Hangar that may be sustained by reason of the negligence of such Owner, members of his family, his contract purchasers, tenants, guests or invitees, but only to the extent that any such damage is not covered by insurance. Each Owner, by acceptance of his deed or other instrument of conveyance or assignment, agrees for himself and for the members of his family, his contract purchasers, tenants, guests or invitees, to indemnify each and every other Owner, and to hold him harmless from and to defend him against, any claim of any person for personal injury or property damage occurring within the Hangar or Limited Common Elements of that particular Owner, unless the injury or damage occurred by reason of the negligence of any other Owner or person temporarily visiting in such Hangar or Limited Common Element and is fully covered by insurance.

3.18 Right of Entry. For the purposes reasonably related to the performance by the Board and the Association of their responsibilities under this Declaration, including purposes of performing construction, maintenance or repair for the benefit of the Common Area or the Owners in common, the Association's agents or employees shall have the right, after reasonable notice (not less than twenty-four [24] hours except in emergencies) to enter upon any Hangar or upon any portion of the Common Area (including any Limited Common Element) at reasonable hours. Such entry shall be made with as little inconvenience to any Owner as possible and any damage caused thereby shall be repaired by the Association at its own expense.

ARTICLE IV THE ASSOCIATION

4.1 Formation. The Association is a nonprofit corporation formed under the laws of the State of Nevada pursuant to Articles of Incorporation filed with the Secretary of State of the State of Nevada on October 26, 2022. The Association shall be charged with the duties and invested with the powers set forth in the Articles, Bylaws and this Declaration. The Association is not authorized to have and shall not issue any capital stock.

4.2 Association Action; Board of Directors and Officers; Members' Approval. Except as to matters requiring the approval of Members as set forth in the Articles, Bylaws, this Declaration, Chapter 82 of the Nevada Revised Statutes or the specific sections of the Act applicable to this Project, the affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with this Declaration or the Bylaws or their amendments. Except for the Members of the Board appointed by Declarant in accordance with this Declaration, the Articles and the Bylaws and the members of the Board must be at least eighteen (18) years of age. Except as otherwise provided in the Articles, Bylaws, this Declaration, Chapter 82 of the Nevada Revised Statutes or the specific sections of the Act applicable to this Project, all matters requiring the approval of Members shall be deemed approved if Members holding a majority of the total voting power assent to them by written consent as provided in the Bylaws or if approved by a majority vote of a quorum of Members at

any regular or special meeting held in accordance with the Bylaws. The Association shall hold at least one (1) meeting per each calendar year.

4.3 Membership.

4.3.1 Membership Qualifications. The Members of the Association shall be the Owners of the Hangars. The Owner(s) of each Hangar shall have one (1) membership in the Association. The number of memberships in the Association shall be equal to the number of Hangars constructed within the Project at any given time.

4.3.2 Members' Rights and Duties. As used in this Declaration, the term “**Member**” shall refer to the Owner of a Hangar if there is one Owner, or collectively to all of the Owners of a Hangar if there is more than one Owner. Each Member shall have the rights, duties and obligations set forth in this Declaration, the Articles, Bylaws and Rules and Regulations, as the same may from time to time be amended. The respective interests of each of the Members shall be equal.

4.3.3 Voting.

(a) General. Each Member shall be entitled to one vote for each 3,000 square feet of Hangar space owned by such Member, provided that each Hangar shall have a minimum of one (1) vote. For clarity, (i) a single Hangar must be in excess of 6,000 square feet in size to be entitled to two (2) votes, or in excess of 9,000 square feet in size to be entitled to three (3) votes, etc., and (ii) any Hangar less than 3,000 square feet will have one (1) vote. In the event, if ever, a Hangar is owned by the Association, the Association shall not be entitled to cast a vote.

(b) Persons Entitled to Serve on the Board. Except as otherwise provided in the Articles and the Bylaws, the Board shall be composed of persons who are Members of the Association (or owners of entities who are Members).

4.3.4 Exercise of Voting Rights. In the case of a Hangar owned by two (2) or more persons or entities, the voting power shall be exercised by only one of them. Such voting member must be designated in writing to the Board by all Owners of such Hangar, and the Association may preclude the vote for any such Hangar by any Owner other than such designated Owner. If there is no such designation then such Hangar shall have no vote until such designation is made.

4.4 Transfer of Membership. The Association membership of the Owner(s) of a Hangar shall be appurtenant to such Hangar and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except on a transfer of title to such Hangar, and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title or interest to a Hangar shall operate automatically to transfer the appurtenant membership rights in the Association to the new owner(s). Prior to any transfer of title to a Hangar (including the sale of a Hangar under a recorded contract of sale), either the transferring owner or the acquiring owner shall give notice to the Board of such transfer, including the name and address

of the acquiring owner and the anticipated date of transfer. The Association shall have the right to charge a reasonable transfer fee payable to the Association on the date of transfer of title to the Hangar, which transfer fee shall be assessed against the Hangar as a Violation Assessment if not paid when due.

ARTICLE V POWERS AND DUTIES OF THE ASSOCIATION

5.1 Powers. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Nevada and the powers conferred upon it pursuant to Chapter 82 of the Nevada Revised Statutes and the specific sections of the Act applicable to this Project, subject only to such limitations on the exercise of such powers as are set forth in the Articles, the Bylaws and this Declaration. It shall have the power to do any lawful thing that may be authorized, required, or permitted to be done by the Association under this Declaration, the Articles and the Bylaws and to do and perform any act that may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including, without limitation, the following:

5.1.1 Assessments. The Association shall have the power to establish, fix and levy assessments as set forth in Sections 6.4, 6.5, 6.6 and 6.7 hereof (herein collectively “Assessments”) and to enforce payment of such Assessments in accordance with the provisions of this Declaration.

5.1.2 Rules and Regulations. The Board shall have the power to adopt, amend and repeal Rules and Regulations regulating the use of the Common Area and for such other purposes as are expressly allowed by this Declaration or allowed pursuant to the Act. However, the Rules and Regulations shall not be inconsistent with or materially alter any provisions of this Declaration, the Articles or the Bylaws. A copy of the Rules and Regulations as adopted, amended or repealed, shall be mailed or otherwise delivered to each Member. In case of any conflict between any provision of the Rules and Regulations and any provision of this Declaration, the Articles or Bylaws, the conflicting provision of the Rules and Regulations shall be superseded by the provisions of this Declaration, the Articles or the Bylaws.

5.1.3 Right of Enforcement.

(a) General. The Association in its own name and on its own behalf, or any Member on its own behalf, shall have the power and the authority to commence and maintain actions for damages, or to restrain and enjoin any actual or threatened breach of any provision of this Declaration, the Articles, Bylaws, Rules and Regulations, or any resolutions of the Board, to enforce by mandatory injunction, or otherwise, all of these provisions, to intervene in litigation or administrative proceedings on matters affecting the Project. The court in any such action may award the successful party reasonable expenses in prosecuting such action, including reasonable attorneys’ fees.

(b) Suspension of Voting Rights; Fines. The Association shall have the power and authority to suspend the voting rights, suspend an Owner's right to use the Common Area, or can assess monetary penalties, against any Owner of a Hangar or other person entitled to exercise such Owner's rights or privileges for any violation of this Declaration, the Articles, Bylaws or Rules and Regulations. Before invoking any such suspension or fine, the Board shall give such Owner or other person notice and opportunity to be heard with respect to such violation, which notice shall provide not less than ten (10) days prior written notice of such hearing and reasonable detail with respect to the matter for which the complaint is being made. The Association does not have the power or authority to cause a forfeiture of abridgment of an Owner's right to the full use and enjoyment of such Owner's Hangar if the Owner does not comply with provisions of this Declaration or of the Articles, Bylaws or Rules and Regulations, except when the loss or forfeiture is the result of a court judgment, arbitration decision, or a foreclosure or sale under a power of sale based on failure of the Owner to pay Assessments levied by the Association. If the Association adopts a policy imposing a fine on an Owner for the violation of the Rules and Regulations, the secretary or other officer specified in the Bylaws shall prepare and cause to be hand delivered or sent prepaid by United States mail to the mailing address of each Hangar or to any other mailing address designated in writing by the Hangar's Owner, a schedule of the fines that may be imposed for those violations.

5.1.4 Delegation of Powers; Professional Management; Other Services. The Association, acting by and through the Board, can delegate its powers, duties and responsibilities to committees of Members, employees, agents and independent contractors, including a professional managing agent. The Association may obtain and pay for legal, accounting and other services necessary and desirable in connection with the operation of the Project and the enforcement of this Declaration.

5.1.5 Personal Property. The Association may acquire and hold for the use and benefit of all the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise.

5.1.6 Other Services and Properties. The Association shall have the power to obtain or pay for, as the case may be, any other property, services, taxes or assessments which the Association or the Board is required to secure or pay for pursuant to the terms of this Declaration, the Articles or Bylaws, including security services for the Project generally, or which, in its opinion, shall be necessary or proper for the operation of the Association and to incur liabilities and make contracts respecting the same.

5.2 Duties of the Association. In addition to the duties delegated to it by its Articles or the Bylaws, and without limiting their generality, the Association, acting by and through the Board, or persons or entities described in Section 5.1.4, has the obligation to conduct all business affairs of common interest to all Members and to perform each of the following duties:

5.2.1 Management. The Association may engage the services of a property manager.

5.2.2 Taxes and Assessments. Subject to the provisions of Section 2.5, the Association shall pay all taxes and assessments levied against all Association Property or against the Association, if any. Such taxes and assessments may be contested or compromised by the Association, provided that they are paid or that a bond insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

5.2.3 Insurance. The Association shall obtain and maintain from reputable insurance companies the insurance described in Article VII.

5.2.4 Enforcement of Restrictions and Rules. The Association shall perform such other acts, whether or not expressly authorized by this Declaration, that may be reasonably necessary to enforce any of the provisions of this Declaration, the Articles, Bylaws, Rules and Regulations or Board resolutions provided such are permitted by the Act. There is hereby reserved to the Association such easements as are necessary to perform its duties and obligations or to exercise its rights as set forth in this Declaration, the Bylaws and Articles.

5.2.5 Association Property. The Association shall accept and exercise jurisdiction over all property, real and personal, conveyed to the Association by Declarant or others or for which the Association has duties and obligations imposed upon it pursuant to this Declaration, including all Common Area and easements for operations and maintenance purposes over any of the Project and easements for the benefit of Association members within the Common Area.

5.2.6 Title to Property Upon Dissolution. Upon dissolution of the Association, the Association shall convey the assets of the Association to an appropriate public agency or agencies or to a nonprofit corporation, association, trust or other organization, organized and operating for purposes similar to those for which the Association was created, or in such other manner as may be proper for the Association to do so under applicable State of Nevada and federal law.

5.2.7 Operation and Maintenance of Common Area. The Association shall operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area and all its facilities, improvements and landscaping, including any taxiways, ramps and parking areas and any other property acquired by the Association, including personal property, but not hangar doors on each Hangar, which must be maintained and repaired by the Owner of such Hangar pursuant to Section 2.13. Such operations and management shall be conducted in a first class manner and the Association property shall be maintained in a good state of repair. In this connection, the Association may enter into contracts for services or materials for the benefit of the Association or the Common Area, including contracts with Declarant.

Common Expenses associated with the maintenance, repair or replacement of components and elements attached to, planted on or a part of exterior surfaces, trim, siding, doors and windows will be assessed against the Hangar or Hangars to which the Limited Common Element is assigned. No additional component or element may be attached without

consent of the Board. In the event any additional component or element becomes deteriorated or unsightly, or is inconsistent with the conditions of installation, it may be removed or repaired at the Hangar Owner's expense as a Common Expense assessment after notice and an opportunity to be heard in the manner provided for in Section 2.6.2.

If any such Limited Common Element is assigned to more than one Hangar, the Common Expenses attributable to the Limited Common Element will be assessed among the Hangars to which it is assigned based upon the relative Allocated Interest of such Hangars.

Common Expenses associated with the cleaning, maintenance, repair or replacement of all other Limited Common Elements will be assessed against all Hangars in accordance with their Allocated Interests in the Common Expenses as set forth in Section 6.4.2.

5.2.8 Utilities. The Association shall acquire, provide and pay for water, sewer, and other necessary utility services for the Common Area and for Hangars when the Hangars are not separately billed. The term of any contract to supply any of the listed services shall not exceed one (1) year, or if the supplier is a regulated public utility, the shortest term not to exceed one (1) year for which the supplier will contract at the applicable regulated rate. For clarity, as soon as reasonably possible the utilities to each Hangar will be sub-metered and the Owner of each Hangar shall pay for its utilities directly to the utility supplier; provided, however, so long as the utilities are on a common meter, the Association shall pay the cost of the same and include such cost in the Assessments to the Owners using such utilities.

5.2.9 Lease. The Association shall make all payments and comply (and cause the Project to comply) with all covenants and obligations of the Association under the Lease.

5.2.10 Other. The Association shall carry out the other duties of the Association set forth in the Declaration, Articles and Bylaws.

5.3 Limitations on Authority of Board. Except with the vote or written consent of Members of the Association holding majority of the voting rights, the Board shall not take any of the following actions:

5.3.1 Sell during any fiscal year Association Property having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; or

5.3.2 Pay compensation to members of the Board or to officers of the Association for services performed in the conduct of the Association's business. However, the Board may cause a member of the Board or an officer to be reimbursed for expenses incurred in carrying on the business of the Association.

5.4 Personal Liability. No member of the Board, or of any committee of the Association, or any officer of the Association, or any Manager, or Declarant, or any agent of Declarant, shall be personally liable to any Member, or any other party, including the

Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

5.5 Meetings of Members. Meetings of Members shall be noticed and held as provided in the Articles, Bylaws and this Declaration.

5.6 Association Books and Records and Association Property.

5.6.1 Right of Inspection. All membership registers, accounting records and minutes of meetings of the Members, the Board and committees of the Board, and all other books, documents and records of the Association, and the physical properties of the Association, shall be made available for inspection by any Member of the Association, or his, her or its duly appointed representative, or any mortgagee, at any reasonable time and for a purpose reasonably related to membership in the Association, at the office of the Association or at such other place as the Board prescribes. The right of inspection shall include the right to make copies of documents. The Board shall establish by resolution reasonable rules with respect to (a) notice to be given to the custodian of the records of the Association by the Member representative, or mortgagee desiring to make an inspection, (b) hours and days of the week when an inspection may be made and (c) payment of the cost of reproducing copies of documents requested by a Member or by a representative or mortgagee.

ARTICLE VI ASSESSMENTS

6.1 Agreement to Pay. Each Owner for each Hangar owned by such Owner, hereby covenants and agrees to pay to the Association such Assessments as are made pursuant to Sections 6.4, 6.5, 6.6 and 6.7 of this Declaration.

6.2 Personal Obligations. Each Assessment or installment thereof, together with any late charges, interest, collection costs and reasonable attorneys' fees, shall be the personal obligation of the person or entity who is the Owner of the Hangar at the time such Assessment (or installment) became due and payable. If more than one person or entity is the Owner of the Hangar, the personal obligation to pay such Assessment (or installment) respecting such Hangar shall be both joint and several. Subject to the provisions of Section 9.3 hereof, a purchaser of a Hangar shall be jointly and severally liable with the seller for all unpaid Assessments against the Hangar, up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiver of the lien securing the same. No Owner may avoid or diminish such personal obligation by non-use or abandonment of his Hangar.

6.3 Purpose and Amount of Assessments. The Assessments levied by the Association shall be the amount estimated to be required and shall be used exclusively to promote the health,

safety and welfare of the Members of the Association, for the performance of the duties of the Association as set forth in this Declaration and for the repair, maintenance and upkeep of the Common Area and any other Association Property.

6.4 Annual Assessments.

6.4.1 Definitions. As used herein, “**Annual Assessment**” shall mean the amount of the Association budget (“**Budget**”) for each fiscal year to pay the Common Expenses (defined below) as established pursuant to the provisions of this Article. As used herein, “**Common Expenses**” means the expenditures made by the Association in the performance of its obligations hereunder and the financial liabilities of the Association during the applicable fiscal year, including an allocation to reserves and shall include, but are not limited to, expenditures for the following purposes: (i) to operate, manage, maintain, and repair the Common Area and other Association Property, to make all payment obligations under the Ground Lease, and to administer the operation of the Association; (ii) to provide for reasonable reserves consistent with sound business practice for the repair and replacement of Improvements to the Common Area and any Association Property and for such other purposes as are consistent with good business practice; (iii) to provide for the possibility that some Assessments may not be paid on a current basis; and (iv) to provide for the payment of the fee of a professional manager, if required by the Association. Without limiting the generality of the foregoing, Common Expenses shall include: all charges, costs and expenses whatsoever incurred by the Association for or in connection with the Association administration, including, but not limited to, the maintenance of the Common Area; any taxes and assessments assessed against Association Property, any taxes assessed against the Association itself, insurance premiums, including fire and other casualty insurance, liability insurance, workman’s compensation insurance and other insurance obtained pursuant to this Declaration; payment of any liability of the Association whatsoever for loss or damage arising out of or in connection the Common Area or any fire, accident, or nuisance occurring within the Common Area; the cost of repair, rebuilding and replacement of the Improvements to the Common Area; the cost of all utility services to the Common Area, including water, electricity, landscape maintenance services and any other similar service attributable to the Common Area; the unpaid share of any Assessment levied during the previous fiscal year against any Owner who has defaulted in payment thereof to the extent that the same becomes uncollectable; accounting and legal fees, management fees and cleaning, janitorial and lawn care fees and other necessary expenses of upkeep, maintenance, management and operation incurred with respect to the Common Area and the Improvements thereon.

6.4.2 Allocation of Annual Assessments. The Annual Assessments shall be allocated to each Hangar on the date the Annual Assessment for the applicable year is deemed approved on the Allocated Interest for each Hangar. Until the completion of construction of Future Building 3, the Annual Assessments (as well as any Special Assessments or Capital Improvement Assessments) shall be borne solely by the Owners of the Hangars in Building 2 based on the Allocated Interest chart set forth in **Exhibit B**. After the completion of construction of Future Building 3, the Annual Assessments (as well as any Special Assessments or Capital

Improvement Assessments) shall be borne by the Owners of the Hangars in both Building 2 and Future Building 3 pursuant to the formula set forth in **Exhibit B**.

6.4.3 Procedure for Establishing Annual Assessments. Not less than ninety (90) days before the beginning of each fiscal year of the Association, or such other period of time as determined by the Board, the Board shall meet for the purpose of preparing the proposed Budget of the Common Expenses for the next succeeding fiscal year and establishing the Annual Assessment for such fiscal year. Within thirty (30) days after adoption of the proposed Budget by the Board for such fiscal year, the Board shall provide a summary of the Budget to all Owners and shall set a date for a meeting of the Owners to consider ratification of the Budget, which date shall be not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting sixty-seven percent (67%) of all Owners vote to reject the proposed Budget, the Budget shall be deemed ratified by the Owners, whether or not a quorum is present at such meeting. If the proposed Budget is so rejected, the Budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent Budget proposed by the Board.

6.5 Special Assessments. If the Board determines that the estimated total amount of funds necessary to defray the Common Expenses for a given fiscal year is or will become inadequate to meet the Common Expenses for any reason, including, but not limited to, delinquencies in the payment of Assessments, or in the event the Association has insufficient reserves to perform its obligations under this Declaration, then the Board shall determine the approximate amount of such shortfall, shall provide a summary thereof to all of the Owners with the Board's recommendation for a special assessment ("**Special Assessment**") to meet such shortfall and shall set a date for a meeting of the Owners which is not less than fourteen (14) nor more than thirty (30) days after the mailing of the summary. Unless at that meeting a majority of all Owners vote to reject the proposed Special Assessment, the proposed Special Assessment shall be deemed ratified by the Owners, whether or not a quorum is present at such meeting and shall become a Special Assessment against, and allocated equally to, the Owners of the Hangars. The Board may, in its discretion, provide for payment of any Special Assessment in any number of installments or provide that it is payable in one installment within such time period as the Board deems reasonable.

6.6 Capital Improvement Assessments.

6.6.1 Association's Power to Levy: Definition. The Association shall have the power to levy assessments for Capital Improvements ("**Capital Improvement Assessments**") on the terms and conditions set forth below. As used herein, "**Capital Improvement**" means (i) any Improvement upon the Common Area which is not a repair or replacement of an existing Improvement, or (ii) any expenditure relating to the Common Area which is outside the ordinary course of business of the Association. For clarity, the cost of constructing Future Building 3 and related Improvements shall be borne solely by Declarant and shall not constitute Capital Improvement Assessments.

6.6.2 Association Approval.

(a) The Board may move for the construction, installation or acquisition of, or expenditure for, a Capital Improvement.

(b) If the Board desires to propose a Capital Improvement, the Board shall obtain three (3) estimates from licensed contractors for the construction of the Capital Improvement.

(c) The Board shall submit the Capital Improvement proposal to the Members at the annual meeting, or a special meeting called for such purpose. The Capital Improvement Assessment shall be deemed approved upon the affirmative vote of two-thirds (2/3) of the voting power of the Association and Declarant unless Declarant owns no Hangars within the Property.

6.6.3 Levy of Capital Improvement Assessments. Capital Improvement Assessments shall be levied against the Owners of all of the Hangars based on their Allocated Interests. A Capital Improvement Assessment shall be paid in such installments and during such period or periods as shall be voted upon by the Members at the time such Assessment is approved. If no terms of payment are specified by such vote of the Membership, then the Capital Improvement Assessment shall be due and payable upon terms set by the Board.

6.6.4 Expenditure for Capital Improvement. After the levy of the Capital Improvement Assessment and the collection of the entire Capital Improvement Assessment, or a sufficient portion thereof as the Board deems prudent, then the Board shall cause the Capital Improvement to be constructed, installed or acquired, or shall contract for the extraordinary expenditure constituting the Capital Improvement.

6.6.5 Deficiency in Capital Improvement Assessment. If at any time and from time to time a Capital Improvement Assessment proves or appears likely to be inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may, subject to the limitations set forth in this Section 6.6.5 levy a further Capital Improvement Assessment in the amount of such actual or estimated inadequacy, which shall be assessed to the Owners of all of the Hangars within the Subject Property in the ratios defined in Section 6.6.3 hereof.

6.7 Utilities Assessment. Subject to the provisions of Section 2.5, any utility service delivered to the Hangars for which the Association is billed shall, in turn, be billed by the Association to each Hangar connected to such utility in a proportion equal to the Allocated Interest of such Hangar divided by the aggregate of all Allocated Interests of the Hangars connected to such utility service, on a monthly basis. Such billings shall be considered an Assessment levied against each Hangar and shall be enforced in accordance with the terms and provisions of Article VI.

6.8 Rate of Assessment. Except as otherwise specifically provided in this Declaration, including Sections 6.4, 6.5, 6.6 and 6.7 hereof, all Assessments levied by the Association must be fixed at a rate equal to the Allocated Interests for each Hangar; and the amount assessed to each Hangar shall be determined by multiplying the total amount assessed by the Allocated Interest for such Hangar.

6.9 Assessment Period. Unless the Board establishes a different schedule, the Annual Assessment period shall coincide with the fiscal year of the Association, which shall commence on January 1 of each year and shall terminate on December 31 of such year. However, the initial Annual Assessment period shall commence on the first day of the calendar month following the date on which the sale of the first Hangar to a purchaser is closed and recorded, and shall terminate on December 31 of the year in which such sale is closed and recorded. The first Annual Assessment and all Special Assessments shall be adjusted according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments unless the Board adopts some other basis for collection.

6.10 Notices of Assessments; Delinquencies. Any Assessment installment hereunder which is not paid within fifteen (15) days following the date it is due as specified in the notice of such Assessment given in the manner specified in this Section and in Section 12.5 of this Declaration shall be deemed delinquent. All delinquent Assessments shall bear interest at the rate of twelve percent (12%) per annum from the date the Assessment becomes delinquent hereunder until paid, and, in addition, a late charge of \$500.00 (or such amount as established by the Board from time to time) shall be due for each delinquent installment. The Association shall give written notice of all Assessments to the Owners of all Improvements of the Hangars, which notice shall specify the amount of the Assessment and the date or dates payment of the same is due and shall be given in the manner provided in Section 12.5 hereof. Unless otherwise established by the Board, Annual Assessments for the full year shall be due in a lump sum, provided an Owner may elect to pay in two (2) installments due semi-annually. Notice of a **“Violation Assessment”** (i.e., an Assessment for violating any provision of this Declaration as otherwise set forth herein) is required to be given only to the Owners of the Hangar against whom the Violation Assessment is made in the manner provided in Section 12.5 hereof. Nothing contained herein shall be construed so as to require the Association to give periodic notices of the same Assessment. One notice of an Assessment shall be sufficient to meet the requirements of this Section, even though the Assessment may be payable in installments. Failure of the Association to give notice of any Assessment shall not affect the liability of the Owners of the Hangar for such Assessment; provided, however, that the date when payment of the first installment of such Assessment shall become due in such a case shall be deferred to a date fifteen (15) days after such notice shall have been given, and the first installment of such Assessment shall not be deemed delinquent until fifteen (15) days after such deferred due date.

6.11 Statement of Account. Upon payment of a reasonable fee established by the Board from time to time, and upon written request of an Owner or any mortgagee, prospective mortgagee or prospective purchaser of a Hangar, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Hangar, the amount of the current periodic assessment and the date that such assessment becomes or became due and if there is any credit for advance payments. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be compiled within ten (10) business days following receipt of the written request and fee, all unpaid assessments which became due prior to the date of making

such request shall be subordinate to the lien of a mortgagee which acquired its interest subsequent to requesting such statement.

6.12 Collection of Assessments. The right to collect and enforce Assessments is vested in the Board acting for and on behalf of the Association. The Board or its authorized representative, including any Manager, can enforce the obligations of the Owners to pay Assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity; or the Board may enforce by judicial proceedings or, to the extent permitted by applicable law, through the exercise of the power of sale granted to the Board pursuant to applicable statutes and laws and this Declaration. Suit to recover a money judgment against an Owner for unpaid assessments together with all other amounts due hereunder shall be maintainable without first foreclosing against the Hangar which is subject to the lien for such assessment or waiving the lien rights granted hereby.

6.13 Lien for Assessments; Priority. All sums assessed to any Hangar pursuant to this Declaration, and all fines imposed by the Association against the Owners of a Hangar, together with interest thereon as provided herein, shall be secured by a lien on such Hangar in favor of the Association from the date the Assessment or fine becomes due. If an Assessment or fine is payable in installments, the full amount of the Assessment or fine is a lien from the time the first installment thereof becomes due. Such lien shall be prior to all other liens and encumbrances on such Hangar except for: (a) valid tax and special assessment liens in favor of any governmental assessing authority; (b) liens and encumbrances recorded before the recordation of the Declaration; and (c) a First Deed of Trust recorded before the date on which the Assessment or fine sought to be enforced became delinquent. The lien created by this Declaration for unpaid Annual Assessments is also prior to a First Deed of Trust to the extent of the amount of such Annual Assessment which would have become due during the six (6) month period immediately preceding institution of an action to enforce the lien.

6.14 Enforcement of Lien.

6.14.1 Notice of Delinquent Assessment and Notice of Default. The Association may foreclose its lien by sale pursuant to the Act after:

(a) The Association has caused to be mailed in accordance with Section 116.31162 of the Act, or any successor statute, a notice of delinquent assessment (“**Notice of Delinquent Assessment**”), which states the amount of the Assessments or fines which are due together with all interest and late charges thereon in accordance with the provisions of this Declaration, a description of the Hangar against which the lien is imposed and the name of the record Owner of the Hangar; and

(b) The Association or other person conducting the sale has executed and caused to be recorded with the Carson City Recorder, a notice of default and election to sell the Hangar to satisfy the lien (“**Notice of Default**”), which shall contain the same information as the Notice of Delinquent Assessment, but which shall also describe the deficiency in payment and the name and address of the person authorized by the Association to enforce the lien by sale; and

(c) The Owners of the Hangar or their successors in interest have failed to pay the amount of the lien, including interest and late charges and costs, fees and expenses incident to its enforcement for a period of ninety (90) days which commences on the first day following the later of:

(i) The day on which the Notice of Default is so recorded; and

(ii) The day on which a copy of the Notice of Default is mailed by certified or registered mail, return receipt requested, to the Owners of the Hangar or their successors in interest at their address if known, or otherwise to the address of the Hangar.

6.14.2 Notice of Sale. The Association or other person conducting the sale shall, at any time after the expiration of such ninety (90) day period and before selling the Hangar, give notice of the time and place of the sale (“**Notice of Sale**”) in the manner and for a time not less than that required by law for the sale of real property upon execution, except that a copy of the Notice of Sale must be mailed, on or before the date of first publication or posting, by certified or registered mail, return receipt requested, to the Owners of the Hangar or their successors in interest at their address if known, or otherwise to the address of the Hangar. Such sale shall be conducted in any manner permitted by law. Each Owner who is liable for payment of the Assessment shall be required to pay the costs and expenses of such foreclosure proceeding including, but not limited to, the cost of preparation of all notices (whether or not such notice has been given to the Owners at the time payment is made), reasonable attorneys’ fees and title insurance costs.

All such costs and expenses of the foreclosure shall be secured by the lien being foreclosed. Each Owner who is liable for payment of the Assessment shall be required to pay to the Association any and all Assessments against such Owner which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Improved Hangar. The Association shall be entitled to bid on credit up to and including the amount secured by the lien being foreclosed.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the Carson City, Nevada, real estate records, upon payment of all sums secured by such lien.

Any encumbrancer holding a lien on a Hangar may, but shall not be required to, pay any amounts secured by a lien for unpaid assessments, and upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including rights or priority.

6.15 Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves must be paid to the Owners in proportion to their liabilities for Common Expenses or credited to them to reduce their future assessments for Common Expenses.

6.16 Reserve Funds. The Association shall establish and maintain an adequate reserve fund for the replacement of Improvements to the Common Area and Limited Common Elements that it is obligated to maintain. The replacement fund shall be maintained out of regular Assessments for Common Expenses.

ARTICLE VII INSURANCE

7.1 Insurance to be Obtained. The Association shall only be obligated to obtain and maintain in full force and effect at all times insurance coverage required under the Ground Lease.

7.2 Other Insurance. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Project.

7.3 Premiums and Reviews. Premiums for all of the foregoing insurance carried by the Association shall be a Common Expense and shall be included in the Assessments or charges made by the Association. The Board shall review the limits of all insurance policies of the Association at least once a year and adjust the limits as the Board deems necessary or appropriate.

7.4 Form. All insurance policies maintained by the Association pursuant to Section 7.1 shall be in a form required by the Ground Lease. All insurance policies maintained by the Association pursuant to Section 7.2 shall be in a form determined by the Association.

7.5 Adjustment of Losses. The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried pursuant to Sections 7.1 or 7.2. The Board is granted full right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.

7.6 Owner's Insurance Responsibilities. Each respective Owner shall be responsible for the following insurance coverages to the extent not maintained by the Association pursuant to Sections 7.1 and 7.2 above: insurance on furnishings initially placed in the Hangar by Declarant; insurance on items of personal property placed in the Hangar by Owner; insurance for casualty and public liability coverage within each Hangar to the extent not covered by the Association's insurance; insurance coverage for activities of the Owner, not acting for the Association, with respect to the Common Area; insurance against loss from theft on all personal property placed in the Hangar or stored in any Limited Common Element by the Owner; provided, however, pursuant to Section 7.2, the Association may elect to arrange for insurance coverage of the casualties and liabilities described above. In such event, however, each Owner shall be responsible for the amount, if any, by which the replacement cost exceeds the insurance proceeds.

ARTICLE VIII
DAMAGE, DESTRUCTION, CONDEMNATION OR OBSOLESCENCE

8.1 Damage or Destruction.

8.1.1 Association as Attorney-in-Fact. Each of the Owners irrevocably constitutes and appoints the Association its true and lawful attorney-in-fact in its name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed or other instrument of conveyance or assignment from the Declarant or from any Owner shall constitute such appointment.

8.1.2 General Authority of Association. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, assignment or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the Improvements as used in the succeeding subsections mean restoring the Project to substantially the same vertical and horizontal boundaries as before.

8.1.3 Duty and Authority to Rebuild. Any portion of the Common Area which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

(a) The common interest community created by this Declaration is terminated, in which case NRS 116.2118, 116.21183 and 116.21185 and Section 12.1 of this Declaration apply;

(b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or

(c) Eighty percent (80%) of the voting power of the Association and sixty-seven percent (67%) of the institutional holders of First Deeds of Trust on Hangars vote not to rebuild.

The Association shall have the authority and the duty to repair or reconstruct all Improvements to the Common Area which are damaged or destroyed, which authority and duty shall be exercised in accordance with the provisions of this Article.

8.1.4 Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any Improvements to the Common Area, the Association shall obtain estimates that it deems reliable and complete of the costs of repair or reconstruction of that part of the property damaged or destroyed. No reconstruction or repair of damaged or destroyed Common Area Improvements shall commence until approval has been obtained from the Board.

8.1.5 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction of Association Property. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of

such repair or reconstruction, then the Board, pursuant to Article VI hereof, shall levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction.

8.1.6 Repair or Reconstruction. Except as otherwise provided herein, as soon as practicable after receiving the estimates, the Board shall diligently pursue to completion the repair or reconstruction of the damaged or destroyed Common Area Improvements. The Association may take all necessary or appropriate action to effect repair or reconstruction as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in substantial accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event, (i) the number of cubic feet and the number of square feet of any Hangar may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Hangar as originally constructed pursuant to such original plans and specifications and the location of the buildings shall be substantially the same as prior to damage or destruction, and (ii) written consent from the Eligible Mortgage Holders on Hangars to which at least fifty-one percent (51%) of the votes of Hangars subject to mortgages held by Eligible Mortgage Holders is first obtained in the event of any restoration or repair not in substantial compliance.

8.1.7 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the Assessments provided for in Section 8.1.5 constitute a fund for the payment of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for costs of repair or reconstruction shall be made from insurance proceeds; if there is balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by each Owner to the Association.

8.1.8 Decision Not to Rebuild. In the event of a determination not to rebuild, the damaged or destroyed facilities shall be cleared, and the land shall be landscaped in a manner ensuring the existence of adequate rights-of-way and legal access over and to the area. The cost of removal and landscaping shall be paid for with insurance proceeds, and the remaining proceeds shall be retained by the Association in its general or other funds or allocated or distributed as determined appropriate by the Board, provided that any such distribution of insurance proceeds shall be proportionate to the Allocated Interests of all Members.

8.2 Obsolescence.

8.2.1 Adoption of a Plan. The record Owners, as reflected on the real estate records of Carson City, Nevada representing an aggregate record ownership interest of eighty percent (80%) or more of the Condominiums may agree that the Project is obsolete and adopt a written plan for renewal and reconstruction, which plan has the approval of sixty-seven percent (67%) of the Eligible Mortgage Holders at the time of the adoption of such plan. Written notice of adoption of such a plan shall be given to all Owners. Such plan shall be recorded in the Carson City, Nevada real estate records.

8.2.2 Payment for Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all of the Owners as Assessments against their respective Units. These Assessments shall be levied in advance pursuant to Article VI hereof and shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

8.2.3 Distribution of Excess. In the event amounts collected pursuant to Section 8.2.2 are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in an amount proportionate to the respective amount collected from each such Owner.

8.2.4 Dissents From the Plan. An Owner not a party to such a plan for renewal or reconstruction shall give notice of dissent to the Association within fifteen (15) days after the recordation of such plan. The Association shall then give written advice of such dissents to all the Owners within five (5) days after the expiration of such fifteen-day period. Within fifteen days of receipt of such notice from the Association, the record Owners, representing an aggregate record ownership of more than fifteen percent (15%) of the Condominiums may cancel the plan by written instrument recorded in the Carson City, Nevada, real estate records. If the plan is not canceled then the Condominium of each dissenter shall be purchased according to the following procedures. If the Owner and the Association can agree on the fair market value thereof, then such sale and conveyance shall be completed within sixty (60) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencing date" from which all periods of time mentioned herein shall be measured. Within ten (10) days following the commencing date, each party shall nominate a qualified appraiser by written nomination and shall give notice of such nomination to the other. If either party fails to make such nomination, the appraiser nominated shall, within five (5) days after default by the other party, appoint and associate with him or her another qualified appraiser. If the two appraisers designated by the parties, or selected pursuant hereto in the event of default of one party, are unable to agree, then they shall appoint another qualified appraiser to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two qualified appraisers; and from the names of the four persons so nominated, one shall be drawn by lot by a judge of any court of record in Nevada; and the person whose name is so drawn shall be the umpire. The nominations from among which the name of the umpire is to be drawn by lot shall be submitted

within ten (10) days after the failure of the two appraisers to agree, which, in any event, shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement, the decision of such umpire shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. The sale shall be consummated within sixty (60) days after decision of the appraisers or umpire, as applicable. The Association shall have the right and power to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Condominium so acquired.

The Association, pursuant to Article VI hereof, may levy a Special Assessment sufficient to provide funds to pay for the Condominiums of the dissenters, provided that such Assessment shall not apply to any of the Owners who are among the dissenters and shall not be a lien against the Condominium of any such Owner; and upon the Association's conveyance of any such Condominium, the Association as attorney-in-fact shall disburse the proceeds in the same manner provided in Section 8.2.5 of this Declaration. The obligation of the Association to make such purchase shall be conditioned on the fair market value of the Condominium exceeding the obligations secured by liens on such Condominium such that the Association acquires such Condominium free of monetary liens and otherwise upon the marketability of the title of the Owner. Owner shall furnish the Association an appropriate preliminary title report or commitment for title insurance evidencing marketability of his title not less than fifteen (15) days prior to the date set for completion of the sale.

8.2.5 Sale of Obsolete Project. Subject to the terms of the Ground Lease, the Owners representing an aggregate ownership interest of eighty percent (80%) or more of the Condominiums may agree that the Condominiums are obsolete and that the Project should be sold. Such an agreement must have the approval of sixty-seven percent (67%) of Eligible Mortgage Holders of record at the time such agreement is made. In such instance, the Association shall forthwith record a notice setting forth such facts, and upon the recording of such notice by the Association, the Project shall be sold by the Association as attorney-in-fact for all of the Owners free and clear of the provisions contained in this Declaration, the Map, the Articles and the Bylaws. The net sale proceeds shall be apportioned among the Owners in proportion to their Allocated Interests, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium. Each such account shall remain in the name of the Association and shall be further identified by the Hangar designation and the name of the Owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to mortgagees and other lienors in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

8.3 Condemnation. If at any time or times during the continuance of the Condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the making of awards and disbursement of the proceeds thereof shall be undertaken in accordance with the terms and provisions of NRS 116.1107.

ARTICLE IX PROTECTION OF LENDERS

9.1 Encumbrance of Parcels Permitted. Any Owner may encumber such Owner's Hangar with a Deed of Trust.

9.2 Subordination. Except as provided otherwise by the Act or Article VI hereof, any lien created or claimed under Article VI of this Declaration is subject and subordinate to the lien of any First Deed of Trust encumbering any Hangar, unless the priority of such First Deed of Trust is expressly subordinated to such assessment lien by a written instrument duly recorded.

9.3 Non-Liability for Unpaid Assessments. Any beneficiary of a First Deed of Trust who acquires title to a Hangar pursuant to the judicial or non-judicial foreclosure remedies provided in the Deed of Trust shall take the Hangar free of any claims for unpaid Assessments or Association charges against the encumbered Hangar that accrue greater than six (6) months prior to the time such beneficiary so acquires ownership of the Hangar, provided, however, after the foreclosure of any such Deed of Trust, such Hangar shall remain subject to the Declaration; and the amount of all regular and Special Assessments, to the extent they relate to expenses incurred subsequent to such foreclosure sale, shall be assessed hereunder to the grantee or purchaser thereunder.

9.4 Breach of Covenants. A breach by an Owner of any of the provisions of this Declaration shall not defeat or render invalid the lien of any Deed of Trust made in good faith and for value as to the Project or any portion thereof; provided, however, the provisions of this Declaration shall be binding upon the Owners whose title thereto is acquired under foreclosure, trustee's sale or otherwise.

9.5 Notice to Eligible Mortgage Holders, Insurers and Guarantors. The holder of any First Deed of Trust shall be entitled to become an Eligible Mortgage Holder pursuant to the provisions of this Declaration and any insurer or guarantor of a First Deed of Trust shall be entitled to become an Eligible Insurer hereunder by notifying the Association of its name, address and address of the Hangar encumbered by the First Deed of Trust which it holds or insures in the manner provided in Section 12.5 below. Such notification shall be deemed to be a request with respect to such Hangar for written notice from the Association of: (i) any default in the payment of Assessments which remains uncured for a period of sixty (60) days; (ii) any condemnation or casualty loss that affects a material portion of the Project or the Hangar; and (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association. The Association shall give written notice to Eligible Mortgage Holders in accordance with the provisions of this Section 9.5 and in the manner prescribed in Section 12.5 below. Any holder of a First Deed of Trust encumbering any Hangar or any portion of the Property who does not so request notice, shall not be deemed to be an Eligible Mortgage Holder under the terms of this Declaration. Unless and until notice is given to the Association as provided in this Declaration by a mortgage holder, insurer or guarantor, such mortgage holder, insurer or guarantor shall not be entitled to notice of default, nor to any right, distribution or notice pursuant to this Declaration.

9.6 Insurance Proceeds and Condemnation Awards. No provision of this Declaration or the Articles shall give an Owner, or any other party, priority over any rights of the holders of First Deeds of Trust in the case of a distribution to Owners of insurance proceeds or condemnation awards.

9.7 Appearance at Meetings. Because of its financial interest in the Project, any beneficiary of a First Deed of Trust may appear (but cannot vote) at meetings of the Members and the Board and may draw attention to violations of this Declaration that have not been corrected or made the subject of remedial proceedings or Assessments.

9.8 Examination of Records. The holders of First Deeds of Trust shall have the right to examine, at reasonable times, the books and records of the Association and can require the submission of financial data concerning the Association, including annual audit reports and operating statements as and when furnished to the Owners.

ARTICLE X SPECIAL DECLARANT'S RIGHTS

10.1 General. Declarant (i) reserves the right to complete the Project, including the right to construct Building 2 and the Future Building 3 and all Improvements related thereto, and (ii) shall retain control of the operation of the Association during the Control Period (defined in Section 10.3), as set forth below.

10.2 Final Subdivision Maps. The Map depicted in **Exhibit A** is based on the tentative subdivision map for the Project. Declarant shall process and record one or more final subdivision maps for the Hangars ("**Final Subdivision Maps**"). Upon recordation of any Final Subdivision Map, Declarant shall have the unilateral right to record a supplement to this Declaration to memorialize the resulting effect of the Final Subdivision Map on **Exhibit A** and **Exhibit B**, which may include recording a superseding **Exhibit A** and **Exhibit B**. The Final Subdivision Maps shall control in the event of any conflict between the Final Subdivision Maps and **Exhibits A** and/or **Exhibit B** attached hereto. Declarant, in its sole discretion, may determine (i) the footprint of Future Building 3, (ii) the architectural style of Future Building 3, so long as it is reasonably compatible with Building 2, (iii) the construction materials for Future Building 3, so long as the quality of construction is substantially similar to that of Building 2, and (iv) the number of Hangars located in Future Building 3, subject to the maximum number of Units in the Project set forth in Recital D of this Declaration.

10.3 Special Declarant's Rights. In addition to the construction and mapping rights set forth above, until such time as (i) Declarant has completed construction of Building 2 and Future Building 3, and (ii) Declarant has sold the last Hangar it owns in the Project (unless Declarant elects to retain ownership of a Hangar for its own use) ("**Control Period**"), Declarant hereby reserves unto itself the right to:

- (a) select or appoint the members of the Board of the Association and the officers of the Association;

- (b) establish the Budget;
- (c) select vendors to perform construction, maintenance and repairs;
- (d) establish the Rules and Regulations;
- (e) approve or disapprove any Association matter that requires the vote or approval of the Owners, and without Declarant's approval of such matter, the matter shall be deemed rejected or disapproved; and
- (d) approve or disapprove any amendment or modification to this Declaration, the Bylaws and the Ground Lease, and without Declarant's approval, any such amendment or modification shall be deemed void.

10.4 Limitation. Nothing in this Article 10 shall give Declarant the right to damage any Hangar or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Commons Areas, except as required for construction, maintenance and repair obligations conducted by Declarant.

10.5 Personal Rights. The covenants contained in this Article X are personal to Declarant and any Successor Declarant and may only be transferred by a written assignment duly recorded from a Declarant to successor Declarant, or from a Successor Declarant to another Successor Declarant. Declarant may surrender one or more of its special rights under this Article X prior to the expiration of the Control Period, with the condition that (until the Control Period expires) specified actions by the Association or the Board must be approved by the Declarant before they become effective.

ARTICLE XI DECLARATION SUBJECT TO GROUND LEASE

11.1 Owners Rights Subject to Ground Lease. The expiration or termination of the Ground Lease will terminate the common interest community established by this Declaration. Each Owner accepting a deed or other instrument of conveyance or assignment to a Condominium, expressly acknowledges that he (i) has received and carefully read and reviewed the Ground Lease, (ii) understands his rights to his Condominium and other rights under this Declaration are subject and subordinate to the Ground Lease, and (iii) understands that the expiration or termination of the Ground Lease will terminate his rights to his Condominium and under this Declaration and the common interest community established by this Declaration.

11.2 Ground Lease Information. The following information with respect to the Ground Lease is hereby provided to each Owner:

- (a) The Ground Lease is recorded in the office of the Clerk and Recorder of the consolidated municipality of Carson City as Document No. 521392. A copy of the Ground Lease is on file with the Carson City Airport Authority.

(b) The date on which the Ground Lease is scheduled to expire is May 19, 2071.

(c) The legal description of the real estate subject to the Ground Lease is described on **Exhibit A**.

(d) The Owners have no right to a right to redeem the reversion of the leasehold estate of the Ground Lease.

(e) Under Section 15 of the Ground Lease, unless the landlord elects to take title to the buildings and improvements (at no cost or obligation to the landlord), the Owners are obligated to remove at their cost all buildings and improvements and restore the leased premises to its original condition upon termination of the Ground Lease.

(f) The Owners have no right to renew the Ground Lease.

ARTICLE XII MISCELLANEOUS PROVISIONS

12.1 Duration. The provisions of this Declaration shall continue and be effective for a period of fifty (50) years from the date of recordation hereof and shall be automatically extended for successive periods of ten (10) years each until (i) the Owners of at least eighty percent (80%) of the Hangars within the Project and sixty-seven percent (67%) of the then Eligible Mortgage Holders shall execute a written instrument, which may be executed in counterparts, in recordable form declaring that the provisions of this Declaration shall terminate, and (ii) such written instrument is recorded in the office of the Recorder of Carson City, Nevada. Notwithstanding the foregoing, this Declaration shall automatically terminate upon the termination of the Ground Lease.

12.2 Amendment. Except as otherwise provided in the Act and below, this Declaration may be amended by vote or agreement of not less than sixty-seven percent (67%) of the voting power of the Association; provided, further, Declarant's approval is required during the Control Period. All such amendments must be in writing and prepared, executed, recorded and certified on behalf of the Association by the President of the Association. Such amendment shall be recorded in the office of the Carson City Recorder. Any substantive amendment to any of the following described provisions of this Declaration requires the written consent of fifty-one percent (51%) of the Eligible Mortgage Holders:

(a) Voting rights;

(b) Assessments, assessment liens or the priority of assessment liens;

(c) Imposition of any restrictions on the leasing of Hangars or on an Owner's right to sell or transfer such Owner's Hangar;

(d) Any provision that expressly benefits mortgage holders or mortgage insurers or guarantors;

(e) Provisions pertaining to termination of the Declaration; and

(f) Restoration or repair of the Project (after damage or partial condemnation in a manner other than that specified in this Declaration.

In the event any Eligible Mortgage Holder is notified in the manner provided in Section 12.5 below and at the address designated by such Eligible Mortgage Holder to the Association in the manner provided in such Section 12.5, of any proposed substantive amendment to this Declaration in the nature of the amendment described in subsections (a) through (f), inclusive, above, and fails to submit a written response within thirty (30) days after notice of such proposed amendment, then such Eligible Mortgage Holder shall be deemed to have given its approval of such amendment and such implied approval shall be conclusive as to all persons relying thereon in good faith. A certificate signed by the Secretary of the Association as to any Eligible Mortgage Holder's failure to so respond shall be deemed to be sufficient evidence of such approval.

Section 11.1 shall be amended only upon the written consent of the Owners of seventy-five (75%) of the Hangars within the Project.

12.3 Enforcement and Waiver.

12.3.1 Owner's Right of Enforcement. In addition to the rights of enforcement granted to the Association pursuant to the provisions of Section 5.1.2 hereof, any Owner shall have the right (but not the duty) to enforce any and all of the covenants, conditions and restrictions now or hereafter imposed by this Declaration upon the Owners or upon any of the Property. Nothing herein shall be construed as creating a third party beneficiary contract in favor of parties who are not Owners or Eligible Mortgage Holders.

12.3.2 Violations and Nuisance. Every act or omission whereby a covenant, condition or restriction of the Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action.

12.3.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to any or all of the Enforcement procedures herein set forth.

12.3.4 Remedies Cumulative. Each remedy provided by the Declaration is cumulative and not exclusive.

12.3.5 Nonwaiver. The failure to enforce the provisions of any covenant, condition or restriction contained in the Declaration shall not constitute a waiver of any right to enforce any such provisions or any other provisions of the Declaration.

12.4 Termination of Former Owner's Liability for Assessment. Upon the conveyance, sale, assignment or other transfer of a Hangar to a new Owner, the transferring Owner shall not be liable for any Assessment levied with respect to such Hangar after notification of the Association of such transfer in the manner provided in Section 4.4 and 12.5 hereof and the payment of a transfer fee (if any) as provided in Section 4.4 hereof. No person, after the termination of his status as an Owner and prior to his again becoming an Owner, shall incur any of the obligations or enjoy any of the benefits of an Owner under this Declaration.

12.5 Notices. All notices hereunder to the Association or the Board shall be sent by regular mail, or registered or certified mail, return receipt requested, addressed to the Board at the address of the Manager, or to such other place as the Board may designate from time to time by notice in writing to the Owners of all of the Hangars. Until the Owners are notified otherwise, all notices to the Association or to the Board shall be address as follows:

Echo Delta Community Association
c/o Eric Ortiz
P.O. Box 11033
Zephyr Cove, NV 89448

All notices given by the Association to any Owner shall be sent by regular mail, or by registered or certified mail, return receipt requested, to such Owner's address as may be designated by such Owner from time to time, in writing, to the Board. All notices to Eligible Mortgage Holders shall be sent by registered or certified mail, return receipt requested, at the address to which such Eligible Mortgage Holder has last requested that notice be sent by notifying the Association in the manner provided in Section 12.5.

12.6 Approvals. Any consent or approvals by the Board shall be in writing.

12.7 Construction and Severability; Singular and Plural; Titles.

12.7.1 Restrictions and Easements Construed Together. All of the covenants, conditions, restrictions and easements of this Declaration shall be liberally construed together to promote the purposes of this Declaration as set forth herein.

12.7.2 Restrictions and Easements Severable. The covenants, conditions, restrictions and easements contained in this Declaration shall be deemed independent and severable; and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

12.7.3 Singular Includes Plural. The singular shall include the plural and the plural the singular unless the context requires the contrary; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.

12.7.4 Captions. All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions of any Section.

12.7.5 References to the Act. For clarity, pursuant to Declarant's election under NRS 116.12075.1(c), the Act does not to apply to the Project, except for NRS 116.3116 to 116.31168, inclusive. References in this Declaration to other sections of the Act are for convenience only, for the purpose of incorporating the concept set forth in such section.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

DECLARANT:

Ortiz Bros. Aviation NV, LLC,
a Nevada limited liability company

By: _____
Eric Ortiz, Manager

STATE OF NEVADA)
) ss.
County of _____)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Eric Ortiz, whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION AND SITE MAP

Pages 1 and 2 of Exhibit A:	Legal Description and Plot Map of Property
Page 3 of Exhibit A:	Site Plan for Building 2 and Future Building 3 (Existing Building 1 is” not-a-part” of the Project)
Pages 4 through 9 of Exhibit A:	Floor Plan, Ceiling Plan, Roof Plan, Exterior Elevations and Sections for Building 2

EXHIBIT A Legal Description

A parcel of land situate in the Northeast (NE) quarter (1/4) of Section 4 (Sec. 4), Township Fifteen North (T. 15N.), Range Twenty East (R.20E.), Mount Diablo Meridian (MDM), County of Washoe, State of Nevada, being a portion of Remainder Parcel 1 of the Final Condominium Final Map for Sierra Skyways, Inc. Phase 1, Map No. 2980, recorded November 25, 2019, as File No. 500913, being more particularly described as follows:

BEGINNING at the northeasterly corner of said Remainder Parcel marked by a 5/8-inch rebar and cap stamped "PLS 13284", from which the East One-Quarter Corner (E ¼ Cor.) of Section Four (Sec. 4) bears South 10°39'52" East, 1,850.08 feet, marked by a rock with X in center per L2702;

THENCE, departing said corner, and along the East line of said Remainder Parcel 1, South 01°05'29" West, 147.70 feet, to the southeasterly corner of said Parcel;

THENCE, departing said southeasterly corner, and along the southerly line of said Remainder Parcel 1, South 63°46'07" West, 229.26 feet;

THENCE, departing said southerly line, South 26°13'53" East, 10.20 feet;

THENCE, South 63°46'07" West, 11.50 feet;

THENCE, North 26°13'53" West, 10.20 feet, to a point on the southerly line of said Remainder Parcel 1;

THENCE, along said southerly line, South 63°46'07" West, 93.75 feet;

THENCE, departing said southerly line, North 26°13'53" West, 175.00 feet, to the northerly line of said Remainder Parcel 1;

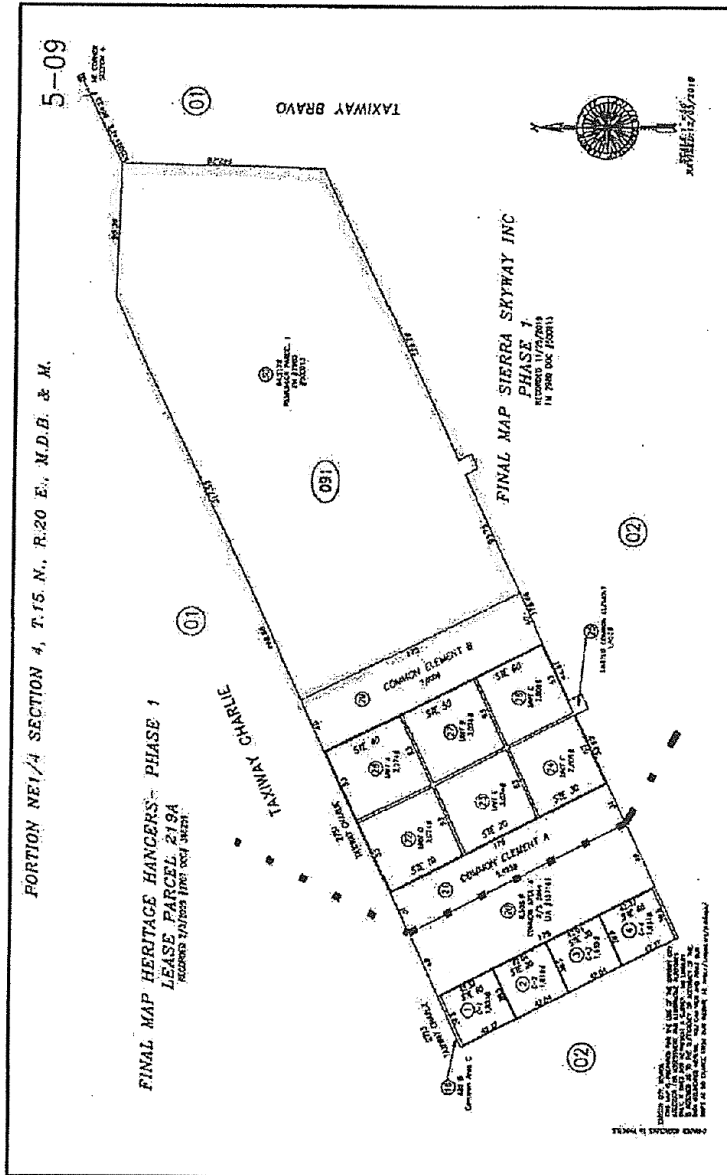
THENCE, and along the northerly line of said Remainder Parcel 1, North 63°46'07" East, 317.55 feet;

THENCE, continuing along said northerly line, South 88°54'49" East, 95.39 feet to the POINT OF BEGINNING.

Containing 64,271 square feet, more or less.

Plot Map on next page.-----

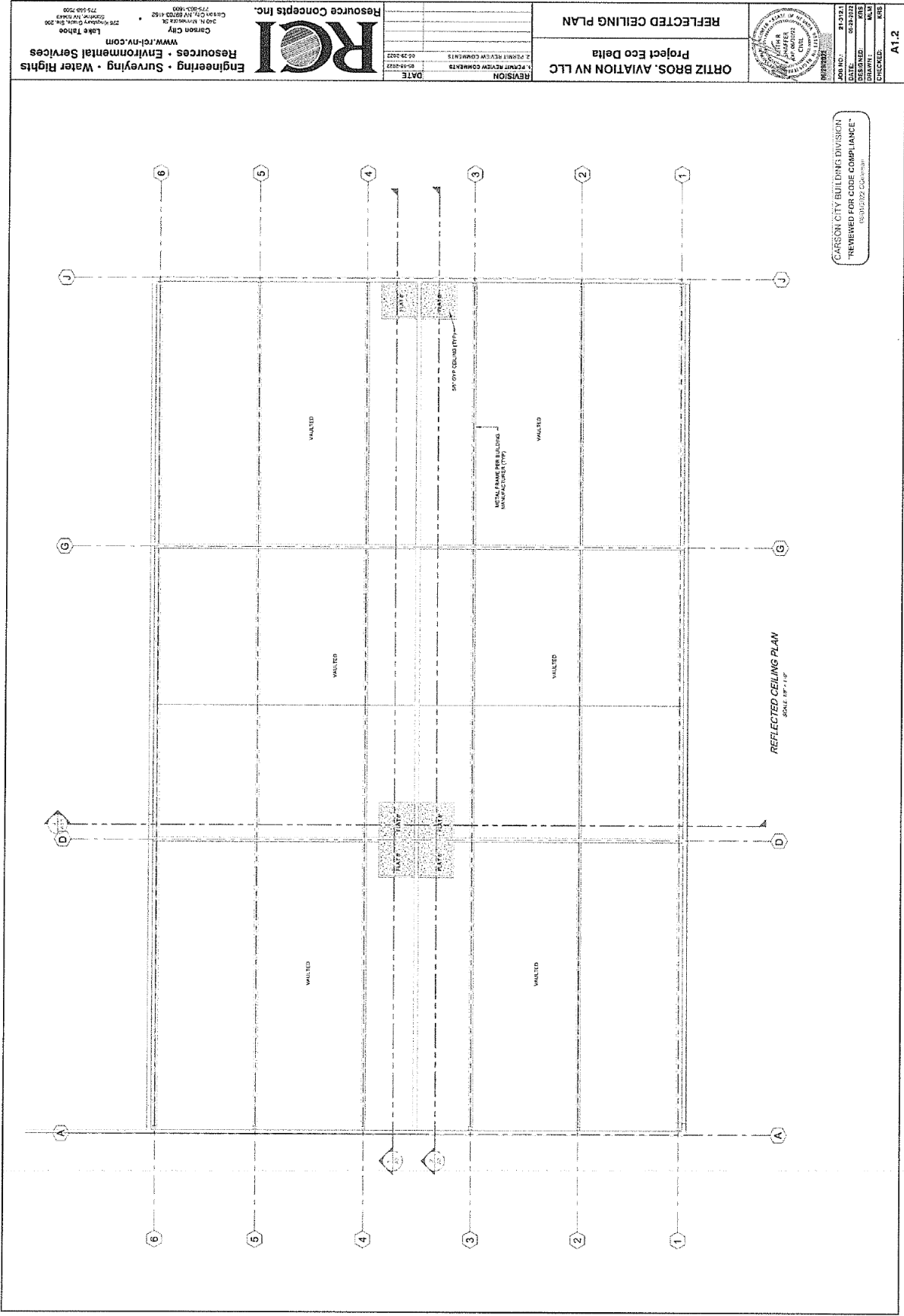
**SUBJECT PLOT MAP CARSON
CITY APN 005-091-30**

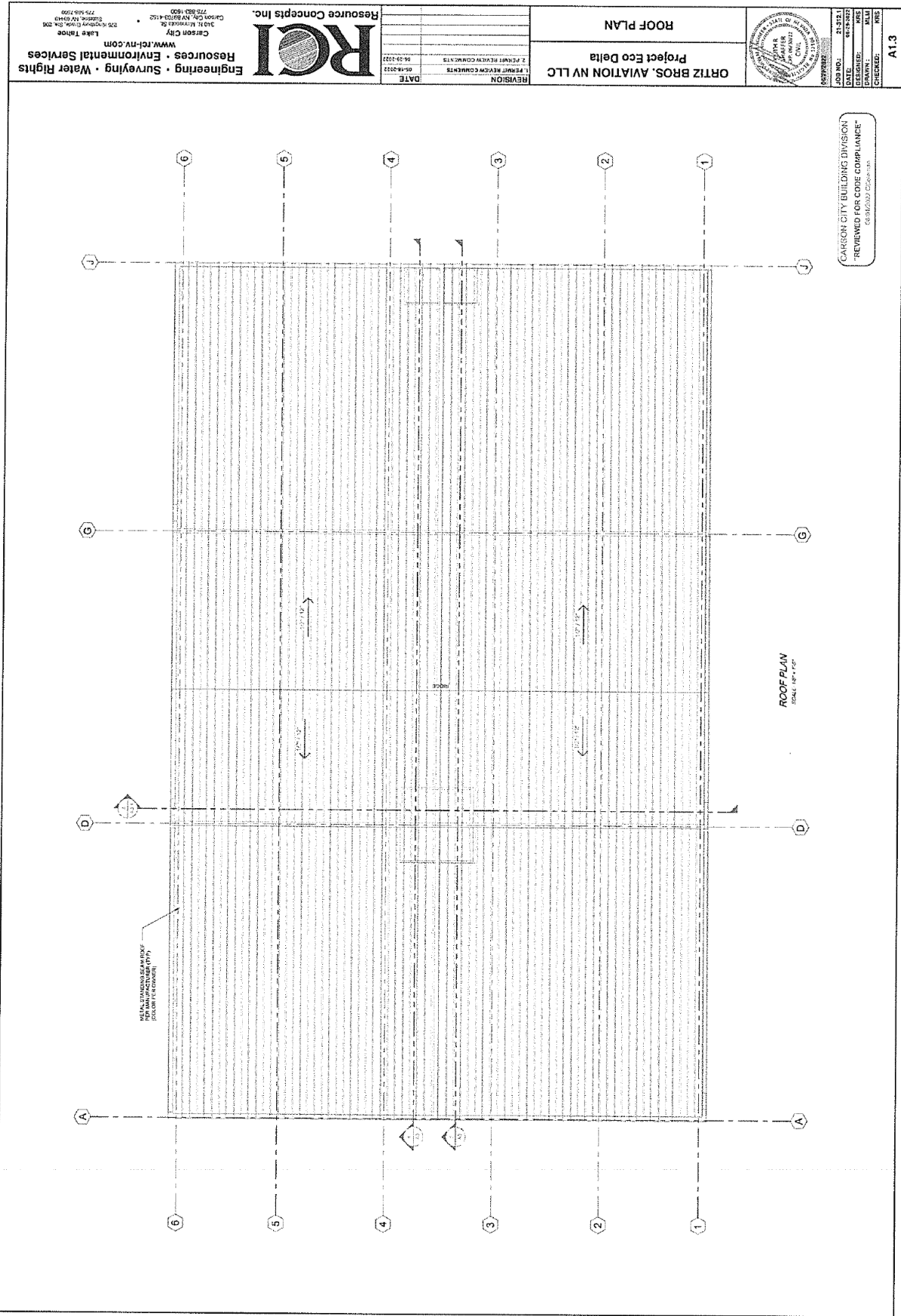


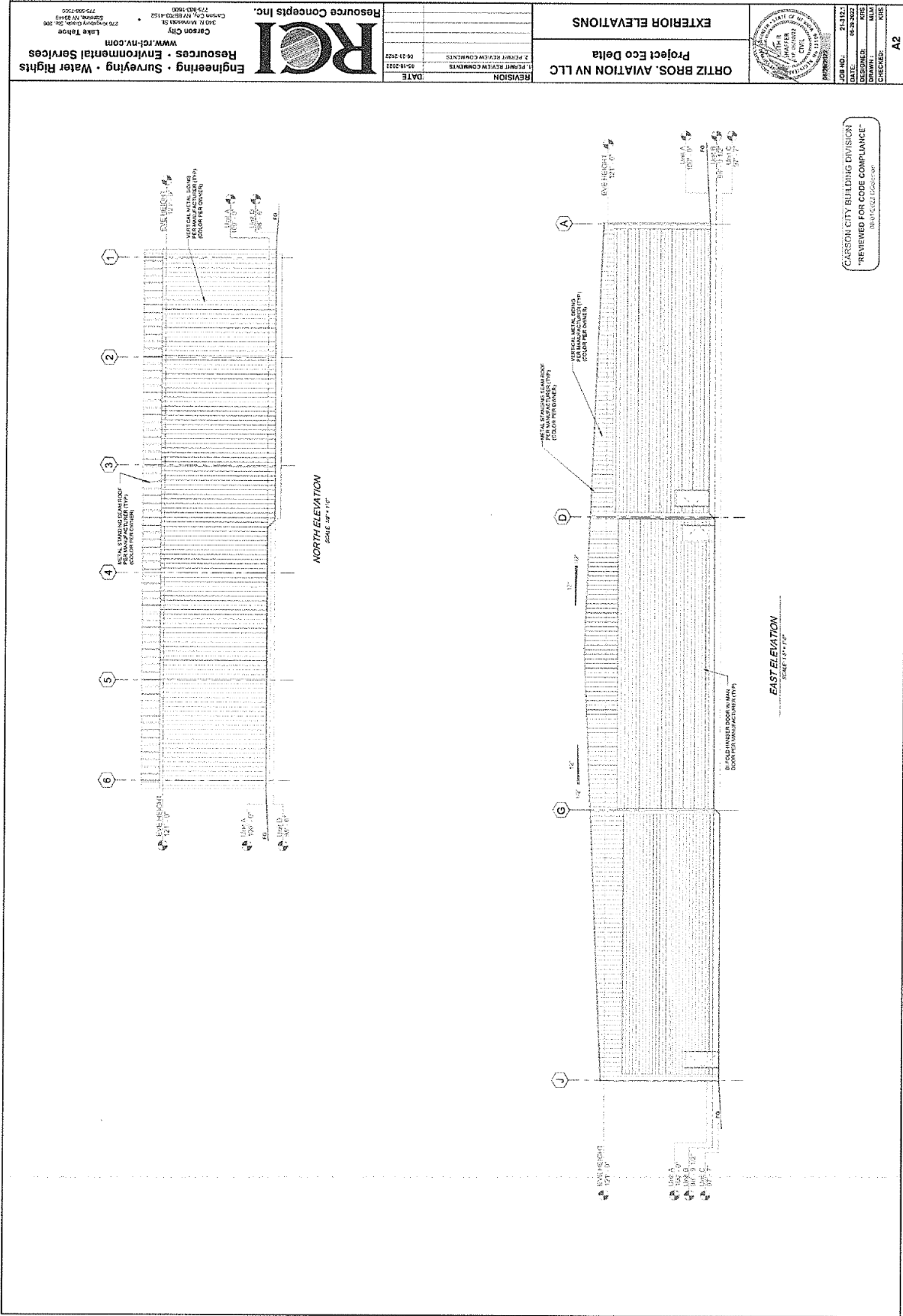
Subject Outlined in Yellow

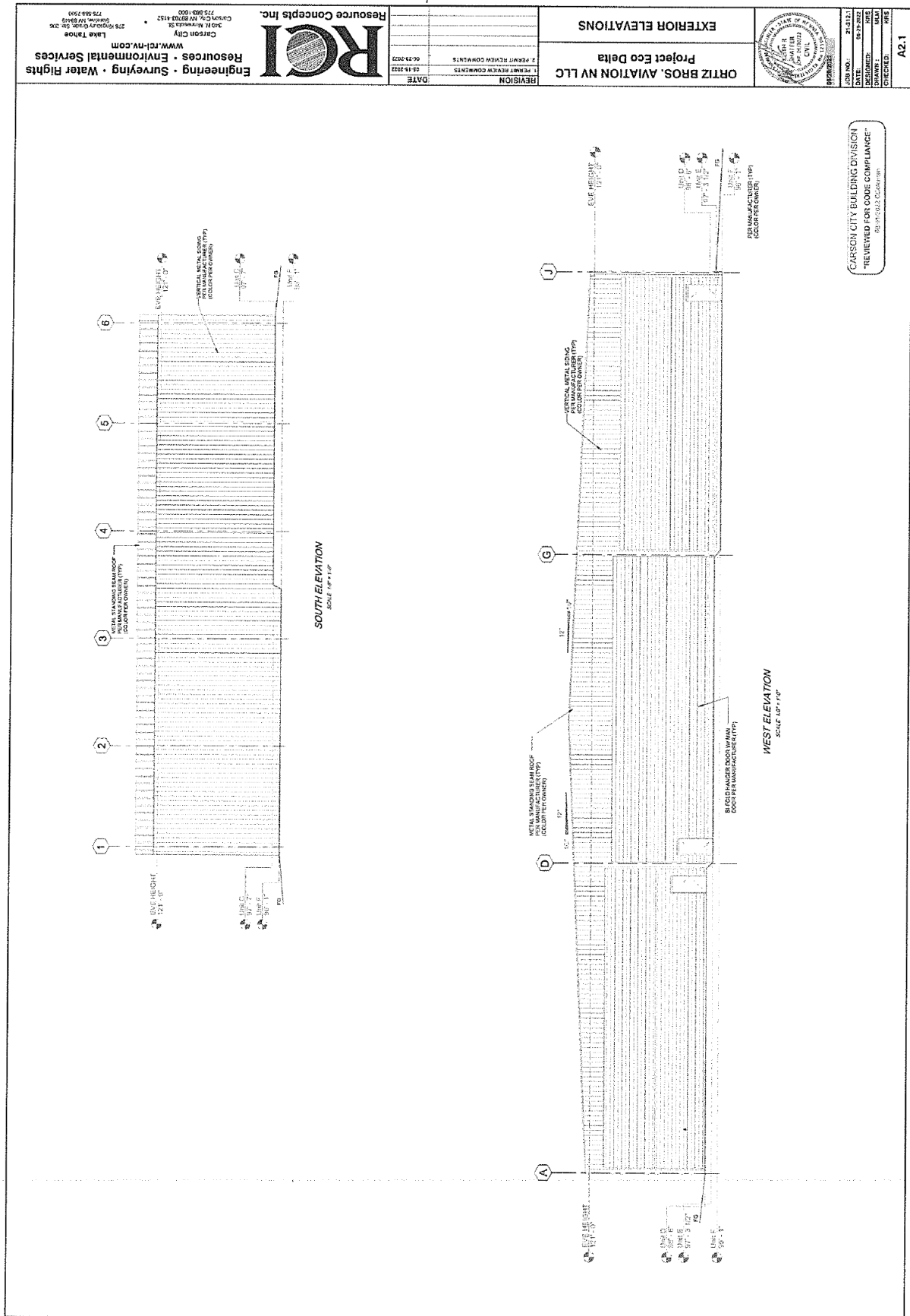
[Handwritten signature]

Ortiz Lease Draft









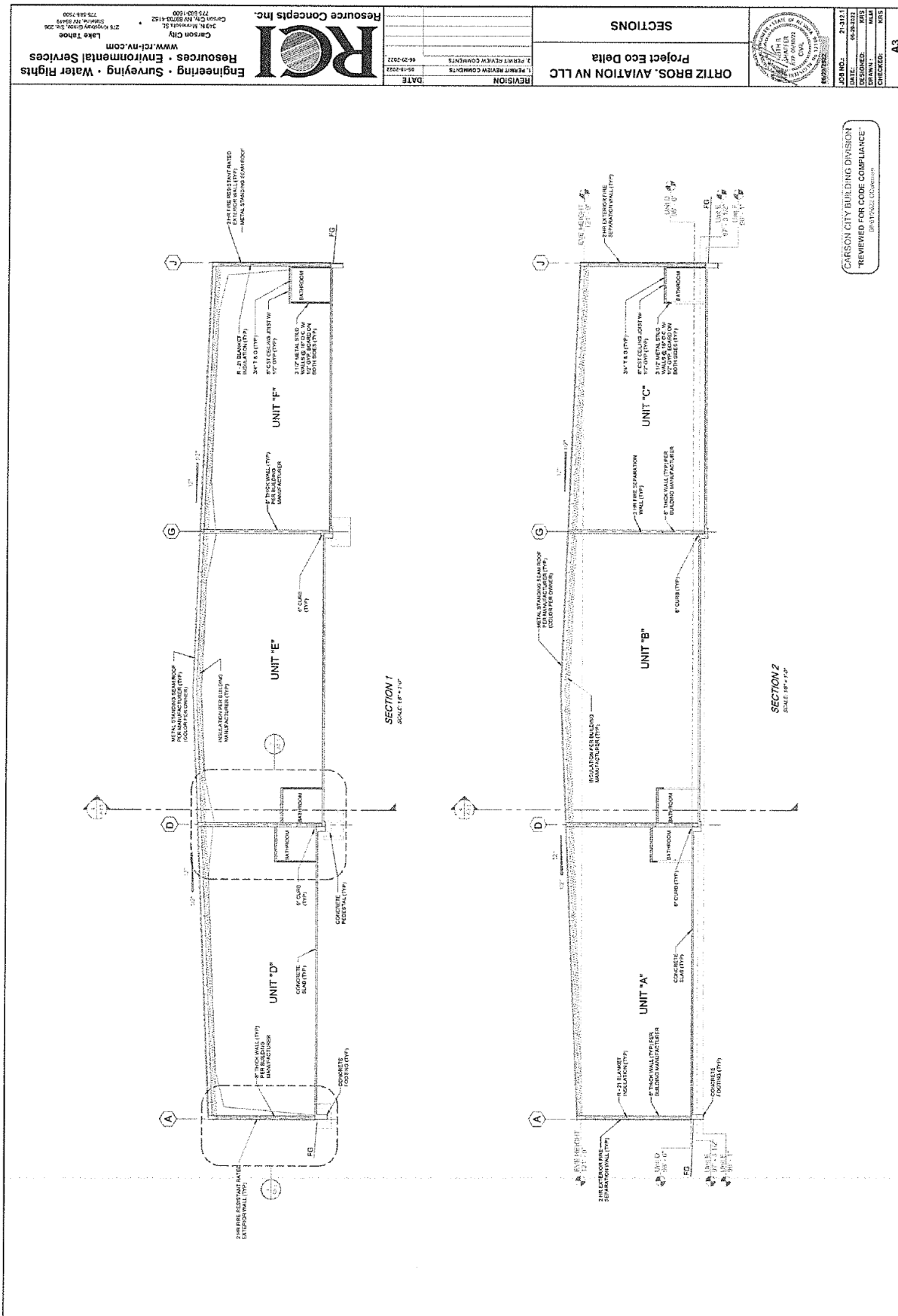


EXHIBIT B

ALLOCATED INTERESTS

The Allocated Interest as defined by Section 1.2 of the Declaration of Covenants and Restrictions for Echo Delta Community Association is the percentage arrived at by dividing the square footage of a Hangar by the aggregate square footage of all the Hangars in the Project, as such sizes are specified on the Map.

Until such time as Future Building 3 is completed, the Allocated Interest of each of the Hangars in Building 2 shall be as follows:

<u>Unit:</u>	<u>Square Feet:</u>	<u>Allocated Interest:</u>
A	3,300	17.143%
B	3,300	17.143%
C	3,025	15.714%
D	3,300	17.143%
E	3,300	17.143%
F	3,025	15.714%
Totals:	19,250	100.000%

At such time as Future Building 3 is completed, the foregoing chart shall be replaced with a determination of Allocated Interests based on the resulting total of square feet of all Hangars in the Project.

APN: 005-091-30

**RECORDING REQUESTED BY AND AFTER
RECORDATION MAIL THIS DOCUMENT TO:**

Ortiz Bros. Aviation NV, LLC
PO Box 11033
Zephyr Cove, NV 89449

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LEASE ASSIGNMENT

THIS LEASE ASSIGNMENT ("**Assignment**"), made and entered into this ____ day of _____, 2023, between the CARSON CITY AIRPORT AUTHORITY ("**Landlord**"), whose address is 2600 E. College Parkway #6, Carson City, Nevada 89706; ORITZ BROS. AVIATION NV, LLC, a Nevada limited liability company, formerly known as Ortiz Bros. Aviation, LLC ("**Assignor**"), whose address is 111 Sierra Colina, Stateline, Nevada 89449; and ECHO DELTA COMMUNITY ASSOCIATION, a Nevada nonprofit corporation ("**Assignee**"), whose address is 111 Sierra Colina, Stateline, Nevada 89449.

WITNESSETH:

WHEREAS, Assignor, as tenant, holds an Airport Lease Agreement with Landlord, dated May 19, 2021, recorded in the office of the Clerk and Recorder of the consolidated municipality of Carson City as Document #521392 ("**Lease**"), covering approximately 64,295 square feet of undeveloped land at the southwest corner of taxiways B and C identified as APN 5-091-30, more particularly described therein ("**Leasehold Property**");

WHEREAS, the Lease permits assignment to a hangar owners association as follows:

9. ASSIGNMENT AND SUBLEASING. Tenant shall be permitted to assign this lease to a hangar owners association to allow individual ownership of hangars and such Association shall be a single entity responsible to Landlord, but shall have no other right to assign or sublet its interest in this lease except upon Landlord's prior consent. Any such assignment or sublease will be binding to assignees/sublessees on all terms and conditions in this lease.

WHEREAS, Assignee is a hangar owners association created in conjunction with the conversion of Leasehold Property to a condominium project; and

WHEREAS, Assignor desires to assign its leasehold interest in the Lease to Assignee, and Assignee desires to assume the same.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Lease is hereby assigned to Assignee and Assignee hereby accepts such assignment.

2. Assumption. From and after the date hereof, Assignee agrees to assume, perform and discharge all of the covenants and obligations of Assignor as tenant under the Lease and to be bound by all the terms and conditions of thereof.

3. Landlord's Acknowledgement of Leasehold Condominium Declaration. Landlord hereby acknowledges that this Assignment is for the purpose of converting the Leasehold Property into a condominium project pursuant to that certain Declaration of Condominium Covenants and Restrictions for Echo Delta Community Association executed and recorded by Assignee contemporaneously herewith ("**Condominium Declaration**"). Article XI of the Condominium Declaration discloses to the future condominium owners that the condominium project is subject and subordinate to the Lease and will terminate upon the expiration of the Ground Lease

MADE EFFECTIVE the date first set forth above.

ASSIGNOR:

Ortiz Bros. Aviation NV, LLC,
a Nevada limited liability company

By: _____
Eric Ortiz, Manager

ASSIGNEE:

Echo Delta Community Association,
a Nevada nonprofit corporation

By: _____
Eric Ortiz, President

STATE OF _____)
: ss.
COUNTY OF _____)

ON THE ____ day of November, 2023, before me, the undersigned, a Notary Public, personally appeared Eric Ortiz, who acknowledged to me that he is the Manager of Ortiz Bros. Aviation NV, LLC and the President of Echo Delta Community Association, and, in such capacities, being duly authorized to do so, executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this Certificate first above written.

NOTARY PUBLIC (SEAL)

[Landlord and Board of Supervisors approvals on following page]

CARSON CITY AIRPORT AUTHORITY:

Approved this ____ day of _____, 2023 pursuant to Notice, meeting and vote:

ATTEST:

MICHAEL GOLDEN, Chairman
CARSON CITY AIRPORT AUTHORITY

CARSON CITY:

Approved by the Board of Supervisors this ____ day of _____, 2023.

LORI BAGWELL, Mayor

ATTEST:

CITY'S LEGAL COUNSEL
Approved as to form.

WILLIAM SCOTT HOEN, Clerk/Recorder

DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form

STEVEN E. TACKES, ESQ.



CCAA BOARD MEMO

Agenda Item: G-2

BOARD MEMO 2023-09

Meeting Date: March 15, 2023

Agenda Title: FOR POSSIBLE ACTION: APPROVE LEASE TO HIGH SIERRA PILOTS, LLC DOING BUSINESS AS STEW'S AERO SERVICES FOR THE PARCEL APN 005-011-94 LOCATED AT 4331 GONI ROAD, OF APPROXIMATELY 24,900 SQUARE FEET INCLUDING ALL IMPROVEMENTS.

Staff Summary: The parcel was posted for bid per NRS 244.283 and Stew's Aero was the winning bidder at the January 18, 2023, CCAA meeting. The lease was generated to meet the conditions of the winning bid.

Agenda Action: Formal Action/Motion

Time Requested: 0 Minutes

Proposed Motion

I move to approve the High Sierra Pilots, LLC doing business as Stew's Aero Services for the parcel APN 005-01194 Located at 4331 Goni Road.

CCAA'S Strategic Goal

Support economic activity in the region.
Maintain financial stability.

Previous Action and Executive Summary

October 19, 2022 (Item H-1) – CCAA determined to put the vacant hangar out to bid for sale with a ground lease or for lease including all improvements.

November 16, 2022 (Item H-3) – CCAA approved the resolution and notice to bid

January 18, 2023 (Item H-1) – High Sierra Pilots doing business as Stew’s Aero Services was the winning bidder for a lease of the area including improvements.

Financial Information

Is there a fiscal impact?

☐ No ☒ Yes

If yes, account name/number & amount: 3099 General Fund

General Fund/ Federal Share: \$79,200 Rent Per Year

Is it currently budgeted?

It is in the Preliminary Budget for FY 23/24

Alternatives

Suggest changes to the lease.

Board Action Taken:

Motion: _____ 1) _____
2) _____

Aye/Nay

(Vote Recorded By)

APN 005-011-94

Lessee/ tax statements to:
High Sierra Pilots, LLC dba
Stew's Aero Services
PO Box 5048
Incline Village, NV 89450

The Tenant and Landlord hereto affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

CARSON CITY AIRPORT LEASE AGREEMENT

This lease, made and entered into this ____ day of March, 2023, between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "City" or "Carson City" (property owner) and the Carson City Airport Authority, an Airport operator per NRS 844 hereinafter referred to as "Airport Authority" (and together with City, "Landlord"), whose address is 2600 E. College Parkway #6 Carson City, Nevada 89706 (email to: manager@flycarsoncity.com), and High Sierra Pilots, LLC, a Nevada limited liability company, doing business as Stew's Aero Services ("Tenant"), whose address is PO Box 5048, Incline Village, NV 89450 (email to: bryan@stews aero.com).

WITNESSETH:

WHEREAS, the Tenant and Landlord desire to enter a lease as regards certain premises which include an existing hangar for use as a Fixed Based Operator under Title 19 of the Carson City Municipal Code, primarily for aircraft repair but also for the other permitted FBO uses; and

WHEREAS, the parties desire to establish such lease in a manner consistent with the Airport Master Plan and Carson City Municipal Code, so as to lease Tenant premises consistent with uses desired by Landlord and to provide economic activity and monetary support to the Carson City Airport ("Airport"); and

THEREFORE, Landlord and Tenant agree as follows:

1. **PREMISES.** Landlord leases to Tenant and Tenant leases from Landlord the real property located on the Airport property, within the east one half (1/2) of section four (4) Township 15, North, Range 20 East, MDM, Carson City, Nevada, on the east side of the north ramp area of the Airport, (former Shadetree Aviation lease; Doc. No. 449913 recorded Dec 24, 2014 with the Carson

City Recorder) as depicted in the ramp diagram attached hereto, and as fully described on Exhibit A (“Legal Description”) to this lease, with the appurtenant rights included in Paragraph 8. The area is comprised of approximately 24,990 sq ft. of developed property.

2. TERM. The term shall be fifty (50) years from the date of execution hereunder.

3. BASE RENT. Tenant shall pay to Landlord \$79,200 per year (\$6,600 per month); calculated as \$3.1682 per square foot per year (upon lease approval; to be paid on the first of the month following Board of Supervisor approval of the lease). Rent shall be payable monthly with payments due on the first day of each month. Tenant shall be responsible for the maintenance of the paving of ramp areas within the leasehold boundaries.

A. The rental rate includes payment for utilities infrastructure fees to utilize the utility plant previously installed on the Airport at the expense of the Airport Authority, but does not include hookup fees, if any, assessed by the Carson City Utility Department.

B. Tenant shall maintain, at Tenant’s cost, utilities infrastructure in conformance with the engineering design and prior installation approved by the Airport Authority for this area.

C. Tenant to reimburse Landlord for the appraisal cost of \$2,500.00.

4. ADJUSTMENTS TO BASE RENT.

A. ~~CONSUMER PRICE INDEX ADJUSTMENT~~. An adjustment of the rental and fees described above shall occur first on January 1, 2025, then at two-year anniversary intervals from January 1, 2025, during the term of this Lease. Such adjustment of rental shall be 2% at each two-year anniversary.

B. MARKET TO MARKET LAND APPRAISAL. On January 1, 2038 (year 15), and thereafter at each 10-year anniversary of the lease term, the rent rate shall be adjusted to the appraised rate as determined by an MAI certified appraiser, selected from the Carson City Board of Supervisors’ approved list of appraisers. Landlord and Tenant shall share equally the expense of such appraisals.

5. IMPROVEMENTS. Tenant accepts the existing improvement, including but not limited to the existing hangar, in as-is condition. In the event that Tenant proposed or later chooses to undertake construction on the premises, said construction project shall be submitted to the Landlord for approval. Tenant shall meet the construction requirements and standards adopted by Landlord pursuant to Title 19 of the Carson City Municipal Code, including but not limited to, expending funds for maintenance on the property, pavement and improvements, at an effective rate

of at least \$0.03/sqft/yr averaged over a 10-year period. Tenant shall provide Landlord with an exterior and pavement maintenance plan and shall abide by the plan. Upon each 10-year anniversary of January 1, 2023, the Tenant shall report on its improvements to, and maintenance on, the leasehold made during the 10-year period. Upon request of Landlord, Tenant shall provide supporting documentation of such Tenant expenditures to ensure that the facility is being maintained in the same fashion (i.e. the same, good condition as when improvement construction was completed, normal wear and tear excepted). Such maintenance shall include, as a minimum, adequate care of the Tenant pavement such that the pavement remains no lower than a fair rating (i.e. PCI 58-74). Failure to maintain leasehold improvements at or above these standards shall be treated as a breach of this lease.

6. DEFAULT. The occurrence of any of the following shall constitute a default by Tenant:

A. Failure to pay rent when due if the failure continues for ten (10) days after notice has been given to Tenant.

B. Abandonment and vacation of the premises. Failure to occupy and operate the premises for thirty (30) consecutive days shall be deemed an abandonment and vacation, except to the extent such non-use is within the construction schedule.

C. Violation of Tenant or its contractors, and/or subcontractors of the terms and conditions of this lease, as determined by Landlord at its sole discretion. If such default is not cured, within ten (10) days after written notice thereof from Landlord to Tenant, Landlord may, at its sole discretion, suspend or terminate this Agreement.

D. Failure of Tenant to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Nevada, or Carson City.

E. Filing a petition of voluntary or involuntary bankruptcy regarding Tenant.

F. The making by the Tenant of any general assignment for the benefit of creditors.

G. Violation of any of the standards, rules, and regulations set forth in CCMC Title 19, Appendix A of this lease, or Exhibit B (construction not required but if performed) to this lease, or failure to maintain current licenses required for the permitted operation.

H. Failure to provide or maintain the required certificates of insurance.

I. Failure to complete construction of the facilities as required by this lease and any exhibits or amendments thereto, or extensions granted by action of the Airport Authority at a publicly noticed meeting. Landlord may terminate this lease under this subsection at its sole discretion, with thirty (30) days written notice of its intention to terminate this Lease.

Notices given under this paragraph must specify the alleged default, the applicable lease provision(s), and must demand that Tenant cure its default and perform the provisions of this lease or pay the rent that is in arrears, within the applicable period of time, or quit the premises. Unless a different period to cure a default is specified in this lease, any notice of default from Landlord to the Tenant shall provide Tenant ten (10) days to cure its default, if the default is one that can be cured, or quit the premises. No such notice will be deemed a forfeiture or a termination of this lease unless Landlord so elects in the notice.

Failure to declare a breach or the actual waiver of any particular breach of this lease or its material or nonmaterial terms by either Landlord or Tenant shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

7. REMEDIES. Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative to any remedies now or later allowed by law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord deems appropriate. Any amount paid, or expense or liability incurred, by the Landlord for the account of Tenant may be deemed to be additional charges, and the same may, at the option of Landlord, be added to any amounts then due or thereafter falling due.

A. Penalties. Landlord may assess any penalties permitted under Carson City Municipal Code Title 19, or any penalties otherwise provided by law if the default constitutes a violation of law.

B. Tenant's right to possession not terminated. Landlord can continue this lease in full force and effect, and the lease will continue in effect, as long as Landlord does not terminate Tenant's right to possession. Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the premises. Reletting can be for a period shorter or longer than the remaining term of this lease. In the event of reletting, Tenant shall

still pay to Landlord the rent due under this lease on the dates the rent is due, less the rent Landlord receives from any reletting.

If Landlord elects to relet the premises as provided in this paragraph, rent that Landlord receives from a third party upon reletting shall be applied to the payment of:

First, any indebtedness from Tenant to Landlord other than rent due from Tenant;

Second, all costs, including maintenance, incurred by Landlord in reletting;

Third, rent due and unpaid under this lease, after deducting the payments referred to in this paragraph. Any sum remaining from the rent Landlord received from reletting shall be held by Landlord and applied for payment of future rent as rent becomes due under this lease. In no event shall Tenant be entitled to any excess rent received by Landlord. If, on the date rent is due under this lease, the rent received from reletting is less than the rent due on the date, Tenant shall pay to Landlord, in addition to the remaining rent due, all costs including for maintenance Landlord incurred in reletting, that remain after applying the rent received from the reletting as provided in this paragraph.

C. Termination of Tenant's right to possession. Landlord can terminate Tenant's right to possession of the premises at any time after default. No act by Landlord other than giving notice to Tenant shall terminate this lease. Acts of maintenance, efforts to relet the premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant the unpaid rent that had been earned at the time of termination of this lease, and any other amount, including court costs, necessary to compensate Landlord for all detriments proximately caused by Tenant's default.

8. APPURTENANT RIGHTS AND RESTRICTIONS.

A. Tenant may use the premises for FBO operations as described in the Carson City Municipal Code 19.02.020.350(5), and must provide at least one of those services. Tenant will provide aircraft maintenance services and such provision will satisfy said obligation.

Tenant is expressly prohibited from conducting any activity at the Airport other than that provided by this lease or as may be approved by Landlord.

Tenant may conduct such non-aviation business upon the premises as are otherwise permitted by law and do not otherwise interfere with the aviation uses permitted under this lease and other leases on this Airport. Landlord's decision shall be final as to claims of conflict over interfering uses. No person may live in, or otherwise inhabit, any hangars constructed on the property leased.

All aircraft owned by the Tenant and stored on the leased area must be registered as personal property in Carson City, Nevada, unless such aircraft are transient and are not on the leased area for more than 21 consecutive days. Tenant shall supply Landlord with evidence of the registration and taxation information for aircraft stored on the leased premises on the two-year anniversaries of this lease, or upon such shorter period as may be requested by the Airport Manager or required by the Hangar Use Ordinance, or other applicable law or policy.

B. Ingress and Egress. Tenant shall have full and unimpaired access to the leased premises and a nonexclusive right to use the taxiways between the leased premises and the Airport's runway. Tenant shall be responsible for, and control the access to, the leased premises. Tenant is responsible for determining whether the designated taxilane access is sufficient for its needs. Access between the leasehold and Airport shall comply with the Landlord's rules, regulations, and/or access plans, and any rules or security regulations which may have been established or shall be established in the future by the FAA, the Transportation Security Administration (TSA), or the State of Nevada. To the extent that the Airport utilizes a key card or other gate control system, and charges Airport users for such system, Tenant shall be entitled to use the system upon the same terms, conditions, and charges as other Airport users.

C. Right of Entry. Landlord, or its designated Airport Manager or agent, reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection deemed expedient or desirable for the proper enforcement of any terms, conditions, provisions, and covenants of this lease.

D. Air Space and Subsurface Rights. This lease confers no rights to the subsurface of the land more than five (5) feet below the ground level of the premises or to

airspace more than ten (10) feet above the top of the roof of the building or buildings that is a part of the premises. Exported material must be approved by the Landlord as to placement or sale. Tenant acknowledges that Landlord is the owner of the dirt material in place at the time of lease. All exemptions or applications must have the prior approval of Landlord and comply with the Carson City Municipal Code Title 19, Airport Rules and Regulations.

E. Federal Requirements.

1. The Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration, does covenant and agree as a covenant running with the land that Tenant shall comply with all Federal Aviation Regulations (FARs) applicable to Tenant's operations on the premises. The Tenant acknowledges that the Airport is the recipient of FAA Airport Improvement Program funds and other federal funds. The Tenant shall take no action which violates or causes others to violate the assurances Landlord granted to the FAA in conjunction with such federal funding. Such assurances include, but are not limited to compliance with:

- a. Title 49, USC, subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq. (if applicable)
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act -25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.1
- l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- s. Power plant and Industrial Fuel Use Act of 1978 -Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- u. Copeland Anti kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq. (if applicable)
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252)..
- aa. Such Federal Regulations and Executive Orders as may be applicable to FAA AIP funding, and such other OMB Circulars as may apply and are listed at https://www.faa.gov/airports/aip/grant_assurances/ or such updated listing at the official website maintained by the FAA.

2. The Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration, covenants and agrees 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 subject to discrimination in the use of the facilities; 2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

3. Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulation may be amended.

4. Tenant shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users and it must charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; PROVIDED that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

5. Noncompliance with Provision 4 above shall constitute a material breach of this lease and in the event of such noncompliance, the Landlord shall have the right to terminate this lease without liability, or at the election of the Landlord or the United States; either or both governments shall have the right to judicially enforce these provisions.

6. Tenant agrees that it shall insert the above five provisions in any lease agreement by which the Tenant grants a right or privilege to any person or entity to render accommodations and/or services to the public on the leased premises.

7. If the conduct of business is permitted on the premises, the Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart.

8. The Landlord reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

9. The Landlord reserves the right, but shall not be obligated to the Tenant, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Landlord and the United States, relative to the development, operation, or maintenance of the Airport.

11. The Landlord, its successors and assigns, for the use and benefit of the public, does reserve a right of flight for the passage of aircraft in the airspace above the surface of the lease premises. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation of the Airport.

12. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.

13. The Tenant by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the leased premises to a height more than ten (10) feet above the highest part of Tenant's building. In the event this covenant is breached, the Landlord reserves the right to enter upon the premises to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Tenant.

14. The Tenant, by accepting this lease, agrees for itself, its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitutes a hazard. In the event this covenant is breached, the Landlord reserves the right to enter upon the leased premises and to abate the interference at the expense of the Tenant.

15. It is understood and agreed that nothing contained in this lease shall be construed to grant or authorize the granting of an exclusive right within

the meaning of Section 308 of the Federal Aviation Act of 1958 (49 U.S.C. 1349).

F. Tenant assures complete compliance with the Carson City Airport Rules and Regulations upon leased premises.

9. ASSIGNMENT AND SUBLEASING. Tenant shall have no right to assign or sublet its interest in this lease except upon Landlord's prior written consent. Any such assignment or sublease will be binding to assignees/sublessees on all terms and conditions in this lease.

The parties agree that a transfer of corporate interests in Tenant exceeding twenty-five percent (25%) shall be deemed an assignment of this lease. The term "corporate interests" shall include corporate ownership, or the ownership of any partnership, trust, Limited Liability Company, and other entity for ownership by more than one person permitted by law.

The Landlord reserves the right to assign, pledge, or hypothecate this lease upon notice to the Tenant.

10. INSURANCE AND BONDING.

A. Coverage. As a condition precedent to this lease, Tenant shall provide, at its own cost, commercial general insurance coverage in the amount of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000.00) aggregate, the category to be under-written by a responsible insurance carrier, authorized by the State of Nevada to provide such coverage. The following coverage shall be included:

1. Third-party comprehensive general liability coverage for bodily injury and property damage, including owned and non-owned aircraft, for any claim or liability for any injury or damage to any person or property occurring on the leased premises or arising out of or resulting from Tenant's operations or omissions at the Airport.

2. Products liability coverage in addition to the foregoing comprehensive general liability insurance where the licensee operates a food service or offers goods or merchandise for sale.

3. Fire and extended coverage and vandalism and malicious mischief insurance, for damage or destruction of real property or leasehold

improvements, where the Landlord has, or will have, an interest in such property by virtue of an existing lease.

B. Workers' Compensation & Employer's Liability Insurance. In addition, to the extent required by law, Tenant shall provide workers' compensation insurance as required by NRS Chapters 616A through 617 inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

C. Insured Includes. Both Airport Authority and Carson City, individually, must be named as additional insureds and the insurance carrier underwriting such coverage must give the Landlord thirty (30) days written notice prior to cancellation of, or material alteration to, the insurance policy.

Landlord requires that Tenant provide Landlord with a Certificate of Insurance evidencing the coverage in effect, including limits and expiration date. Such policy or policies shall be maintained in full force and effect during the term of the lease, including and renewals or extensions of this lease.

D. Review of Insurance coverage. Landlord reserves the right, every five years, to review and adjust the amount and kind of insurance coverage required.

E. Insurance to remain in effect. Tenant agrees to keep all insurance policies in effect, as required by this lease, until the time Tenant surrenders the premises.

11. INDEMNIFICATION. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, Landlord and Tenant shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents arising in connection to this lease. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

Except as otherwise provided below in this Section, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with: (1) a written request for

a legal defense for such pending claim(s) or cause(s) of action; and (2) a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

In addition, and as more fully described in Section 12 of this lease, the Tenant further agrees to indemnify, hold harmless and defend Landlord from environmental liability for contamination or damage to the leased premises and any adjacent area to the leased premises related or connected with the occupation or use of the leasehold property.

12. ENVIRONMENTAL. The Tenant will conduct its business and operation on the leased premises in compliance with all applicable environmental laws and permits. No fuel storage (other than in aircraft fuel tanks of operational aircraft) is permitted on the leased premises. Flammable materials shall be stored in National Fire Code fireproof containers and not to exceed 5 gallons. The Tenant will forthwith notify the Landlord of the occurrence of any of the following and will provide the Landlord with copies of all relevant documentation in connection therewith:

- (a) a release of a hazardous substance on or about the leased premises except in strict compliance with applicable environmental laws and permits;
- (b) the receipt by the Tenant of an Environmental Notice; or
- (c) the receipt by the Tenant of information which indicates that hazardous substances are being used, dissipated, stored, disposed of or introduced into the environment by anyone in or about the leased premises in a manner other than that authorized under environmental laws.

Tenant will not permit the storage, use, treatment, disposal, or introduction into the environment of hazardous substances in or about the leased premises, except in compliance with applicable

environmental laws. If the Landlord receives information that hazardous substances are being dissipated, used, stored, disposed of or introduced into the environment by anyone in or about the leased premises in a manner other than that authorized under environmental laws, the Tenant will conduct such investigations, searches, testing, drilling and sampling (“Investigations”) as are reasonably requested from time to time by the Landlord to determine the existence of hazardous substances in or about the leased premises or traceable to the leased premises. If the Tenant does not complete the Investigations to the satisfaction of the Landlord, the Landlord may enter the leased premises and take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Tenant as additional rent. If remedial work is required due to the presence of hazardous substances on or in the leased premises, the Tenant will take all necessary action, at the cost of the Tenant, to restore the leased premises to a level acceptable to the Landlord and to all governmental authorities having jurisdiction. Upon the request of the Landlord, from time to time, the Tenant will provide to the Landlord satisfactory documentary evidence that all environmental permits are valid and in good standing.

Environmental Indemnity. The Tenant will indemnify and hold harmless Landlord, its officers, directors, employees, agents and shareholders, from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor’s fees (on a solicitor and own client basis) and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the Landlord, its officers, directors, employees, agents and shareholders, arising, directly or indirectly, out of:

- (a) a breach by the Tenant of any of the covenants contained in Section 12 of this lease;
- (b) the presence of or release of any hazardous substance on or off-site of the leased premises;
- (c) any action taken by the Landlord with respect to the existence of any hazardous substance on or off-site of the leased premises; or
- (d) any action taken by the Landlord in compliance with any environmental notice with respect to the existence of any hazardous substance on or off-site of the leased premises;

and such indemnity will survive the expiration or any termination of this lease notwithstanding anything in this lease to the contrary.

13. MAINTENANCE. Landlord is not required to provide any maintenance, repairs, removal, and construction of the gross area leased or of buildings or facilities accepted or erected by Tenant.

Tenant shall provide and pay for all light, gas, electric, water, janitorial, sewer, trash and other utility charges used or incurred in or about the lease premises.

Tenant shall maintain all leased areas, salvage and rehabilitation areas, displays, storage areas, landscaping, pavement, facilities, and structures in a state of repair and good appearance acceptable to the Landlord. Landlord shall have sole discretion in interpreting and enforcing all Federal, State, and local rules, regulations, codes, and ordinances in determining what is, or is not, acceptable. No parking of vehicles, trailers or Tenant property shall be outside of the hangar, nor blocking any taxilane, except that vehicles will be parked immediately in front of hangar door if such can be done without obstructing any taxilane, taxiway or public use area, or in designated parking areas.

Landlord may require Tenant to perform all necessary maintenance, repairs, removal, construction or cleaning/clearing of unsightly areas upon the leased premises. In the event such maintenance, repairs, removal, construction, or cleaning/clearing of unsightly areas is not undertaken as required, Landlord may perform such maintenance, repairs, removal, construction, or cleaning/clearing of unsightly areas on behalf of Tenant, and at Tenant's expense, plus ten percent (10%) for administration.

14. TAX OBLIGATION. Tenant shall pay all taxes and assessments against any buildings or other structures and improvements used by Tenant in its operations, and if imposed at any future date, any and all real property taxes assessed against the land leased from Landlord, including any possessory interest taxes.

15. REMOVAL OF BUILDINGS AND IMPROVEMENTS. Tenant shall remove at his cost all buildings and improvements upon termination of this lease and restore the premises to its original condition. Title in building and improvements shall at all times during the lease term remain in the Tenant. The Landlord shall have the option on expiration of lease period, or upon termination of this lease, to take title of the buildings and improvements, at no cost or obligation to Landlord, in lieu of Tenant's obligation to restore the premises to its original condition.

16. REPORTING. Anything that affects the safe and efficient operation of the Airport shall be immediately reported to Landlord or the designated Airport Manager.

17. AMENDMENTS. Any amendments to this lease require approval by the Landlord and Tenant. All proposed amendments must be submitted in writing to Landlord for review and placement before a regularly scheduled meeting of the Airport Authority for consideration.

18. GENERAL. It is understood and agreed that each and all the terms of this lease are subject to the regulations and provisions of law applicable to the operation of the Airport as a Federal Aid Airport Project. If any provision of this lease is invalid, the other provisions of this lease which are valid shall remain in effect, and this lease will be re-negotiated to comply with the requirements of the applicable laws and regulations. In the event that negotiation attempts are unsuccessful, either party may petition the First Judicial District Court, which shall then be entitled to establish such replacement provisions or issue such rulings as are just, for the purpose of satisfying the intent of this lease's provisions.

The Tenant agrees to observe and obey during the terms of this lease all laws, rules, and regulations promulgated and enforced by the State of Nevada, Carson City, and by any other proper authority having jurisdiction over the conduct of operations at the Airport.

Landlord and the Carson City Sheriff's Office shall have complete dominion over the premises herein during the term of this lease for the purpose of, and to the extent necessary, to maintain law, order, and safety, and has the authority and the right to deny access to the Airport for any person who fails to obey all relevant laws, rules, and regulations.

19. NOTICES. It is agreed that any notice to be given or served upon either party shall be sufficient if sent by email; certified mail, postage prepaid, addressed to the address of the party listed at the beginning of this lease; or to such other address as may be designated in writing by such party.

20. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Tenant may be open to public inspection and copying. Landlord will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Tenant may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that Tenant thereby agrees to indemnify and defend Landlord for honoring such a designation. The failure to so label any document that is released by Landlord shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. PROPER AUTHORITY. Landlord and Tenant represent and warrant that the person executing this lease on behalf of each party has full power and authority to enter into this lease. Tenant acknowledges that this lease is effective only for the period of time specified in this lease.

22. GOVERNING LAW / JURISDICTION. This lease and the rights and obligations of the Landlord and Tenant shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. Tenant consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for any dispute arising in relation to this lease.

23. ADDITIONAL CONDITIONS. No construction of new hangars or buildings is required by this lease. If construction is to be done by Tenant, then unless otherwise provided, Tenant shall comply with the Development/Construction Standards set forth in Appendix A and Exhibit B (note: timeframes to be determined based on construction plans proposed by Tenant). Unless otherwise provided, all construction materials, appearance, and building size shall be completed as represented in the submissions to Landlord.

24. FORCE MAJEURE. In the event Tenant is unable to operate his aircraft maintenance business on the Leasehold due to any Act of God, war, civil insurrection, riot, earthquake, fire, weather, sickness, accident, epidemic, act of government or government regulation, general or sympathetic strike or lockout, unavailability of labor or materials, or any other cause beyond the control of the Tenant to this lease, the Tenant may terminate the lease upon 2 year anniversaries of January 1, 2023 and must first give 60 days written notice to Landlord.

25. ENTIRE CONTRACT AND MODIFICATION. This lease and its integrated attachment(s) constitute the entire agreement of Landlord and Tenant and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this lease specifically displays a mutual intent to amend a particular part of this lease, general conflicts in language between any such attachment and this lease shall be construed consistent with the terms of this lease. Conflicts in language between this lease and any other agreement between Landlord and Tenant on this same matter shall be construed consistent with the terms of this lease. The parties agree that each has had their respective counsel review this lease which shall be construed as if it was jointly drafted.

LANDLORD
CARSON CITY AIRPORT AUTHORITY
CARSON CITY, NEVADA

Michael Golden, CHAIRMAN

Jon Rogers, TREASURER

On this ____ day of March, 2023, before me, the undersigned, a Notary Public, personally appeared BRYAN STEWART, Managing Partner of HIGH SIERRA PILOTS, LLC, dba STEW'S AERO SERVICES, known to me (or proved to me) to be the person described herein, who executed the foregoing instrument, and he acknowledged to me, that he has the requisite authority and executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

NOTARY PUBLIC (SEAL)

CARSON CITY

The Board of Supervisors of Carson City, Nevada, as underlying owner of the Airport, and thus the Lease Parcel, hereby approves and acknowledges the Lease, and the right and authority of the Authority to lease the Lease Parcel to Tenant.

Approved by the Board of Supervisors this ____ day of _____, 2023.

LORI BAGWELL, Mayor

ATTEST:

CITY'S LEGAL COUNSEL
Approved as to form.

CLERK/RECORDER (or Deputy)

DEP. DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form

STEVEN E. TACKES, ESQ.

EXHIBIT A –legal description and plot map attached for APN 005-011-94

Exhibit A to Stew's Aero lease

November 10, 2014

BF

**EXHIBIT
RESULTANT LEASE PARCEL
CARSON CITY AIRPORT
LOT LINE ADJUSTMENT
LEGAL DESCRIPTION**

All of the Remainder Parcel as shown on the Lease Parcel Exhibit for the Carson City Airport Authority and Wickersham, Document Number 6395 Map Number 318 on file at the Carson City Recorder's Office and located within a portion of the East one-half of Section 4, Township 15 North, Range 20 East, M.D.M., in Carson City, Nevada:

COMMENCING at the Northwest corner of Lot 41 of the Ormsby County Industrial Airpark subdivision of Carson City as shown and located on Map No. 318, File No. 41674;

THENCE South $00^{\circ}43'58''$ West, 290.00 feet;

THENCE North $89^{\circ}12'35''$ West, 315.00 feet;

THENCE North $89^{\circ}12'35''$ West, 38.55 feet to the **POINT OF BEGINNING**;

THENCE South $00^{\circ}43'58''$ West, 129.89 feet;

THENCE South $25^{\circ}41'44''$ West, 78.55 feet;

THENCE North $64^{\circ}18'16''$ West, 122.73 feet;

THENCE North $00^{\circ}43'58''$ East, 149.44 feet;

THENCE South $89^{\circ}12'35''$ East, 144.42 feet and the point of beginning.

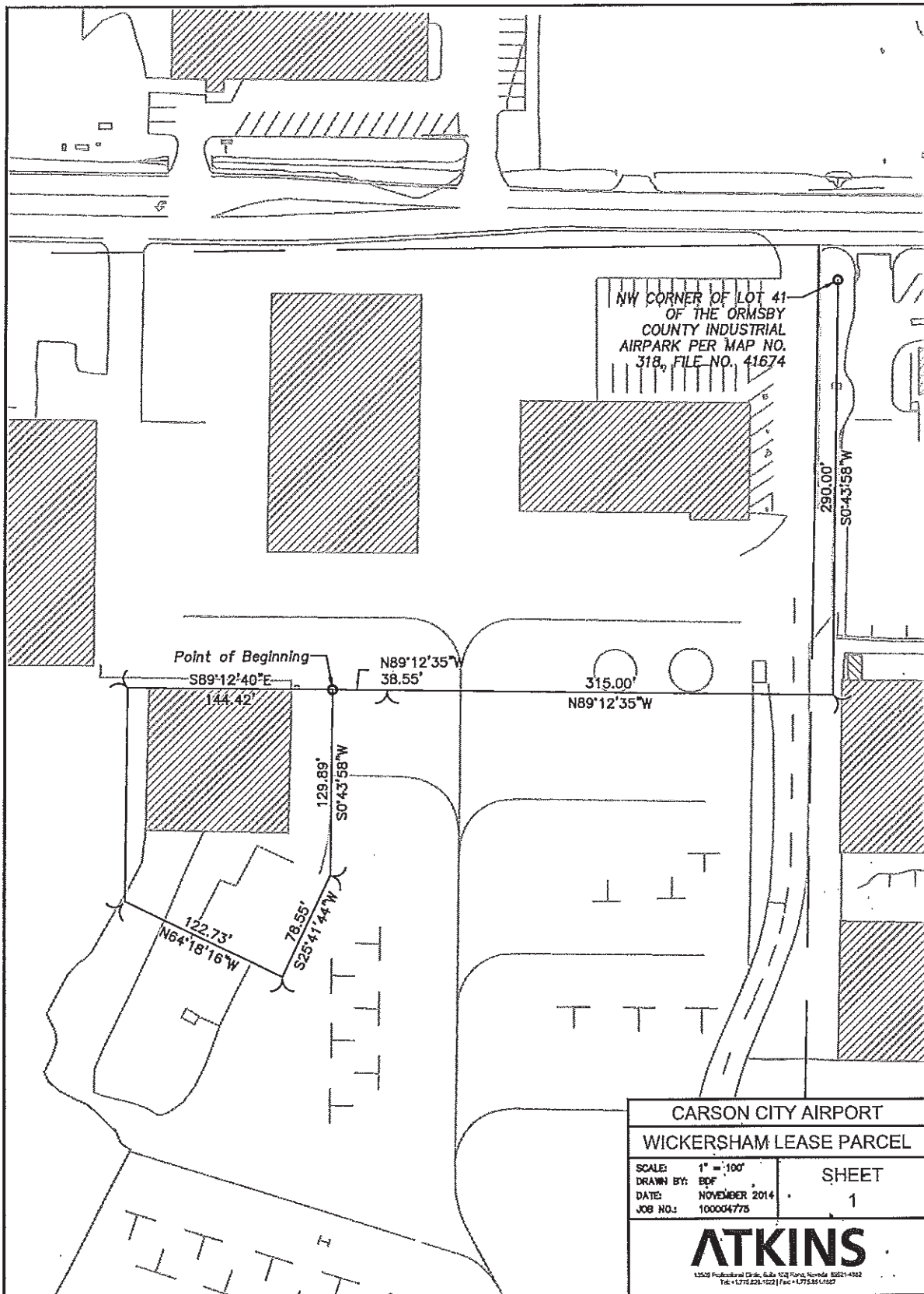
Containing 24,990 square feet, more or less.

The basis of bearings for this description is Nevada State Plane Coordinate System, West Zone.

Note:

The above described Legal Description does not create any new parcels. Refer this Legal Description to your title company before incorporating into any legal document.

449913



449913

EXHIBIT B
CONSTRUCTION EXHIBITS

If required by any Federal, State, or local agency, the Tenant shall prepare and submit an environmental Phase I audit. All structures erected, and paved areas on the Airport, shall comply with all applicable County and State building, health, and safety regulations, including, if applicable, any other building, fire, sign, electrical, heating, zoning, and plumbing codes. Architectural design of all structures and paving shall be reviewed and approved by the Carson City Airport Authority.

Tenant shall be required to furnish to the Carson City Airport Authority a copy of a contract between Tenant and a licensed contractor. The contract shall be protected by a performance bond to guarantee that the improvements will be completed according to the existing codes and the improvements will be free from any liens. Tenant shall cause any contract with any contractor, designer or other person providing work, labor or materials to the Premises to include the following clause:

“Contractor agrees on behalf of itself, its subcontractors, suppliers and consultants and their employees, that there is no legal right to file a lien upon City-owned property (Airport), and will not file a mechanic's lien or otherwise assert any claim against City's real estate on account of any work done, labor performed or materials furnished under this contract. Contractor agrees to indemnify, defend and hold the Airport Authority and City harmless from any liens filed upon City's property and shall promptly take all necessary legal action to ensure the removal of any such lien at Contractor's sole cost.”

Tenant is obligated to secure all permits that are necessary and required to construct or develop any building, improvements, and additions upon lease parcel.

1. **CONSTRUCTION ON PREMISES.** Tenant shall comply with all Federal, State, and local laws, ordinances, orders, judgments, decrees, regulations, directives, and requirements now, or which may be, applicable to the construction of improvements on the operations and uses of the premises.

A. Construction Phasing

1. All plans completed and submitted to Landlord and governmental offices for approval within 1 year of the effective date of the lease.

2. All permits obtained for construction within 120 days next following.
3. All construction completed within two years of the effective date of the lease.

B. Failure to Use Property. Failure by Tenant to satisfy the requirements as set forth above may result in default of this Agreement and Landlord may, at its discretion, disallow the use of any, or all, of the premises.

C. Certificate of Completion. Upon completion of the improvements, Tenant shall submit to the Landlord a copy of its acceptance letter certifying completion and a certified copy of any certificate or permit which may be required by any Federal, State, County, or other local government or agency in connection with the completion or occupancy by Tenant. Tenant shall furnish to Landlord a set of reproducible, final "as built" drawings of any and all improvements not later than ninety (90) days following the completion, occupancy, or initial use of such improvements, whichever comes first.

2. **TITLE TO IMPROVEMENTS AND FIXTURES.** During the term of this lease, all improvements (other than trade fixtures) erected, installed, or constructed by Tenant on the premises shall become part of the land upon which they are erected, or part of the building to which they are affixed, and title to such improvements, facilities, or alterations shall remain with Tenant. "Trade fixtures" shall remain the property of Tenant and that term shall include, but shall not be limited to, personal property, signs used to identify the Tenant's facilities in and about the premises, and all machinery and equipment installed in, placed on, or used in connection with Tenant's operation.

**APPENDIX A
CARSON CITY AIRPORT AUTHORITY**

DEVELOPMENT/CONSTRUCTION STANDARDS

CODE REQUIREMENTS - ALL CONSTRUCTION SHALL MEET ALL CARSON CODES AND REQUIREMENTS INCLUDING THE CARSON CITY AIRPORT AUTHORITY (C.C.A.A.)

OUTSIDE STORAGE AREA - T-HANGERS, SHOP-HANGERS/OFFICE BUILDINGS ETC. SHALL NOT HAVE OUTSIDE STORAGE OF ANY KIND.

WATER - WATER SERVICE SHALL BE BROUGHT TO THE PROPERTY BY THE LEASE HOLDER.

FIRE HYDRANTS - FIRE HYDRANTS MAY BE REQUIRED PURSUANT TO FIRE DEPARTMENT REGULATIONS AND ARE THE LEASEHOLDERS RESPONSIBILITY.

POWER - ELECTRIC POWER SHALL BE REQUIRED TO EACH BUILDING.

FLOORS - GROUND LEVEL CONCRETE FLOORS SHALL BE REQUIRED IN EACH BUILDING.

COLORS - EXTERIOR BUILDING COLORS SHALL BE LIMITED TO BLUE AND TAN MATCHING EXISTING STRUCTURES.

DOOR HEIGHT - T-HANGARS MUST HAVE A MINIMUM DOOR HEIGHT CLEAR SPAN OF 12 FT. LARGER OR MULTIPLE AIRCRAFT HANGERS MUST HAVE A MINIMUM DOOR HEIGHT CLEAR SPAN OF 19 FT. UNLESS APPROVED OTHERWISE BY THE AIRPORT AUTHORITY.

NEW CONSTRUCTION - ALL BUILDINGS SHALL BE OF NEW CONSTRUCTION.

LIGHTING - SECURITY LIGHTING SHALL BE AT THE DISCRETION OF THE AIRPORT AUTHORITY.

PARKING - PARKING SPACES SHALL NOT BE REQUIRED FOR HANGARS LOCATED ON THE INTERIOR OF THE AIRPORT. FOR HANGARS THAT ARE LOCATED WITH EXTERIOR ACCESS OR FRONTAGE, ENOUGH SPACES DEEMED PROPER FOR THE SIZE OF THAT BUILDING WILL BE REQUIRED AND WILL BE IN COMPLIANCE WITH THE APPLICABLE CITY CODES. NO PARKING OR STORAGE WILL BE PERMITTED ON AIRPORT PROPERTIES. AUTOMOBILE PARKING WILL BE RESTRICTED TO THE INDIVIDUAL'S LEASEHOLD BUT WILL NOT ALLOW FOR THE EXTERIOR STORAGE OF BOATS, CONTAINERS, RV'S, TRAILERS, WRECKED AIRCRAFT ETC.

FENCING - IF APPROPRIATE, PROPERTIES, WITH EXTERIOR BOUNDARIES SHALL PROVIDE SECURITY FENCING. SAID SECURITY FENCING SHALL BE REQUIRED WITH CONSTRUCTION OF THE STRUCTURE. ALL FENCING SHALL BE 6 FT. HIGH, CHAIN LINK FENCE OR BETTER.

TRASH - ALL PROPERTY, FENCE AND BUILDING LINES SHALL BE KEPT CLEAR OF WEEDS, TRASH, AND LITTER. LANDSCAPING SHALL BE AT THE DISCRETION OF THE AIRPORT AUTHORITY.



CCAA BOARD MEMO

Agenda Item: G-3

BOARD MEMO 2023-09

Meeting Date: March 15, 2023

Agenda Title: FOR POSSIBLE ACTION: ADOPTION OF SMALL BUSINESS IMPACT STATEMENT FOR THE UPDATED THROUGH THE FENCE FEES FOR THE CARSON CITY AIRPORT ADOPTED OCTOBER 19, 2022, WHICH REFLECT THE CURRENT COST OF AIRPORT MAINTENANCE AND AMOUNT OF HANGAR SPACE AND AIRCRAFT PARKING; AND REAFFIRM THE RATE CHARGE AND APPROVE AN AMENDMENT TO THE CARSON CITY MUNICIPAL CODE TITLE 10.03.060 FEES TO REFLECT THE UPDATE.

Staff Summary: The fee change was approved based on a calculation of the Airport operating costs and forecasted pavement maintenance expenses. NRS 237 requires that a Business Impact Study be made. Such Study was made and provided to the TTF permittees and both consented to the fee changes. As such, the Authority is being requested to approve the Business Impact Statement and find that the fees do not impose a direct and significant economic burden on businesses, nor directly restrict the formation, operation or expansion of a business.

Agenda Action: Formal Action/Motion

Time Requested: 0 Minutes

Proposed Motion

I move to approve the Business Impact Study and find that the fees do not impose a direct and significant economic burden on businesses, nor directly restrict the formation, operation or expansion of a business. This motion includes approval of the updated TTF fees, adoption of the proposed version of CCMC 19.03.060, and direction to Staff to undertake the process with the Board of Supervisors to update CCMC Title 19.

CCAA'S Strategic Goal

Maintain financial stability.
Support economic activity in the region.

Previous Action and Executive Summary

The Carson City Airport Authority approved the fee increase at its October 19, 2022 meeting in compliance with the FAA direction to update fees at least every 5 years. The prior update was in 2017 in response to a 2016 FAA Land Use Audit with a finding that the rates needed to be updated. The Airport Authority and its predecessor, the City of Carson City, have had through-the-fence (TTF) fees in place well prior to the creation of the Airport Authority in 1989. When the Authority was formed, the TTF fees were a flat annual fee of \$250. In 2008, then Chairman David Corrao reasoned that the fees should reflect the annual costs that aircraft coming through the fence impose on the Airport, which years later was precisely the fee basis recommended by the FAA to satisfy FAA Grant Assurance Requirements. Per the language of Title 19, the TTF fees are offset by the real property taxes received by the Authority from the off airport hangars. Historically, these taxes have exceeded an amount which zeros out the TTF fees.

The revised provision of Title 19, approved in October, 2022, is as follows:

“19.03.060 - Fees. (NRS 844, Section 9, Subsection 8-power to set fees and charges)

The following access fee shall be assessed against the permittee. An annual fee in the amount of:

I. A. For properties with hangars, the greater of a fee of seven hundred fifty dollars (\$750.00) or thirty-six cents (\$0.36) nine hundred dollars (\$900.00) or forty-three cents (\$0.43) per square foot times the square footage of the hangar space located on the permittee's property.

II. B. For properties with hangars and aircraft parked outside of the hangar, one hundred twenty-five dollars (125.00) one hundred fifty dollars (\$150.00) per aircraft so parked, in addition to the fee in subsection 1 above.

III. C. For each property with a hangar, the fee shall be offset by the amount of real property taxes received by the Airport Authority on said hangar. In the event that the property taxes so received exceed the fees in subsection 1 and 2 above, the property tax will be considered full payment for the annual fee.

IV. D. For properties without hangars and with an access permit and no access being presently used, six hundred twenty-five dollars (\$625.00) seven hundred fifty dollars (\$750.00).

V. E. For properties without hangars and with aircraft parked on said properties, , seven hundred fifty dollars (\$750.00), plus one hundred twenty-five dollars (\$125.00) nine hundred dollars (\$900.00), plus one hundred fifty dollars (\$150.00) per each aircraft beyond the first aircraft.

The annual fee for the easement may be adjusted from time to time, to reflect the cost of airport maintenance and the amount of hangar space and aircraft parking.”

The rates are charged to all TTF permittees. Thus they are non-discriminatory.

Financial Information

Is there a fiscal impact?

☐ No ☒ Yes

If yes, account name/number & amount: 3099 General Fund

General Fund/ Federal Share: The Fee will be offset by property tax according to Title 19. Each permit will have to be assessed individually to determine if there will be any additional charge.

Is it currently budgeted?

Alternatives

Do not approve the Small Business Impact Statement, the fee change, and the proposed changes to Title 19.

Board Action Taken:

Motion: _____ 1) _____
2) _____

Aye/Nay

(Vote Recorded By)

BUSINESS IMPACT STATEMENT

This Business Impact Statement was prepared in accordance with the provisions of NRS (Nevada Revised Statutes) 237.030 to 237.150, inclusive, as a statutory prerequisite to the adoption of any rule***, as that term is defined in NRS 237.060, by the Carson City Airport Authority and by Carson City

*** A "rule" may include an ordinance, or an action taken by the Board, that imposes, increases or changes the basis for the calculation of a fee which is paid in whole or in substantial part by businesses. A "rule" does not include actions that impose, increase or change the basis for the calculation of: (1) special assessments imposed pursuant to NRS chapter 271; (2) impact fees imposed pursuant to NRS chapter 2788; (3) fees for remediation imposed pursuant to NRS chapter 540A; (4) taxes ad valorem; (5) sales and use taxes; or (6) a fee that has been negotiated pursuant to a contract between a business and Carson City/Carson City Airport Authority. A "rule" also does not include: an action taken by the Board that approves, amends or augments the annual budget of Carson City or the Carson City Airport Authority ; an ordinance adopted by the Board pursuant to a provision of NRS chapter 271, 271A, 278, 278A, 2788 or 350; an ordinance adopted or action taken by the Board that authorizes or relates to the issuance of bonds or other evidence of debt of Carson City or the Carson City Airport Authority; or any rule for which Carson City or the Carson City Airport Authority does not have the authority to consider less stringent alternatives, including, for example, a rule that Carson City or the Carson City Airport Authority is required to adopt pursuant to a federal or state statute or regulation or to a contract into which Carson City or the Carson City Airport Authority has entered .

ORDINANCE OR ACTION PROPOSED FOR ADOPTION

AN ORDINANCE AMENDING TITLE 19, AIRPORT RULES AND REGULATIONS, SECTION 19.030.060 TO ADJUST THE THROUGH-THE-FENCE FEES BASED ON INCREASED COSTS OF OPERATION OF THE AIRPORT, AND OTHER MATTERS PROPERLY RELATED THERETO.

1. The manner in which notice was provided to the applicable trade associations and officers of businesses likely to be affected by the proposed ordinance or action, and a summary of any data, arguments or comments received from those recipients:

a. Notice

The proposed ordinance was sent to the two entities that currently utilize Through-the-Fence (TTF) access.

b. Summary of Comments Received

Both entities (permittees) responded with consent to the new fees.

2. The estimated economic effect of the proposed ordinance or rule on businesses, including both adverse and beneficial effects, and both direct and indirect effects:

*a. Adverse effects: **None. The fees are still designed to be offset by the real property taxes received by the Airport, thus the increase will not affect the permittees. In addition, if new TTF is granted for access, it is anticipated that the real***

property taxes made available to the Airport for the off-airport hangars will offset the TTF fees.

b. Beneficial effects: **Compliance with FAA requirements and grant assurances.**

c. Direct effects: **No financial change, but regulatory compliance satisfied.**

d. Indirect effects: **None.**

3. The methods considered by the Carson City Airport Authority and Carson City Board of Supervisors to reduce the impact of the proposed ordinance or action on businesses and whether any of those methods were used: **Not applicable.**

4. Estimate of the annual cost to Carson City for enforcement of the proposed ordinance or action: **No change.**

5. The total annual amount of money expected to be collected as a result of the new fee or increase in fee proposed by the ordinance or action, and the manner in which the money will be used: **Nominal existing collection as to 2 permittees. Funds used for general airport expenses.**

6. The proposed ordinance or action ☐ DOES ☒ **DOES NOT** include any provisions which duplicate or are more stringent than Federal, State or local standards regulating the same activity.

7. The reasons for the conclusions regarding the impact of the proposed ordinance or action on businesses: **Since the fees are fully offset by existing property tax revenues, there is no new impact on businesses/ permittees.**

8. Based on the information considered, it has been determined that this proposed ordinance or rule:

☐ DOES ☒ **DOES NOT** impose a direct and significant economic burden upon a business.

☐ DOES ☒ **DOES NOT** directly restrict the formation, operation or expansion of a business.

Pursuant to NRS 237.090(3), this Business Impact Statement was prepared and made available for inspection by the Carson City Airport Manager's Office and the Carson City Manager's Office at the time the agenda notice on which the proposed ordinance or rule described in this statement is included was posted.

Pursuant to NRS 237.090(2), I, Corey Jenkins, the Carson City Airport Manager, hereby certify that to the best of my knowledge and belief, the information contained herein was properly prepared and accurate.

Corey Jenkins, Airport Manager

Date

SUMMARY—An ordinance amending Title 19 of the CCMC adjusting the Through-the-Fence fees.

ORDINANCE NO. _____

BILL NO. _____

AN ORDINANCE AMENDING TITLE 19, AIRPORT RULES AND REGULATIONS,
SECTION 19.030.060 TO ADJUST THE THROUGH-THE-FENCE FEES BASED ON
INCREASED COSTS OF OPERATION OF THE AIRPORT,
AND OTHER MATTERS PROPERLY RELATED THERETO.

THE BOARD OF SUPERVISORS OF CARSON CITY DO ORDAIN:

SECTION 1:

That Section 19.030.060 of the Carson City Municipal Code is hereby amended as follows:

“19.03.060 - Fees. (NRS 844, Section 9, Subsection 8-power to set fees and charges)

The following access fee shall be assessed against the permittee. An annual fee in the amount of:

I. A. For properties with hangars, the greater of a fee of ~~seven hundred fifty dollars (\$750.00) or thirty-six cents (\$0.36)~~ nine hundred dollars (\$900.00) or forty-three cents (\$0.43) per square foot times the square footage of the hangar space located on the permittee's property.

II. B. For properties with hangars and aircraft parked outside of the hangar, ~~one hundred twenty-five dollars (\$125.00)~~ one hundred fifty dollars (\$150.00) per aircraft so parked, in addition to the fee in subsection 1 above.

III. C. For each property with a hangar, the fee shall be offset by the amount of real property taxes received by the Airport Authority on said hangar. In the event that the property taxes so received exceed the fees in subsection 1 and 2 above, the property tax will be considered full payment for the annual fee.

IV. D. For properties without hangars and with an access permit and no access being presently used, ~~six hundred twenty-five dollars (\$625.00)~~ seven hundred fifty dollars (\$750.00).

V. E. For properties without hangars and with aircraft parked on said properties, , ~~seven hundred fifty dollars (\$750.00), plus one hundred twenty-five dollars (\$125.00)~~ nine hundred dollars (\$900.00), plus one hundred fifty dollars (\$150.00) per each aircraft beyond the first aircraft.

The annual fee for the easement may be adjusted from time to time, to reflect the cost of airport maintenance and the amount of hangar space and aircraft parking.”



CCAA BOARD MEMO

Agenda Item: H-1

BOARD MEMO 2023-11

Meeting Date: March 15, 2023

Agenda Title: FOR DISCUSSION AND POSSIBLE ACTION: REVIEW AND APPROVE REQUEST FROM CARSON TAHOE EXECUTIVE, LLC TO (1) CONSTRUCT A BULK FUEL FACILITY ON THEIR LEASE PARCEL (APN 005-011-83), (2) TO UTILIZE A FUEL TRUCK AS A TEMPORARY FUEL FACILITY WHILE OBTAINING PERMITS AND CONSTRUCTION OF A PERMANENT FUEL FACILITY (TRUCK-TO-TRUCK) (3) ESTABLISH A FUEL FLOWAGE RATE AND (4) IF NECESSARY AMEND THE LEASE TO ALLOW FUEL TRANSFERS FROM THE TEMPORARY FUEL TRUCK/FACILITY; DETERMINE CONDITIONS AND COMPLIANCES.

Staff Summary: Carson City Municipal Code Title 19.02.020.340 requires Airport Authority approval for any improvement at the airport that requires a permit from the City. Carson Tahoe Executive is seeking approval for the development of a Bulk Fuel Facility, so they can pursue the necessary permits from all applicable regulatory authorities. All permits must be obtained for construction within 120 days and construction must be completed within 2 years of approval, additional time may be requested for unavoidable delays out of the control of Carson Tahoe Executive. The Approval of the Carson City Airport Authority is still subject to all applicable federal, state, and local regulations and does not take precedent over any other regulatory authority. The truck-to-truck operation as a temporary fuel facility is a proposal for a temporary approval directly tied to the construction of the fuel facility. If the tenant fails to construct the fuel farm in the approved time Final frame, the temporary truck-to-truck fuel facility approval will be revoked. The fuel flowage fee proposed is the one established in the airport fee schedule effective July 2021 at \$0.05 per gallon. The lease permits sales of fuel from a fuel facility and may need to be amended if the truck-to-truck transfer is approved.

Agenda Action: Formal Action/Motion

Time Requested: 15 Minutes

Proposed Motion

I move to approve the bulk fuel facility CTE as set forth in their engineered plans and exhibits with a compliance requirement:

1. That copies of permits from other agencies be provided to the Airport Manager.
2. That approvals from the relevant fire officials be obtained and provided to the Airport Manager prior to operation of the facility.
3. That environmental approvals from the relevant agencies be provided to the Airport Manager prior to operation of the facility.
4. Such other permits, approvals or information recommended by the Airport Manager.

I move to approve the fuel flow rate of \$0.05/gallon for all fuel delivered to the CTE bulk fuel facility.

If the proposal for the truck-to-truck operation is approved, it should be approved subject to the following conditions:

1. Copies of all permits from other agencies be provided to the Airport Manager prior to initiating the operation.
2. That approvals from the relevant fire officials be obtained and provided to the Airport Manager prior to initiating the operation.
3. That environmental approvals from the relevant agencies be provided to the Airport Manager prior to initiating the operation.
4. Operations will not begin until after submission for a building permit for the construction of the permanent fuel facility with Carson City.
5. Only for the duration of the construction of the permanent fuel facility.
6. If construction of the permanent fuel facility ceases for any reason, the approval for the temporary truck-to-truck operation is immediately revoked.
7. Execution of a lease amendment to accommodate the truck-to-truck operation if required.
8. The completed truck-to-truck operations manual is submitted and approved by the Airport Manager.
9. Subject to any noise abatement requirements established by the Airport Manager at any time.
10. CTE must improve any areas the fuel trucks will be operating at their own expense and any improvements will be subject to CCAA approval.

CCAA'S Strategic Goal

Maintain financial stability.
Support economic activity.

Previous Action and Executive Summary

Carson Tahoe Executive has requested the following:

1. Request for approval to construct a bulk fuel facility.
2. Request for approval to distribute fuel via temporary truck-to-truck transfer while permitting and constructing a permanent fuel facility.
3. Propose a fuel flowage rate.

The supporting materials CTE submitted define all applicable regulations and how they intend to comply with each regulation. CTE also included a letter of support from their fuel provider, Epic Fuels. A reputable fuel provider would not support a fuel project they did not feel was compliant with all regulations. The Draft Truck-To-Truck operations manual CTE submitted is similar to the manual they have at the Reno International Airport for their ongoing temporary truck-to-truck operation that was approved by the Reno-Tahoe International Airport and the Airport Rescue and Fire Fighting department. The truck-to-truck operation here in Carson would be different because it would utilize temporary containment instead of a pre-existing containment area.

CTE has submitted sufficient documentation to support a plan to construct a bulk fuel storage facility and operate a temporary truck-to-truck operation, subject to compliance with all regulations. The approval of the Carson City Airport Authority would not supersede any other government regulation. CTE will be subject to approvals from other agencies, including:

1. Carson City Fire Department
2. Carson City Building Department
3. Nevada Department of Agriculture – Weights & Measures
4. Federal Aviation Administration (For Development of Fuel Farm)

Copies of all permits and approvals from all other relevant government agencies must be provided to the Airport Manager prior to the start of operations. If at any point CTE is found to be operating in violation of any regulation, they should cease fuel operations immediately.

Fuel delivery trucks will be operating on areas of the airport that are not on the CTE lease parcel. CTE must improve any areas the fuel trucks will be operating at their own expense and any improvements will be subject to CCAA approval. CTE will also be liable for any damages to airport property caused by the fuel operations.

The fuel flowage fee proposed is the one established in the airport fee schedule effective July 2021 at \$0.05 per gallon. This fee is nonnegotiable because the airport must charge all operators the same rates and fees.

Financial Information

Is there a fiscal impact?

☐ No ☒ Yes

If yes, account name/number & amount: 3099 General Fund

General Fund/ Federal Share: \$0.05 fuel flowage fee on fuel sales

Is it currently budgeted?

No

Alternatives

Do not approve the request to build a bulk fuel storage facility, fuel flowage free, and/or the truck-to-truck operations.

Board Action Taken:

Motion: _____ 1) _____
2) _____

Aye/Nay

(Vote Recorded By)

To: Airport Authority
From: Steve Tackes, Airport Counsel
Date: 03-12-2023
Re: Airport Counsel Briefing for Meeting of Wednesday, March 15, 2023

1. FOR DISCUSSION AND POSSIBLE ACTION: REVIEW AND APPROVE REQUEST FROM CARSON TAHOE EXECUTIVE, LLC TO (1) CONSTRUCT A BULK FUEL FACILITY ON THEIR LEASE PARCEL (APN 005-011-83), (2) TO UTILIZE A FUEL TRUCK AS A TEMPORARY FUEL FACILITY WHILE OBTAINING PERMITS AND CONSTRUCTION OF A PERMANENT FUEL FACILITY (TRUCK-TO-TRUCK) (3) ESTABLISH A FUEL FLOWAGE RATE AND (4) IF NECESSARY AMEND THE LEASE TO ALLOW FUEL TRANSFERS FROM THE TEMPORARY FUEL TRUCK/FACILITY; DETERMINE CONDITIONS AND COMPLIANCES.

Staff Summary: Carson City Municipal Code Title 19.02.020.340 requires Airport Authority approval for any improvement at the airport that requires a permit from the City. Carson Tahoe Executive is seeking approval for the development of a Bulk Fuel Facility, so they can pursue the necessary permits from all applicable regulatory authorities. All permits must be obtained for construction within 120 days and construction must be completed within 2 years of approval, additional time may be requested for unavoidable delays out of the control of Carson Tahoe Executive. The Approval of the Carson City Airport Authority is still subject to all applicable federal, state, and local regulations and does not take precedent over any other regulatory authority. The truck-to-truck operation as a temporary fuel facility is a proposal for a temporary approval directly tied to the construction of the fuel facility. If the tenant fails to construct the fuel farm in the approved time Final frame, the temporary truck-to-truck fuel facility approval will be revoked. The fuel flowage fee proposed is the one established in the airport fee schedule effective July 2021 at \$0.05 per gallon. The lease permits sales of fuel from a fuel facility and may need to be amended if the truck-to-truck transfer is approved.

There are 4 items to the request as follows. I will be addressing the legal and liability issues.

1. Request for approval of the bulk fuel facility they are proposing for their leasehold.
2. Truck to Truck transfer/used of fuel truck as temporary fuel facility
3. Establish fuel flow rate.
4. Lease provisions as to use of truck as temporary fuel facility

1. Bulk Fuel Facility and 3. Fuel flow rate.

The CTE lease allows the tenant to construct a fuel facility and provide line services, including fueling.

Tenant may construct, upon Landlord approval and other applicable governmental approvals, a fuel storage facility for Tenant's own use and sale to the public. For all fuel so stored, Tenant shall pay Landlord a fuel flowage fee to be negotiated. [Lease p. 8]

Tenant is specifically permitted but not required to offer the following services:

...6. Line service, including fueling, ... [Lease p. 7]

C. To the extent that Tenant elects to sell fuel pursuant to Paragraph 8 of this Lease, Landlord and Tenant will negotiate a fuel flowage fee per gallon as and for the right to sell fuel on the premise, in such location as mutually agreed upon between Landlord and Tenant, such fees to be paid at the time of each delivery of fuel to Tenant's fuel storage facility.

Ergo, CTE had the right under the lease to construct a fuel facility, and the present application is for CCAA approval of the fuel facility CTE proposes.

CTE has provided engineering plans for the fuel facility, surveyed drawings of its location, and brochures from the equipment manufacturers, which taken together give the CCAA the information as to the fuel facility itself. Additionally, CTE has provided a list of fire and safety regulations that they have identified as applying to the facility. These were requested by Staff, not because the CCAA enforces the fire code, but rather so that the CCAA has a sense of what approvals are needed from fire and safety agencies that do specify and enforce the fire codes. This also assists the CCAA in knowing what compliances will be needed, e.g. copies of Carson City Fire Department and Fire Marshall approvals. CTE has summarized the regulation topics and directs the CCAA to their Exhibits as the means of compliance. The summaries give general information, not the specifics, so it is difficult to see how the various exhibits (drawings, engineering plans, etc) show the compliance. That said, the information is sufficient to give the CCAA a general idea of the applicable codes and an adequate description of the approvals (or denials) that will come from the agencies who do enforce those codes.

The tanks proposed are double wall tanks that are specified to meet current fire and environmental standards. The containment area appears to be designed to provide protection of the tanks from potential collision of aircraft or vehicles, and importantly, to contain spills or leakage from the tanks.

The survey documents show the fuel facility within the boundaries of the leasehold.

In terms of the legal and liability review, it appears the project meets the requirements of the lease and is within the lease boundaries. From a legal review standpoint, the proposal is sufficient for approval. I recommend that the approval include the following compliances, in addition to any proposed by the Airport Manager.

1. That copies of permits from other agencies be provided to the Airport Manager.
2. That approvals from the relevant fire officials be obtained and provided to the Airport Manager prior to operation of the facility.
3. That environmental approvals from the relevant agencies be provided to the Airport Manager prior to operation of the facility.

Item 3 as to the fuel flow rate is a necessary component of Item 1 and is best addressed here. The applicant proposes a fuel flow rate of \$0.05 per gallon. Per the terms of the lease cited above (and all other leases), it is charged on fuel delivered to the fuel facility. While the lease speaks to the rate being “negotiated”, there is little to negotiate since the

\$0.05 rate is the current rate on the airport charged to the other fuel providers. The parity of charges is fair and non-discriminatory, the latter being a standard administered by the CCAA and required by its FAA Grant Assurances (Assurance 22c- each FBO must be subject to the same rates, fees, and charges). Thus, the rate is appropriate to be charged to CTE and approval is recommended.

Item 2 Truck to Truck transfer/used of fuel truck as temporary fuel facility, and Item 4 Lease provisions as to use of truck as temporary fuel facility

In addition to the fuel facility address in Items 2 and 4, the applicant proposes to place a tanker truck trailer in a temporary containment area so that the applicant can begin to sell fuel prior to construction and completion of the fuel facility described in Items 1 and 3.

The description of location is shown on the exhibits to the west of the fuel facility. The materials are shown in the brochures and are generally a set of temporary berms/L brackets with a sheet material for containment of leaks and spills. The description also includes portable siphon/pump and filter equipment.

Having reviewed the proposal and supporting exhibits, review of the lease and researched legal standard, there are 4 basic reasons that the truck to truck transfer and temporary use are not recommended from a legal and liability standpoint.

1. ***Discriminatory Treatment (economic discrimination).*** The CCAA should not act in a discriminatory fashion. This is based on fundamental principles of fairness, on not having government favoring one competitor over another, and the Assurances given to the FAA in the many grants received for the Airport. All other fuel facilities were required to make the investment in the fuel facility prior to sales of fuel. It is not just the superior safety of the fuel facility over a parked tank trailer, but also the investment required of the FBO. Based on historical documents this was required of Carson Tahoe Aviation for the first fuel island on the Airport (operated by a predecessor of CTE's leasehold; located in front of the Terminal building). This was required of El Aero on the fuel facility built on their leasehold on the north side of the Airport. This was required of Eagle Valley Fuel (Melsheimer-Weaver-Graber) on the self-service island built on the west side of Taxiway B in the center of the Airport. This was also required of the replacement to that self service fuel island when it was relocated across Taxiway B (now owned by Mountain West). None of these operators were permitted to sell fuel without first constructing a permanent fuel facility. None of these operators were allowed to sell fuel from temporary truck trailers. Sales via the use of a semi-trailer instead of a fuel facility is far less expensive (and less safe) than a fuel facility. Allowing one now would unfairly discriminate against the other provider(s) of fuel on the airport. It would allow a new competitor the ability to engage in predatory pricing (i.e. the artificial use of below cost pricing to run competitors out of the marketplace and then later take advantage of monopoly pricing). While this is tempered somewhat by fuel price

competition from nearby airports, and we would hope that an upstanding company such as CTE would not engage in that behavior, it nevertheless creates a fundamental imbalance that undercuts fair competition.

The FAA Grant Assurances state:

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

If the CCAA were to allow for the provision of fuel on the Airport without the cost of or requirements given to the other providers, that would be a prima facie case of unjust discrimination. As with all Grant Assurances, a finding by the FAA of a violation is a basis for denial of current and future funding. Given the important role of FAA funding to the Airport, that is a risk that the CCAA must be aware of and avoid violation.

2. *Proposal extends beyond leasehold; conflicting information.*

In the site plan for the temporary containment area, the Applicant shows use of the area which is not part of the leasehold area to the south of the containment area and proposing installation of aggregate base material. (see last drawing prior to the Bramco Construction document; also shown in the earlier hand drawn exhibit). Even beyond the modification and use of that area, the orientation of the proposed containment area would require use of that off-lease area to comply with the specification requirements of the L-bracket containment which state that vehicles must enter and exit the containment by going “straight in and straight out. Do not try to enter the berm on an angle.” (Interstate Products brochure on L bracket containment) It is unclear if the semi tractor and fuel trailer could comply with those requirements on the project as proposed. However, even if they could, it would necessitate off lease areas.

3. *Liability.* A large part of any legal review is the liability risk of any proposed operation. Here, the proximity to vehicle movement and to College Parkway introduce liability issues that are addressed with a double-wall fuel facility that meets specifications for resilience to blunt force but not with a single walled tanker trailer that does not meet those standards. Research shows that the standards for fuel facilities are such that a vehicle or aircraft collision into it would neither cause the tank to rupture, nor an explosion of the tank contents. The frequent fires and explosions of fuel tankers on the highways graphically demonstrate the far greater risk of damage. The proposed location is also adjacent to a parking lot, introducing the risk of damage from that direction. The Airport is also not a stranger to vandalism. The potential for damage is significant, whether it is a vehicle, aircraft or even a projectile. The liability of the proposed location and operation of the truck to truck transfer warrants a separate consideration of rejection of the proposal.

4. *Lease terms.* The lease permits the construction of and use of a fuel storage facility. It does not provide for storage or sales of fuel from something other than a fuel storage facility. One suggestion that was made is to call the tanker trailer a “temporary” fuel storage facility for purposes of meeting the language of the lease. If such were done, then all of the fire and safety criteria of a fuel storage facility would apply. Without delving into the fire authority’s world, it is clear from the portions of the IFC that were cited, that a fuel tanker trailer does not meet the criteria of a fuel storage facility.

As to Item 4, the applicant requests that if the lease cannot be interpreted to allow the truck-to-truck transfers, then they request the lease be amended to allow for it. As stated previously, there are legal and liability reasons for not approving the truck-to-truck/ temporary facility, so I do not recommend amending the lease to allow it. If however, the CCAA votes to allow the truck-to-truck/ temporary facility, then the lease should first be amended to accommodate whatever action the CCAA takes in that regard.

Recommended Motions:

I move to approve the bulk fuel facility CTE as set forth in their engineered plans and exhibits with a compliance requirement:

1. That copies of permits from other agencies be provided to the Airport Manager.
2. That approvals from the relevant fire officials be obtained and provided to the Airport Manager prior to operation of the facility.
3. That environmental approvals from the relevant agencies be provided to the Airport Manager prior to operation of the facility.
4. Such other permits, approvals or information recommended by the Airport Manager.

I move to approve the fuel flow rate of \$0.05/gallon for all fuel delivered to the CTE bulk fuel facility.

I move to reject the proposal for truck-to-truck transfers and the use of a fuel tanker trailer as a temporary fuel facility.

As I don’t see any reason to amend the lease, I don’t have language for a proposed motion for that. As with all matters, once the CCAA indicates the action to be taken, I can assist with recommended language to achieve that action.

1. Request for approval to construct a bulk fuel facility.

a. CTE/Stellar will identify the various regulations associated with constructing a fuel facility.

- i. NFPA 30: **Flammable and Combustible Liquids Code:** Provides for safeguards to reduce the hazards associated with the storage, handling, and use of flammable and combustible liquids
- ii. NFPA 407: **Standard for Aircraft Fuel Servicing:** This standard outlines the vital safety provisions for procedures, equipment, and installations in order to protect people, aircraft, and other property during ground fuel servicing of aircraft using liquid petroleum fuels
- iii. NFPA 70: **Standard-National Electric Code:** National Electric code (NEC) is the benchmark for safe electrical design, installation, and inspection to protect people and property from electrical hazards.
- iv. NFPA 18/10: **Standard for portable fire extinguishers:** NFPA 18 Does not apply to this project, it needs to be omitted, should be NFPA 10 (the standard for portable fire extinguishers)
- v. IFC 2018 Version: Requirements for AST's from sizes, spacing and distances from property lines and buildings
- vi. 2018 Northern Nevada Fire Amendments: Constant amendments to the IFC 2018 Which are ongoing at this time
- vii. 2017 National Electrical Code (2017 NEC): Standard building code referencing safe and standards for electrical See NFPA 70
- viii. 2018 International Building Code: AST's located outdoors; dimensions from property lines, buildings, and AST spacing
- ix. 2009 ICC/ANSI A117.1b: This references AST access

b. Carson City Fire Department, Fire Marshall, Jurisdiction Having Authority (JHA) -- Regulations

- | | | |
|------|--|----------------|
| I. | The tank will not fuel individual aircraft: | Exhibits 1,2,5 |
| II. | The tank will be used as a bulk plant/terminal – IFC Pg. 20 | Exhibits 1,2,5 |
| III. | Only bulk transfer will occur from this tank – IFC Pg. 20 | Exhibits 1,2,5 |
| IV. | Fuel tank size, each tank cannot exceed 20,000 gallons – to a maximum aggerate storage of 80,000 gallons with separation in accordance with the IFC and NFPA – IFC Pg. 250 and 251 | Exhibits 1,2,5 |

c. CTE/Steller will identify its plan to meet each of those regulations.

CTE/Stellar will comply with all local, state and federal regulations, codes and requirements on this project. All our construction drawings will be drawn in accordance with all applicable current codes adopted by Carson City Building Division and Carson City Fire Department. CTE/Stellar will provide all permittable drawings to the Airport for their review and approval prior to their submission to the jurisdiction having authority (JHA). CTE/Stellar will identify its licensed-professional engineer's plans to meet these regulations.

- | | | |
|--------|--|---|
| x. | NFPA 30 | Exhibits 1,2,4,5,7 |
| xi. | NFPA 407 | Exhibits 1,2,4,5 |
| xii. | NFPA 70 | Exhibits 1,5 |
| xiii. | NFPA 18-10
Jurisdiction | Size and Quantity TBD by Authority Having |
| xiv. | IFC 2018 Version | Exhibits 1,2,4,5,7 |
| xv. | 2018 Northern Nevada Fire Amendments | Exhibits 1 |
| xvi. | 2017 National Electrical Code (2017 NEC) | Exhibits 1 |
| xvii. | 2018 International Building Code | Exhibits 1,2,4,5,7 |
| xviii. | 2009 ICC/ANSI A117.1b | Exhibit 1 |

2. Request for approval to distribute fuel via temporary truck-to-truck transfer while permitting and constructing a permanent fuel facility.

a. CTE/Stellar will identify the various regulations associated with distributing fuel via truck-to-truck transfer.

- i. NFPA 407: See Above
- ii. NFPA 70: See Above
- iii. NFPA 385: **Safe fuel truck operations/tank vehicles NDOT safe operation.** Provides for safe transportation of flammable and combustible liquids in tank vehicles through design and construction requirements for tank vehicles that are equivalent to those of the U.S. Department of Transportation (DOT)
- iv. NFPA 10 **Standard for portable fire extinguishers**
- v. IFC 2018 Version: Same as above
- vi. DOT Requirements: Governs vehicles on the road

b. CTE/Stellar will identify its plan to meet each of those regulations.

CTE/Stellar will comply with all local, state, and federal codes and requirements on our truck-to-truck transfer program. The pertinent regulations for truck transfer programs of aviation fuel are listed above. These are also referenced in our *Truck-to-Truck Transfer Operations Manual* submitted herewith, and prepared in conjunction with our fuel supplier, Epic Fuels. CTE/Stellar will identify its licensed-professional engineer's plans to meet these regulations.

- vii. NFPA 407: Exhibits 2,4,6
- viii. NFPA 70: Exhibits 2,4,6,7,8
- ix. NFPA 385: Exhibits 2, Also EPIC only insures and delivers compliant refuelers which are inspected by the AHJ (typically the Fire Marshalls office). Only DOT approved and inspected delivery vehicles/drivers under an approved DOT carrier program are used for bulk over the road delivery to the site.
- x. NFPA 10 Size and quantity to be determined by AHJ (typically BC type extinguishers) All delivery vehicles and Fuel storage areas will have the required size, type, and number
- xi. IFC 2018: Exhibits 2,4,6, 6A, 6B, 6C, 6D, 6E,7,8
- xii. DOT Requirements: Exhibits 2, Also EPIC only insures and delivers compliant refuelers which are inspected by the AHJ (typically the Fire Marshalls office). Our fuel vehicles under the scenario requested for approval will not be used for over-the-road use. Only DOT approved and inspected delivery vehicles/drivers under an approved DOT carrier program are used for bulk over the road delivery to the site.

c. Address lease language and seek a determination that the lease does not speak to any particular method in which fuel must be distributed.

If the CCAA Board deems necessary, CTE/Stellar requests that the lease be amended to permit fuel distribution via truck-to-truck transfer.

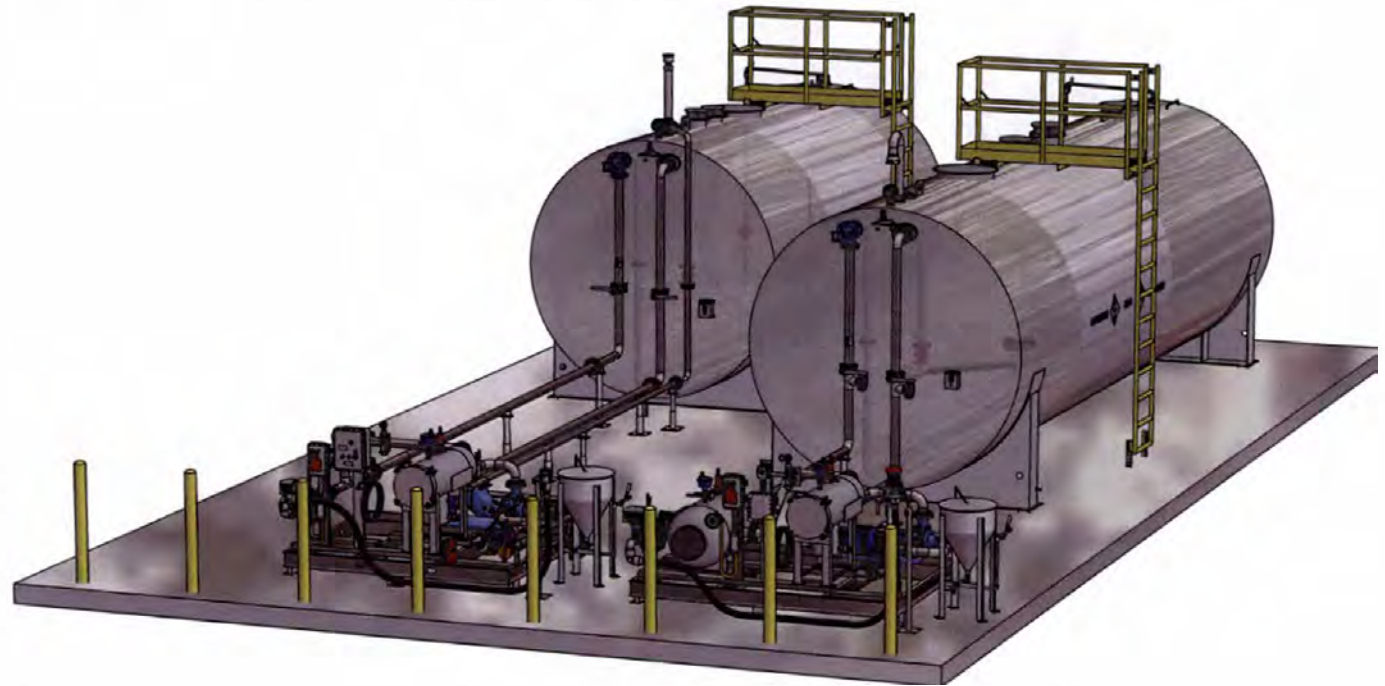
3. Propose a fuel flowage rate.

CTE/Stellar requests the board to consider applying the same, non-discriminatory, flowage rate that it charges other Fixed Base Operators at the Airport. The capital investment in equipment and construction justifies a similar fee structure.

Quick Reference Guide for Exhibits

CXP CTE Fuel Farm Exhibits:


- 1) Fuel Farm Mechanical/Design
- 2) Survey/Fuel Farm Placement/T to Truck Transfer Manual/Site
- 3) Fuel Flowage Reno
- 4) CTE Fuel Farm
- 5) CTE AEAV Proposal and Specs
- 6) Containment Specs and Mechanical
 - 6A L Bracket Instructions
 - 6B Products Brochure
 - 6C 2022 Products Guide
 - 6D L Bracket Features
 - 6E Self Bailer Instructions
- 7) Updated Site Plan Survey
- 8) Bramco Construction Safety plan



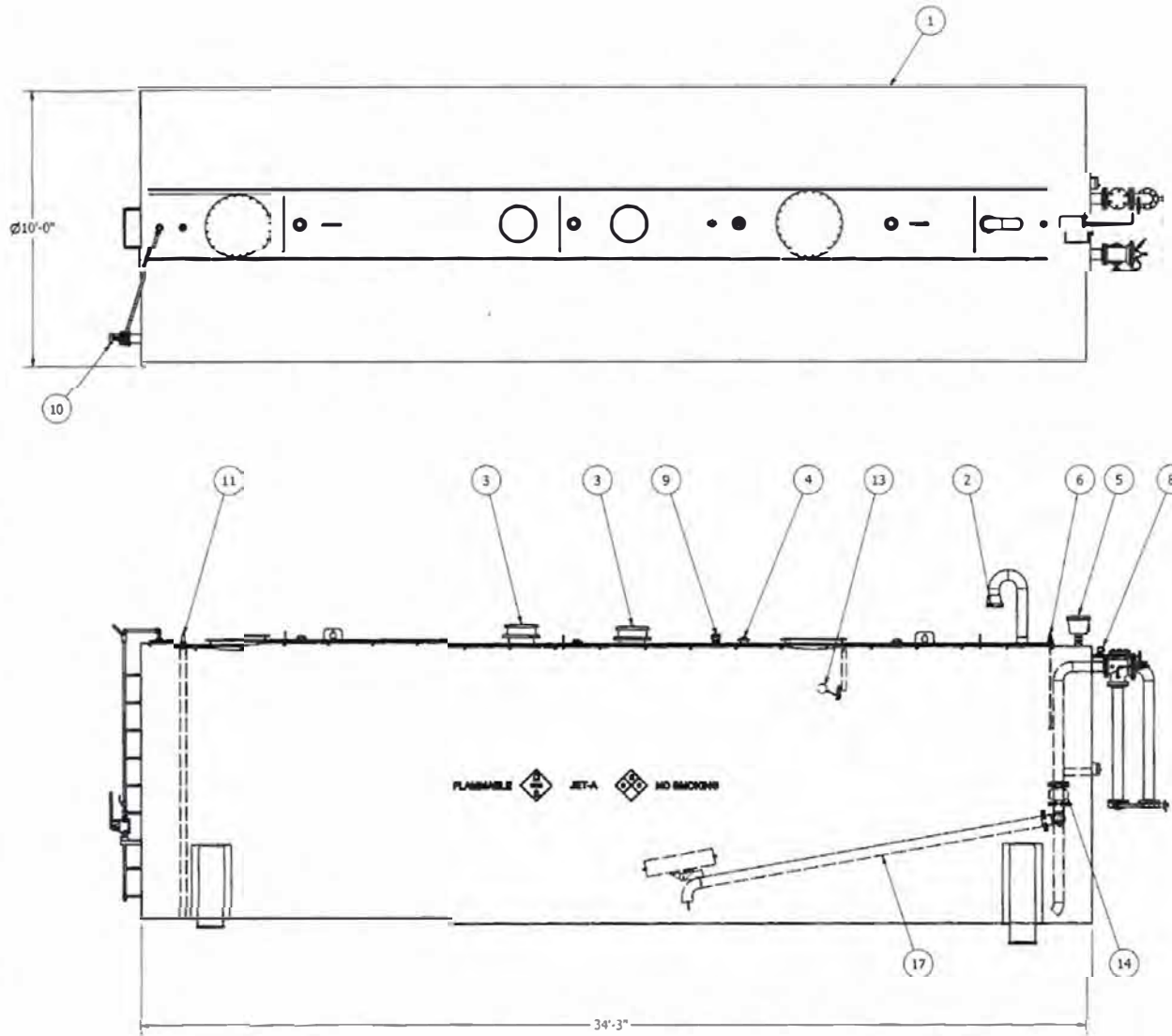
20,000 GALLON JET-A TANK
WITH
JET-A PUMPING SKID
AND
12,000 GALLON AVGAS TANK
WITH
AVGAS PUMPING SKID
FOR:
CTE AVIATION
CARSON CITY AIRPORT
2460 EAST COLLEGE PARKWAY
CARSON CITY, NV 89706

DATE: JUN 14 2023	REV: 2/18/2023	PAGE: COVER SHEET	
DRAWN BY: J. HAGER		CHECKED BY: J. HAGER	
TIT. NAME: PUMPING SKID		TIT. NAME: PUMPING SKID	
American Environmental Aviation		TITLE: CTE AVIATION-CSN	
DATE: JUN 14 2023		DATE: JUN 14 2023	
PROJECT NAME: 2019 CS001 COVER SHEET		PROJECT NAME: 2019 CS001 COVER SHEET	
LOCATION: CARSON CITY AIRPORT		LOCATION: CARSON CITY AIRPORT	
2460 EAST COLLEGE PARKWAY, CARSON CITY, NV 89706		2460 EAST COLLEGE PARKWAY, CARSON CITY, NV 89706	

DRAWN: JOHN HAGER APPROVED:	DATE: 2/16/2013	SHEET: <div style="text-align: center; font-size: 24pt; font-weight: bold;">PRELIMINARY SITE PLAN</div>
FILE NAME: CSN.DWG	JOB NUMBER:	TITLE: <div style="text-align: center; font-size: 24pt; font-weight: bold;">CTE AVIATION-CSN</div>

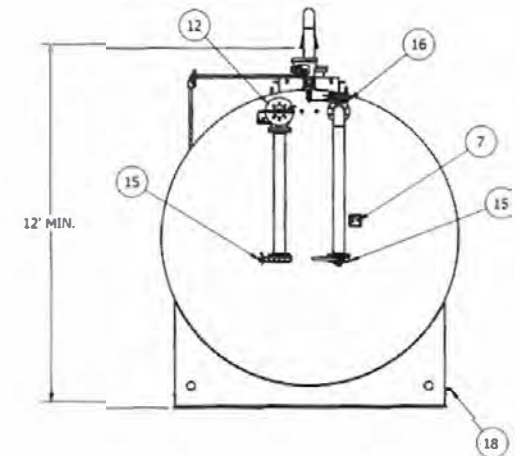


SIZE	COPYRIGHT YEAR	DRAWING NO.	REV
C	2023	5001 SITE PLAN	-
LOCATION:		CARSON CITY AIRPORT	
2480 EAST COLLEGE PARKWAY, CARSON CITY, NV 89708			

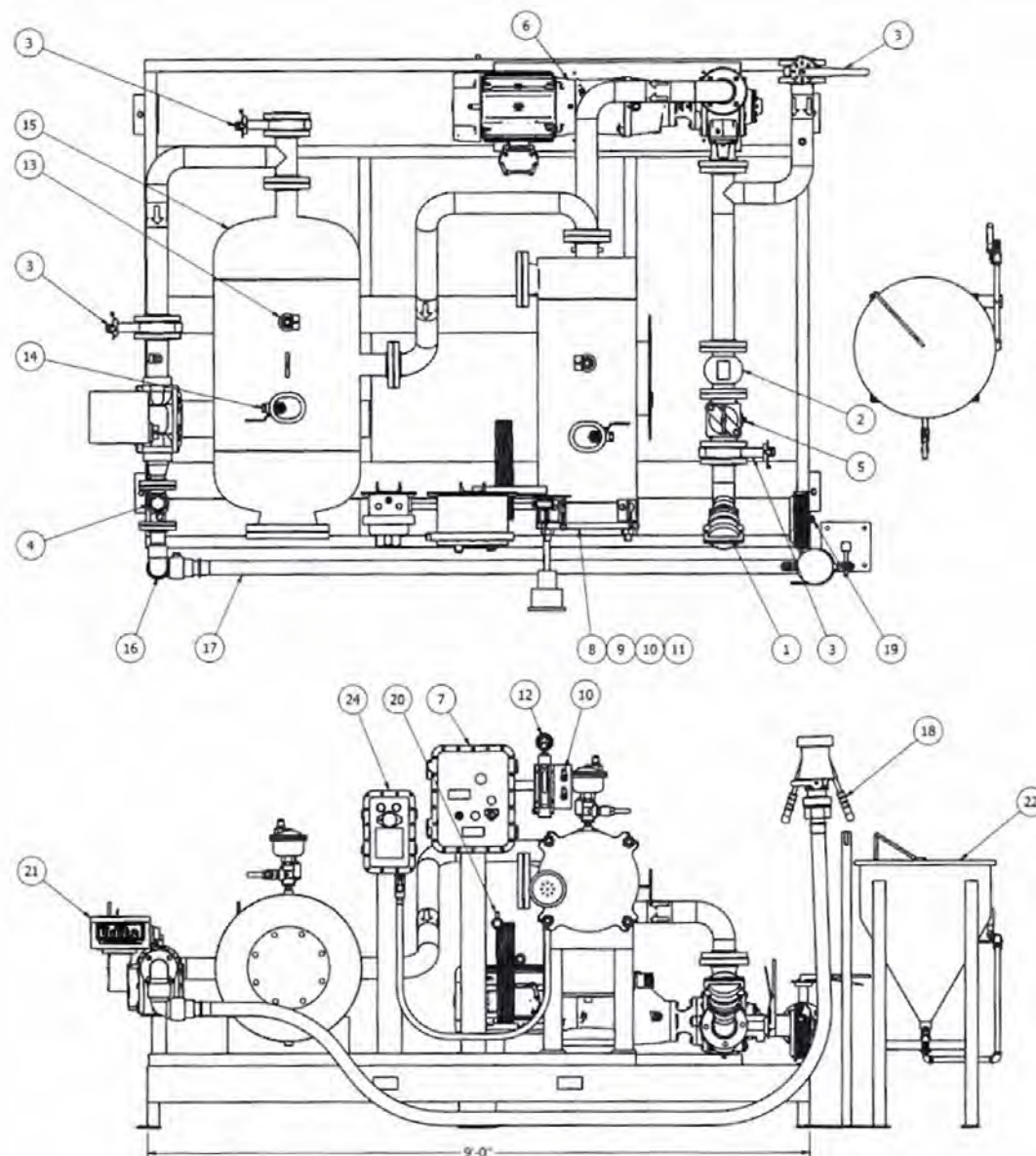


PARTS LIST

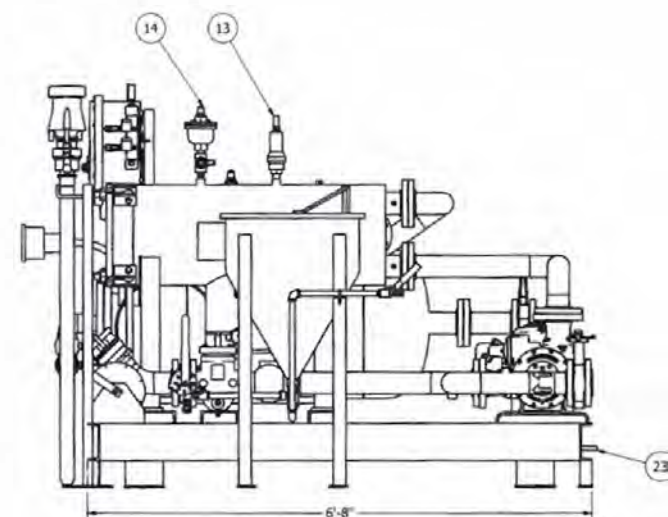
ITEM	QTY	DESCRIPTION
1	1	20,000 GALLON DOUBLE WALL (UL-142) TANK, 120" DIA., SADDLE MOUNTED
2	1	4" OUTBREATHING VENT (MORRISON 354-040D-AV)
3	2	10" EMERGENCY VENT (CLAY BAILEY 0370-03-10HF)
4	1	2" GAUGE HATCH (MORRISON 178-0400-AC)
5	1	MECHANICAL TANK GAUGE (OPW 200TG)
6	1	90% ALARM FLOAT SWITCH (OPW 44TA-LLFS)
7	1	OVERFILL TANK ALARM BOX (OPW 444TA SERIES)
8	1	NORMALLY OPEN ANTI-SIPHON VALVE (ASCO EF8210G35V)
9	1	2" ALUM ADAPTER (F20F) W/ DUST CAP (20VL-MODIFIED) FOR FLOATING SUCTION TEST CABLE
10	1	HAND SUMP PUMP (FILL-RITE FR150) W/ ANTI-SIPHON SPRING RETURN BALL VALVE (APOLLO 76-504-01A)
11	1	INTERSTITIAL MONITOR (KRUEGER K-2-120)
12	1	4" HIGH LEVEL SHUT-OFF VALVE (CLA-VAL 100-34-281E)
13	1	95% LEVEL SHUT OFF FLOAT (CLA-VAL CFM2)
14	1	4" GLOBE CHECK VALVE VITON (TITAN CV50-DI-S)
15	2	4" FIRE SAFE BUTTERFLY VALVE (API 607, FIRE RATED HIGH PERFORMANCE CARBON STEEL)
16	1	4" EMERGENCY VALVE (MORRISON 346FD1-0400-AV)
17	1	4" FLOATING SUCTION & SUBMERGED SERVICE SWIVEL (GAMMON GTP-16H-4-3H)
18	1	COPPER CLAD GROUNDING STUD (AEA)



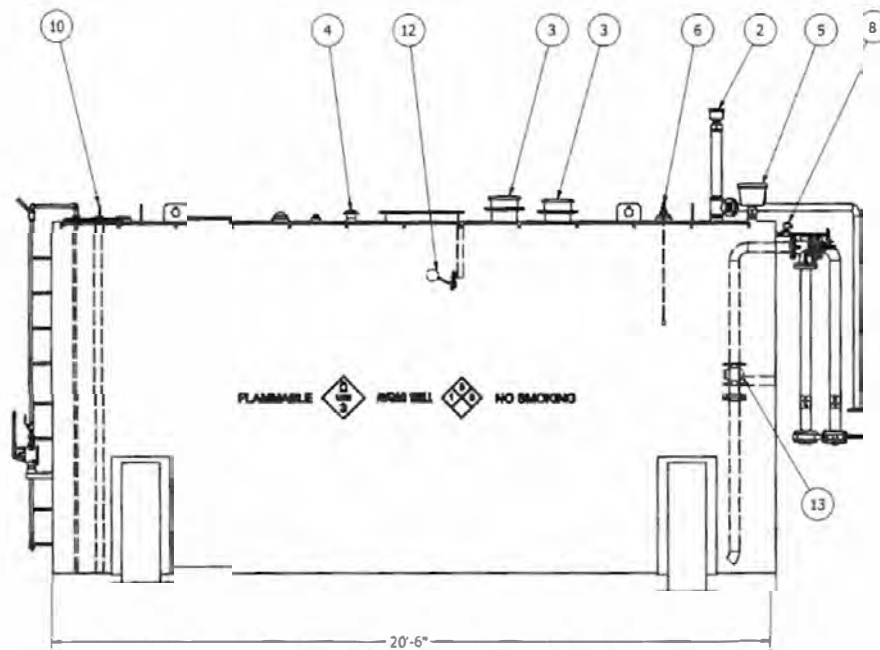
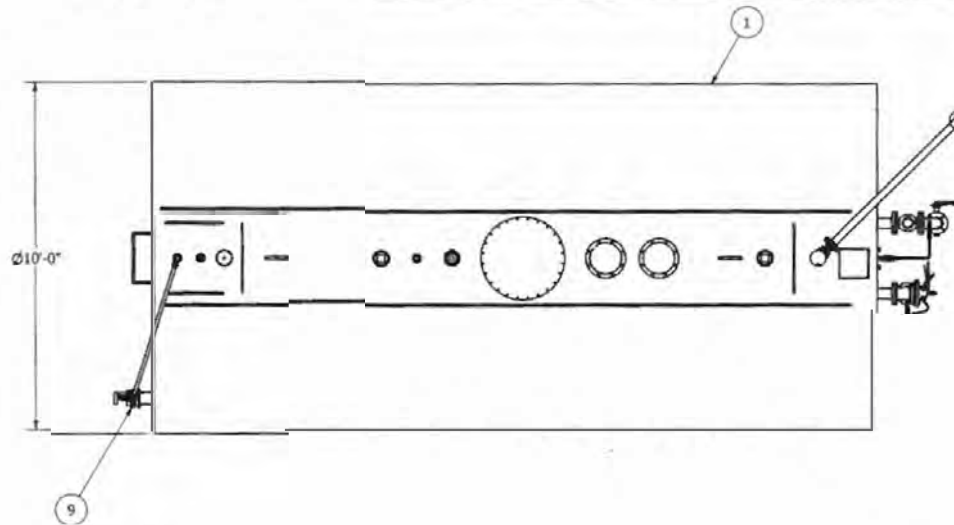
DRAWN: (NAME) (DATE) 2/16/2023	SHEET: 20K JET-A TANK
APPROVED: FILE NAME: CSN.DWG	TITLE: CTE AVIATION - CSN
American Environmental Aviation	SIZE: COPYRIGHT YEAR: DRAWING NO.: C 2023 C M001 20K JET-A TANK - LOCATION: CARSON CITY AIRPORT 2480 EAST COLLEGE PARKWAY, CARSON CITY, NV 89708



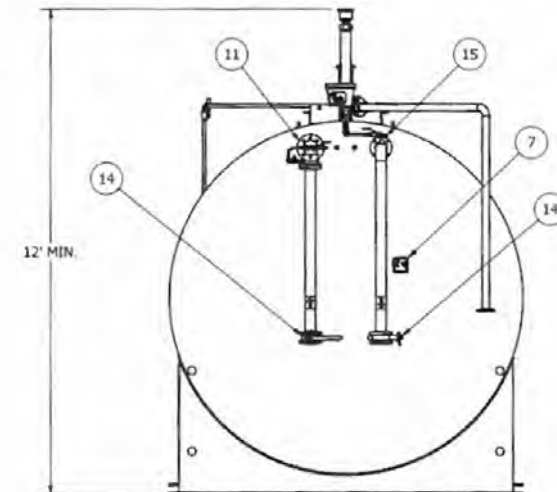
PARTS LIST		
ITEM	QTY	DESCRIPTION
1	1	4" ALUM ADAPTER (A40A) W/ 4" CAP (VL40VL)
2	1	3" GLOBE CHECK VALVE VITON (TITAN CV50-D1-5)
3	4	3" BUTTERFLY VALVE (APOLLO LD14103SN1 1A)
4	1	2" EMERGENCY VALVE (MORRISON 346FD1-0200-4V)
5	1	3" LINE STRAINER (TITAN BS-55-CI)
6	1	3" PUMP WITH 10HP EXPLOSION PROOF MOTOR & GEAR REDUCER (BLACKMER GND3, XP MOTOR 230/460V 3PH)
7	1	MOTOR STARTER (NEMA 7/9 SIZE 2 SIEMENS 14FUF32HA)
8	1	200 GPM FILTER SEPARATOR (PECO FACET MCS-333-1436)
9	1	FILTER ELEMENTS (FACET - (3) CAA33-56B, (1) SS436FB-5)
10	2	MILLIPORE TEST CONNECTION (GAMMON KIT-7)
11	1	ICC WATER PROBE (GAMMON GTP-9330-1)
12	1	DIFFERENTIAL PRESSURE GAUGE (GAMMON GTP-534-PB-15A)
13	2	PRESSURE RELIEF VALVE (TAYLOR 82E3251311, 75 PSI)
14	2	AIR ELIMINATOR (ARMSTRONG 21AR)
15	1	200 GPM RELAX CHAMBER (AEA)
16	1	2" ALUMINUM SWIVEL (OPW 3650-0202)
17	1	HOSE, 2" X 12' (API 1529)
18	1	UNDERWING NOZZLE (CLA VAL 347GF-7M1000020)
19	1	50' STATIC BONDING REEL (AMETEK HUNTER ML-2930-15)
20	1	MINI DEADMAN (GAMMON GTP-8392)
21	1	200 GPM FLOW METER WITH MECHANICAL REGISTER (TOTAL CONTROLS 700-305PA)
22	1	20 GALLON STAINLESS STEEL SLUMP RECOVERY UNIT (AEA)
23	1	COPPER CLAD GROUNDING STUD (AEA)
24	1	OVERFILL PREVENTION CONTROLLER (SCULLY ST-15-BUK)



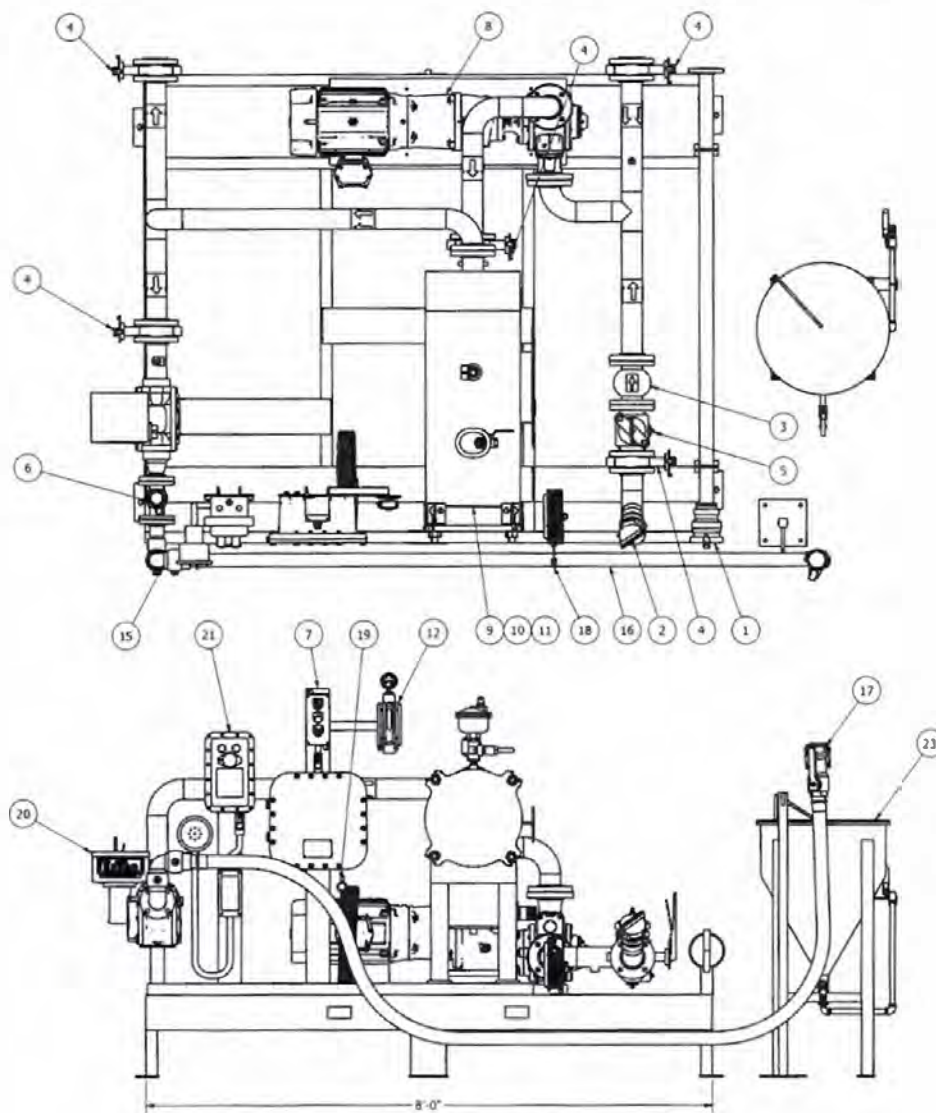
DESIGNED BY JOHN HAGER	DATE 2/16/2023	SHEET 200 GPM JET-A SKID
APPROVED BY CSN.OWG		CTE AVIATION - CSN
American Environmental Aviation C 2023 MOO2 JET-A SKID CARSON CITY AIRPORT 2480 EAST COLLEGE PARKWAY, CARSON CITY, NV 89703		REV



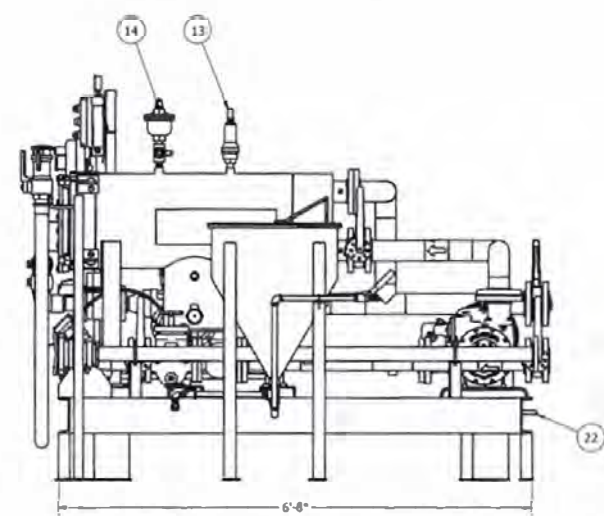
PARTS LIST		
ITEM	QTY	DESCRIPTION
1	1	12,000 GALLON DOUBLE WALL (UL-142) TANK, 120" DIA., SADDLE MOUNTED
2	1	3" PRESSURE VACUUM VENT (OPW 623V-3203)
3	2	8" EMERGENCY VENT (CLAY BAILEY 0370-03-80HF)
4	1	2" GAUGE HATCH (MORRISON 178-0400-AC)
5	1	MECHANICAL TANK GAUGE (OPW 200TG)
6	1	90% ALARM FLOAT SWITCH (OPW 44TA-LLFS)
7	1	OVERFILL TANK ALARM BOX (OPW 44TA SERIES)
8	1	NORMALLY OPEN ANTI-SIPHON VALVE (ASCO EF8210G35V)
9	1	HAND SUMP PUMP (FILL-RITE FR150) W/ ANTI-SIPHON SPRING RETURN BALL VALVE (APOLLO 76-504-01A)
10	1	INTERSTITIAL MONITOR (KRUEGER K-2-120)
11	1	3" HIGH LEVEL SHUT-OFF VALVE (CLA-VAL 100-34-689G)
12	1	95% LEVEL FLOAT (CLA-VAL CFM2)
13	1	3" GLOBE CHECK VALVE VITON (TITAN CV50-DI-5)
14	2	3" FIRE SAFE BUTTERFLY VALVE (API 607, FIRE RATED HIGH PERFORMANCE CARBON STEEL)
15	1	3" EMERGENCY VALVE (MORRISON 346FDI-0300-AV)



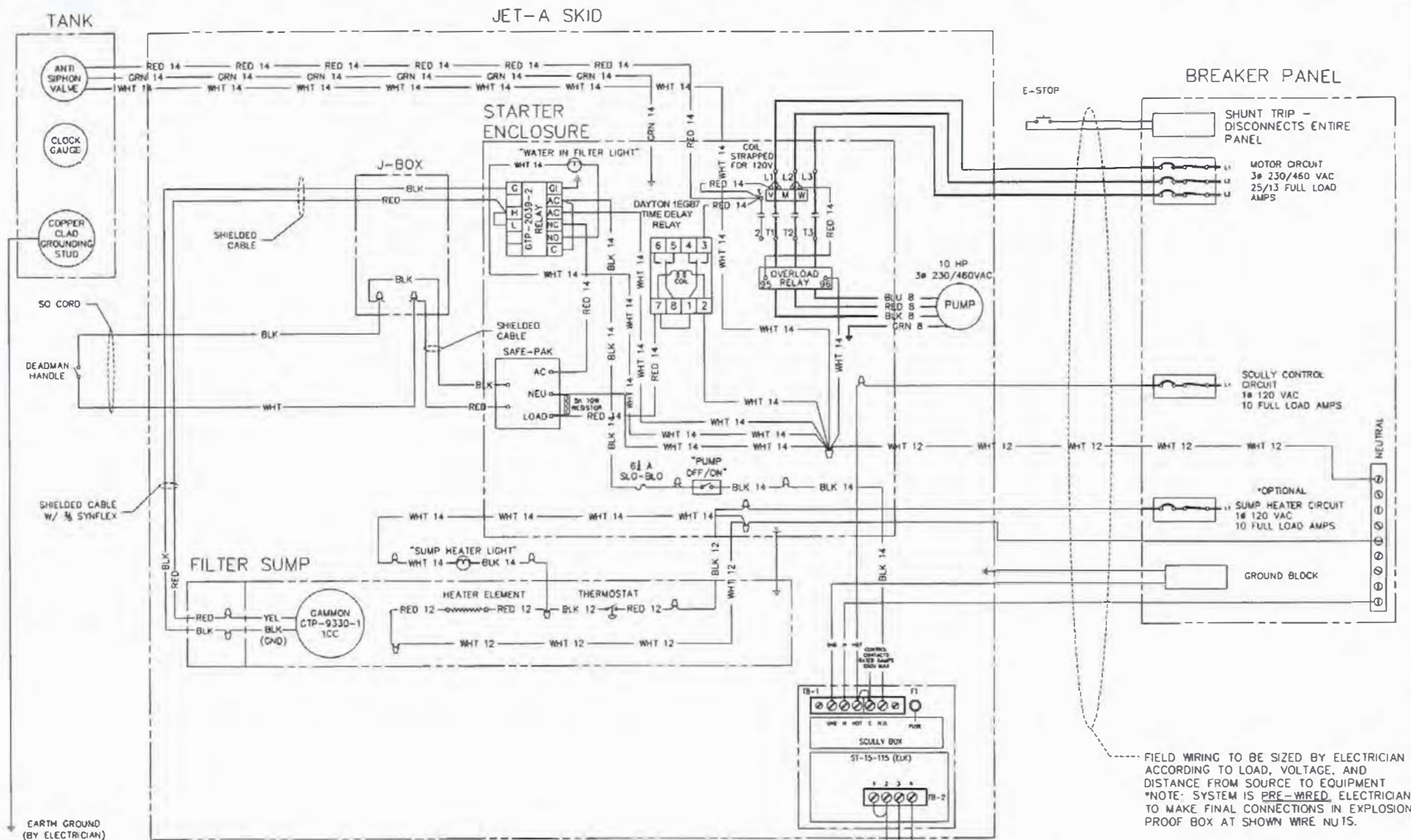
DESIGN: JOHN HAGER	DATE: 2/16/2023	SHEET: 1	12K AVGAS TANK
APPROVER:			
FILE NAME: CSN.DWG			
American Environmental Aviation			CTE AVIATION - CSN
<small>TITLE: COPYRIGHT YEAR: DRAWING NO.</small> C 2023 M003 12K AVGAS TANK			<small>REV: 1</small> CARSON CITY AIRPORT <small>2480 EAST COLLEGE PARKWAY, CARSON CITY, NV 89706</small>



PARTS LIST		
ITEM	QTY	DESCRIPTION
1	1	4" VAPOR RECOVER ADAPTER (MORRISON 323-0100-AA) W/ CAP (323C-0100-AC)
2	1	3" ALUM ADAPTER - DIXON (DIX00AAL) W/ 3" CAP (DIX000DCLAL)
3	1	3" GLOBE CHECK VALVE VITON (TITAN CV50-DI-S)
4	5	3" FIRE SAFE BUTTERFLY VALVE (API 607, FIRE RATED HIGH PERFORMANCE CARBON STEEL)
5	1	3" LINE STRAINER (TITAN BS-98-43)
6	1	2" EMERGENCY VALVE (MORRISON 346FDI-0200 AV)
7	1	CONTROLS FOR REMOTE MOTOR STARTER (NEMA 7/9 SIZE 2 SIEMENS 14RF32HA)
8	1	3" PUMP WITH 10HP EXPLOSION PROOF MOTOR & GEAR REDUCER (BLACKHAWK GND3, XP MOTOR 230/460V 3PH)
9	1	200 GPM FILTER SEPARATOR (PECO FACET MCS-333-1436)
10	1	FILTER ELEMENTS (FACET - (3) CAA33-560, (1) SS436FB-5)
11	1	ICC WATER PROBE (GAMMON GTP-4330-1)
12	1	DIFFERENTIAL PRESSURE GAUGE (GAMMON GTP-S34-PB-15A)
13	1	PRESSURE RELIEF VALVE (TAYLOR 82E3251311, 75 PSI)
14	1	AIR ELIMINATOR (ARMSTRONG 21AR)
15	1	2" ALUMINUM SWIVEL (OPW 3650-0202)
16	1	HOSE, 2" X 12' (API 1529)
17	1	2" BOTTOM LOAD COUPLER (OPW 1712DL-AL20)
18	1	50' STATIC BONDING REEL (AMETEK HUNTER ML 2930-15)
19	1	MINI DEADMAN (GAMMON GTP-8392)
20	1	200 GPM FLOW METER WITH MECHANICAL REGISTER (TOTAL CONTROLS 700-30SPA)
21	1	OVERFILL PREVENTION CONTROLLER (SCURLY ST-15-ELK)
22	1	COPPER CLAD GROUNDING STUD (AEA)
23	1	20 GALLON STAINLESS STEEL SUMP RECOVERY UNIT (AEA)

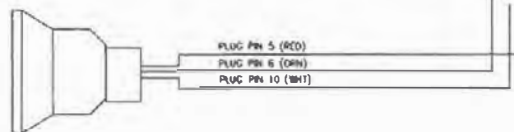


DRAWN: JOHN HAGER APPROVED: FILE NAME: CSN.DWG	DATE: 2/16/2023 JOB NUMBER: TITLE: 200 GPM AVGAS SKID CTE AVIATION - CSN
American Environmental Aviation	SIZE: C COPYRIGHT YEAR: 2023 DRAWING NO.: M004 AVGAS SKID LOCATION: CARSON CITY AIRPORT 2480 EAST COLLEGE PARKWAY, CARSON CITY, NV 89706

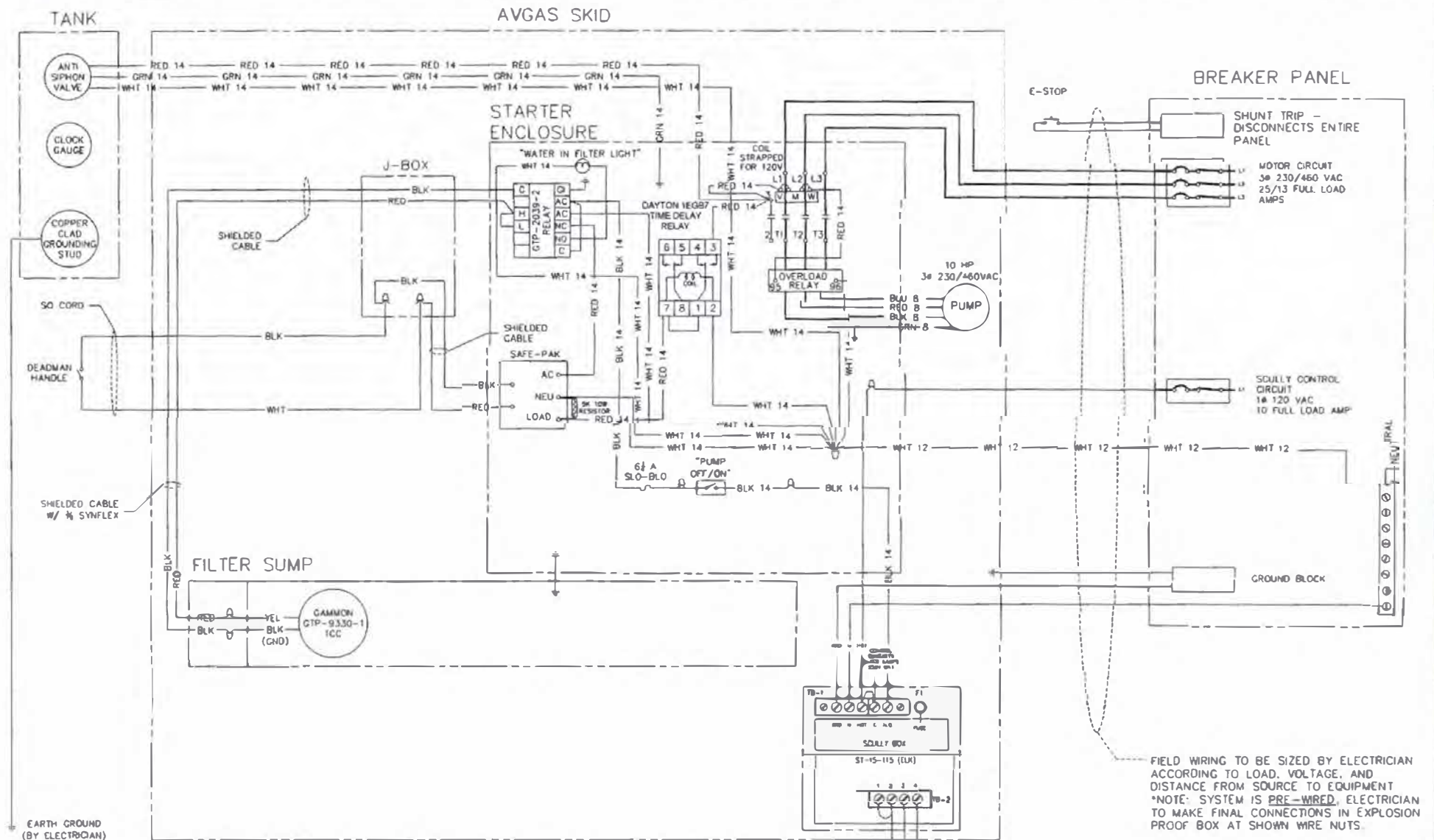


NOTES:

1. 3 PHASE CIRCUIT TO PUMP. IF ANY HIGH LEG CONNECT TO L3
2. THERE MUST BE AN INDIVIDUAL BREAKER, AND CIRCUIT PER HOSE REEL.
3. THE CONTROL, HOSE REEL(S), AND SUMP HEATER CIRCUITS (IF EQUIPPED) CANNOT BE CONNECTED TO THE PUMP MOTOR CIRCUIT IN ANYWAY! DOING SO WILL VOID WARRANTY.

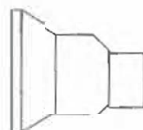


OWNER: JOHN HAGER	DATE: 2/16/2023	SHEET: JET-A ELECTRICAL SCHEMATIC
APPROVED:		
FILE NAME: CSN.DWG	JOB NUMBER:	TITLE: CTE AVIATION - CSN
American Environmental Aviation		SIZE: COPYRIGHT YEAR: DRAWING NO.: C 2023 E001 JET-A ELECTRICAL -
		LOCATION: CARSON CITY AIRPORT 2480 EAST COLLEGE PARKWAY, CARSON CITY, NV 89708



NOTES:

1. 3 PHASE CIRCUIT TO PUMP. IF ANY HIGH LEG CONNECT TO L3
2. THERE MUST BE AN INDIVIDUAL BREAKER, AND CIRCUIT PER HOSE REEL
3. THE CONTROL, HOSE REEL(S), AND SUMP HEATER CIRCUITS (IF EQUIPPED) CANNOT BE CONNECTED TO THE PUMP MOTOR CIRCUIT IN ANYWAY! DOING SO WILL VOID WARRANTY.



DESIGN: JOHN MAGER	DATE: 2/16/2023	SHEET: 1
APPROVED:		
FILE NAME: CSN.DWG	FOR SUBMIT:	TITLE: AVGAS ELECTRICAL SCHEMATIC
American Environmental Aviation		CTE AVIATION - CSN
SIZE: C	COPYRIGHT YEAR: 2023	DRAWING NO.: E002 AVGAS ELECTRICAL
LOCATION:	CARSON CITY AIRPORT 2460 EAST COLLEGE PARKWAY, CARSON CITY, NV 89708	

CARSON TAHOE EXECUTIVE, LLC
2640 COLLEGE PARKWAY, CARSON CITY, NV
APN 005-011-083

(SOME APPROPRIATIONS LISTED BELOW MAY NOT BE INCLUDED IN THIS PLAN SET)

[illegible]

VICINITY MAP
NOT TO SCALE

	LEASE BOUNDARY
	EDGE OF PAVEMENT
	FENCE LINE
	FIRE HYDRANT
	WATER VALVE
	WATER SPOCKET / HOSE END
	ELECTRIC VAULT
	ELECTRIC PANEL
	ELECTRIC CABINET
	ELECTRIC BOX
	ELECTRIC METER
	ELECTRIC OUTLET
	LIGHT
	STORM DRAIN MANHOLE
	STORM DRAIN DROP INLET
	BOLLARD
	GAS METER
	LUMBER CONTROL POINT

	AC PAVING		CONCRETE		GRAVEL
--	-----------	--	----------	--	--------

SHEET C1 - TITLE SHEET
SHEET C2 - SITE PLAN

CARSON TAHOE EXECUTIVE LLC
CONTACT: JAMES PICKETT
2840 COLLEGE PARKWAY
CARSON CITY, NEVADA 89705
(775) 886-5266

SPARCO CONSTRUCTION CORPORATION
CONTACT: MICHAEL OSBORE
335 S. 15TH STREET
SPARCO, NEVADA 89401
(775) 888-1781

RESOURCE CONCEPTS, INC.
CONTACT: JOE CACCIOPPO, P.E.
840 NORTH MINNESOTA STREET
CARSON CITY, NEVADA 89705
(775) 888-1800

ADDRESS: 1840 COLLEGE PARKWAY
APR: 005-011-05
PARCEL SIZE: 1 ACRE ± / 41,469 SF
MASTER PLAN DESIGNATION: PUBLIC / QLMH - PUBLIC
ZONING: PUBLIC REGIONAL (PR)

THE BASIS OF BEARINGS FOR THIS SURVEY IS NEVADA STATE PLANE COORDINATE SYSTEM WEST ZONE NAD83/89 BASED UPON REAL TIME KINEMATIC GPS OBSERVATIONS OBSERVED JULY 7, 2002 USING A SURVEY GRADE DUAL FREQUENCY GPS RECEIVER FROM COSSA MODIFIED BY A CORRECTION FACTOR OF 1.0002, SCALED FROM 6.000 5.000 AND CONVERTED TO U.S. SURVEY FEET. ALL DIMENSIONS ON THIS MAP ARE GROUND DISTANCES.

DATA: NAVD 88
PROJECT BENCHMARK = 58
HAVING AN ELEVATION OF 471.437

PROJECT CONTROL				
POINT	NORTH	EAST	ELEVATION	DESCRIPTION
10	1 47 48882.00	388 4888.48	4147.87	2" BRASS CAP & STAMPED "OCT08 2010"
100	1 47 48924.82	38994.06	4898.84	MNG NAB
101	1 47 48884.19	38991.45	4898.00	MNG NAB
102	1 47 48884.19	38991.45	4898.00	MNG NAB

Digitally signed by
Presley R. Cochran
Date: 2022.11.22
09:14:26 -08'00'



Know what's below.
Call before you dig.

Know what's below.
Call before you dig.

**NOT FOR
CONSTRUCTION**

Engineering • Surveying • Water Rights
Resources • Environmental Services
www.rcd-nw.com

Carson City
340 N. Maryland St.
Carson City, NV 89703-4132
775-488-1833

Lake Tahoe
379 Kingsbury Circle, Box 309
Incline, NV 89348
775-546-7500



RCI
Resource Concepts Inc.

[illegible]

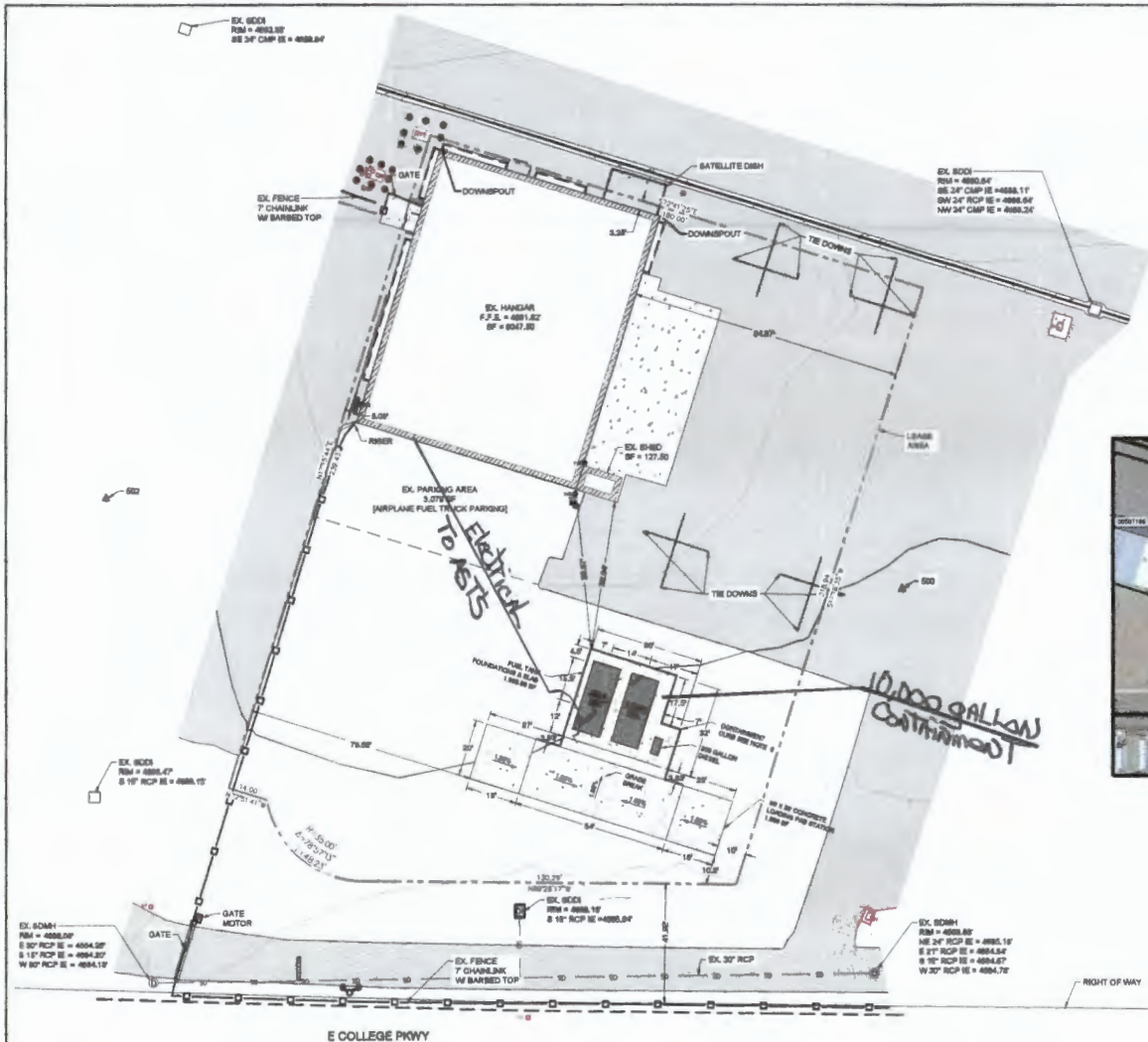
SPECIAL USE PERMIT SITE PLAN
CARSON TAHOE EXECUTIVE, LLC
2040 COLLEGE PARKWAY, CARSON CITY, NV

TITLE SHEET



JOB NO.:	23-991
DATE:	11-21-8823
DISIGNED:	PRC
DRAWN :	PRC
CHECKED:	JSC

C1 OF 2



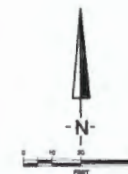
NOTES:

1. SURVEY PERFORMED BY LUKAS AND ASSOCIATES & PROVIDED TO RESOURCE CONCEPTS, INC. BY SPANCO CONSTRUCTION FOR USE IN THE SPECIAL USE PERMIT APPLICATION.
2. FIELD WORK WAS PERFORMED ON JULY 7, 2022.
3. ASSESSMENTS MAY EXIST THAT ARE NOT SHOWN HEREON. RCI COORDINATED WITH CARSON CITY AIRPORT, AND NO EASEMENT DOCUMENTATION WAS OBTAINED. OWNER SHOULD PERFORM A TITLE REPORT PRIOR TO OFFICIAL DESIGN.
4. THIS IS NOT A BOUNDARY SURVEY. LEASE AREA SHOWN BY RECORD INFORMATION.
5. DURING FUEL FACILITY DESIGN AND FINAL BUILDING PERMIT PLANS PHASE, OWNER SHALL COORDINATE WITH CARSON CITY, CARSON CITY AIRPORT, AND THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION FOR ALL REGULATIONS AND REQUIREMENTS ASSOCIATED WITH FUELING AND CONTAMINATION.
6. NO NEW WATER OR SEWER INFRASTRUCTURE IS ASSOCIATED WITH THIS PROJECT. PROPOSED DRAINAGE INFRASTRUCTURE WILL BE INCLUDED AS PART OF THE PROJECT DESIGN TO ACCOMMODATE ADDITIONAL IMPERVIOUS SURFACE, MEETING CARSON CITY DRAINAGE MANUAL REQUIREMENTS.
7. PROJECT SITE TRASH IS STORED AND HANDLED IN AN EXISTING DUMPSTER IN AN EXISTING ENCLOSURE. TRASH ENCLOSURE WILL MEET OR EXCEED AMMUNITION COMPANY REQUIREMENTS OR AS PART OF THE FINAL BUILDING PERMIT PLANS COMPLYING TRASH ENCLOSURE CONSTRUCTION DETAILS WILL BE PROVIDED.
8. PROPOSED FUEL STORAGE FACILITY WILL BE SETBACK A MINIMUM OF 10' OFF OF THE LEASE BOUNDARY.
9. AS PART OF PROJECT FINAL BUILDING PERMIT PLANS, FUEL FACILITY POWER SUPPLY LOCATION, POWER SUPPLY ROUTING, AND EMERGENCY SHUT OFF LOCATION WILL BE SHOWN AND DESIGNED.
10. NO CURB, GUTTER, OR SIDEWALK IS ADJACENT TO THE SUBJECT PARCELS.



PROJECT ACCESS FIGURE

NOT TO SCALE



Know what's below.
Call before you dig.

NOT FOR
CONSTRUCTION

Engineering • Surveying • Water Rights
Resources • Environmental Services
www.rci-nv.com
Carson City
360 N. Nevada St. Ste. 200
Carson City, NV 89401
775.683.7820



DATE	REVISION

SPECIAL USE PERMIT SITE PLAN
CARSON TAHOE EXECUTIVE, LLC
2040 COLLEGE PARKWAY, CARSON CITY, NV
SITE PLAN



JOB NO.: 22-001
DATE: 11-01-2022
DESIGNED BY: PRC
DRAWN BY: PRC
CHECKED BY: JEC

TRANSFER SITE



Annual Fuel Volumes FY 2008-2022

Fuel Volumes for Jet A									Fuel Volumes for AvGas/100LL						
Annual Fuel Volumes 2008-2021	Jet West	Stellar Aviation	Mercury, dba Atlantic Aviation	Reno Aviation Partners	Sierra Air	RTIA FBO	Aviation Classics (Stead)		Jet West	Stellar Aviation	Mercury, dba Atlantic Aviation	Reno Aviation Partners	Sierra Air	RTIA FBO	Aviation Classics (Stead)
FY 2008-2009	909,726.0		1,358,508.0		378,000.0	2,646,234.0	120,574.0		125,107.0		60,816.0		212,836.0	398,759.0	138,740.0
FY 2009-2010	839,008.0		1,482,916.0		296,268.0	2,618,192.0	220,064.0		95,399.0		65,697.8		36,414.0	197,510.8	128,634.0
FY 2010-2011	205,828.0		1,716,489.0	434,737.0		2,357,054.0	208,808.0		78,662.0		44,228.8		34,868.0	157,758.8	127,368.0
FY 2011-2012			1,814,690.0	503,376.0		2,318,066.0	181,336.0		21,968.0		45,354.0	40,113.0		107,435.0	119,840.0
FY 2012-2013			2,301,228.0	149,956.0		2,451,184.0	164,119.0				47,748.0	63,374.0		111,122.0	135,434.0
FY 2013-2014			2,038,087.0			2,038,087.0	214,775.0				86,916.8	24,977.0		111,893.8	93,690.0
FY 2014-2015			2,113,005.0			2,113,005.0	122,476.0				121,198.6			121,198.6	93,553.0
FY 2015-2016			2,557,808.0			2,557,808.0	169,285.0				140,587.1			140,587.1	89,099.0
FY 2016-2017			2,769,030.0			2,769,030.0	293,256.0				123,110.9			123,110.9	106,754.0
FY 2017-2018			2,933,458.0			2,933,458.0	509,213.0				113,739.6			113,739.6	104,418.0
FY 2018-2019			3,022,715.0			3,022,715.0	317,052.0				146,673.6			146,673.6	72,197.0
FY 2019-2020		203,820.0	2,587,190.0			2,791,010.0	400,653.0			13,982.0	153,129.8			167,111.8	81,421.0
FY 2020-2021		1,086,747.0	2,341,383.0			3,428,130.0	409,109.0			58,198.4	108,627.3			166,825.7	80,852.0
FY 2021-2022		1,678,837.0	2,414,852.0			4,093,689.0	510,695.0			74,672.0	79,583.2			154,255.2	92,477.0
FY 2022-2023		1,192,540.0	1,157,207.0	-	-	2,349,747.0	123,501.0	-	-	40,879.0	52,956.9	-	-	93,835.9	49,219.0

Monthly Fuel Volumes FY 2022-23

Fuel Volumes for Jet A								Fuel Volumes for AvGas/100LL						
Month	Jet West	Stellar Aviation	Mercury, dba Atlantic Aviation	Reno Aviation Partners	Sierra Air Center	RTIA FBO	Aviation Classics	Jet West	Stellar Aviation	Mercury, dba Atlantic Aviation	Reno Aviation Partners	Sierra Air Center	RTIA FBO	Aviation Classics (Stead)
Jul-22	-	197,346.0	168,310.0	-	-	365,656.0	7,616.0	-	7,976.0	9,032.8	-	-	17,008.8	8,361.0
Aug-22	-	181,933.0	177,385.0	-	-	359,318.0	23,259.0	-	7,991.0	9,815.2	-	-	17,806.2	-
Sep-22	-	190,346.0	220,133.0	-	-	410,479.0	46,167.0	-	7,892.0	9,076.0	-	-	16,968.0	16,555.0
Oct-22	-	127,808.0	132,964.0	-	-	260,772.0	7,543.0	-	17,020.0	9,423.7	-	-	26,443.7	8,484.0
Nov-22	-	131,372.0	141,518.0	-	-	272,890.0	15,429.0	-	-	5,905.9	-	-	5,905.9	7,204.0
Dec-22	-	154,167.0	169,916.0	-	-	324,083.0	-	-	-	4,496.0	-	-	4,496.0	-
Jan-23	-	209,568.0	146,981.0	-	-	356,549.0	23,487.0	-	-	5,207.3	-	-	5,207.3	8,615.0
Feb-23	-			-	-	-		-			-	-	-	
Mar-23	-			-	-	-		-			-	-	-	
Apr-23	-			-	-	-		-			-	-	-	
May-23	-			-	-	-		-			-	-	-	
Jun-23	-			-	-	-		-			-	-	-	

Data provided to RTAA by Fuel Providers

Low volume for October 2012 is due to non-reporting by RAP



One Call. One Company...**Done.**

December 13, 2022

Mr. John Lindner
EPIC Aviation
3841 Fairview Industrial Drive SE, Suite 15
Salem, OR 97302

RE: Aviation storage and fueling facility - Carson City, NV

Dear John:

Thank you for the opportunity to provide you with this proposal for Carson City, NV. This proposal has been generated based on our recent conversations that have helped determine specific storage tank size, equipment flow rates, features, and the number of each for the project. As you consider your options for a new fueling system, please consider the items listed below when making your decision:

- 1) **Capabilities:** AEAV is unique in that we can supply equipment only or provide a complete turn-key solution, eliminating the potential headaches of installing a new fueling system. We are currently a licensed contractor in several states and are expanding our reach as we continue to grow.
- 2) **Personnel:** Our team is comprised of individuals that compliment all aspects of the installation of a new fuel system. Our industry experts have been involved in the design and selling of aboveground aviation fueling systems for over 30 years. Our site work crews provide professional installation of concrete, electrical, permitting, etc., and work to complete out projects on time and within budget.

When making your decision, please keep in mind that there are many options, but we believe AEAV is the only company structured to provide nationwide services to the Aviation Market. Our team has been involved in the sale of over 700 AST's and have assisted engineering firms in creating fueling system specifications and designs for airports around the country.

Project Overview

At its location in Carson, City, NV, Stellar Aviation intends to install a new above ground fuel system for its operations. The fueling system will consist of one (1) 20,000-gallon Flameshield Jet-A tank with a Jet-A 200 GPM Jet pumping skid and a 12,000 Gallon Avgas tank with a 200 GPM Avgas pumping skid. It is assumed that the customer will manage the project and AEAV will work closely with the general contractor to provide design and installation information.

Tanks and Pumping Systems

AEAV proposes the following equipment for the project based upon current design concepts provided by the engineer. Please note that the possibility exists for changes to the equipment due to unforeseen requirements that may arise during approval from local City, County or State Authorities Having Jurisdiction.

JET-A STORAGE

Supply one (1) 20,000-Gallon, Double wall, Flameshield 30-year storage tank with the following components and features:

- Internal Epoxy coating for use with Aviation fuel
- Floating suction system with test cable
- Venting as required by NFPA.
- Tank sloped to rear and equipped with hand pump “sumping system” for water removal.
- Fire rated tank shut-off valves and emergency fire shut-off valve. Required to meet NFPA407.
- Ground reading tank level gauge with 90% audible alarm
- 95% overfill protection system with “test feature”.
- Two (2) access manways
- Visual Interstitial monitoring indicator
- Painted with high quality paint and labeled with required decals and placards.

1 - 200-GPM JET-A PUMP & FILTER SKID - Additional Options Available

1 - 200-GPM Pump and filter system includes the following components and features:

- Blackmer GX3 pump with 10 HP Explosion proof motor, 230 volts, 3-phase
- Facet filter separator (6th edition) with Gammon 1CC electric water defense, sample ports, and spring-loaded sump sample valve
- 30-Second “relaxation chamber”
- TCS Meter with Mechanical Register Head
- 4” Transport connection with stainless steel basket strainer
- Bottom-load system with 2” x 15’ hose, single point nozzle and electric dead-man control loaded on an electric hose reel.
- Painted with high quality paint and labeled with required decals and placards.
- Skid designed to receive fuel, recirculate and bottom-load mobile refuelers at 200-GPM, Fuel filtered in and out.

AVGAS STORAGE - Additional Options Available

12,000-Gallon Double wall, Flameshield, *Fire Tested*, 30-year storage tank with the following components and features:

- Internal Epoxy coating for use with Aviation fuel
- Venting as required by NFPA.
- 3” Floating Suction piping with anti-siphon valve
- Tank sloped to rear and equipped with “sump drain” for water removal.
- Fire rated tank shut-off valves and emergency fire shut-off valve.
- Ground reading tank level gauge with 90% audible alarm
- 95% overfill protection system with “test feature”.

- One (1) access manway
- Visual Interstitial monitoring indicator
- Painted with high quality paint and labeled with required decals and placards.

AVGAS PUMP & FILTER SKID - Additional Options Available

200-GPM Pump and filter system, includes the following components and features:

- Blackmer GX3 pump with 10 HP Explosion proof motor, 230 volt, 3-phase
- Facet filter separator (6th edition) with Gammon 1CC electric water defense, sample ports, and spring-loaded sump sample valve
- TCS Meter with Mechanical Register Head.
- 3" Transport connection with stainless steel basket strainer
- Bottom-load system with 2" x 12' hose, OPW nozzle and electric dead-man control loaded on an electric hose reel.
- Painted with high quality paint and labeled with required decals and placards.
- Skid designed to receive fuel, recirculate and bottom-load mobile refuelers at 200-GPM, Fuel filtered in and out.

Cost of Equipment, FOB Carson City, NV..... \$ 528,235.00.
Estimated Sales Tax, If applicable..... \$ 39,425.00.
Start-up and training by an AEA factory trained technician..... INCLUDED.

EQUIPMENT OPTIONS:

- 20-Gallon Sump Fuel Recovery systems.....\$ 3,000/EA.
- Side Mounted Ladder and Platform..... \$ 3,000/EA.
- Catwalk across the jet tanks..... \$39,335.00.
- Internal Ladders.....\$ 2,550.00/EA.
- Overfill Protection System for Refuelers (required by NFPA407)..... INCLUDED.
- Electronic tank gauging system (conduit and wiring by others)..... \$ 31,875.00.
- QC Shed \$ 41,975.00.
- Redundant GX-3 Pump and Motor for Jet Fueling System.....\$ 18,435.00.
- Scully Overfill Protection (required by NFPA 407)INCLUDED.

Proposed Schedule

1. After order, it takes about 20-25 weeks to get things delivered – I recommend after permits.

If you have any questions, please feel free to give me a call, 913-634- 6495.

Yours truly,

Paul Sundby

Vice President of Sales and Marketing
 American Environmental Aviation

Notes and Conditions:

1. Permit fees and/or application fees are excluded from this proposal.
2. Preparation of SPCC plan, or amendment to, an existing Hazardous Material Management Plan and/or Hazardous Material Inventor Statement are not included.
3. Cost of any fuel, as needed, for facility testing and line-fill of the new facility is not included.
4. All the piping in above grade and is schedule 10 Stainless Steel.

Others excluded from the sales proposal unless specifically mentioned as included in proposal.

- Fire Extinguishers
- Spill Kit
- Calibration/Certification of the meter(s) – if required
- Crane to off-load the tank(s)
- On-site concrete and /or collision protection
- On-site electrical – including final connection to the AEAV equipment.
- Setting of and connection the credit card reader
- Permits and permitting expenses.
- Electronic tank gauging system and alarms – other than what is standard to meet code.
- SPCC Plan or amendments to the SPCC plan
- Site Signage and supports for site signage. Tanks and equipment will be decaled.
- Any fences or gates
- Time and expense related to FAA visits, TSA badging or escorts as required.
- If there is a substantial material price increase before a contract is signed, the customer shall be responsible for the amount of the increase.

Payment Terms:

Equipment Only Sales: a 25% deposit is required to secure your order. An additional payment of 65% is due before shipment to the site, and the final 10% payment is due 10 days after successful start-up.

AEAV Warranty

American Environmental Aviation (AEAV) warranties the equipment and site construction (if applicable) for one (1) year from the date of substantial completion and operation, or 15 months after completion, if not placed in service, whichever comes first. Tank warranties could be longer and are warranted by the Steel Tank Institute (STI).

SPECIAL USE PERMIT SITE PLAN
FOR
CARSON TAHOE EXECUTIVE, LLC
2640 COLLEGE PARKWAY, CARSON CITY, NV
APN 005-011-083

ABBREVIATIONS:

(SOME ABBREVIATIONS LISTED BELOW MAY NOT BE INCLUDED IN THIS PLAN SET)

Table with 4 columns: Abbreviation, Description, Abbreviation, Description. Includes terms like AC (Asphaltic Concrete), ADA (Americans with Disabilities Act), AFG (Above Finish Grade), etc.



VICINITY MAP
NOT TO SCALE

LEGEND

Legend table with 3 columns: Symbol, Description, Material. Includes symbols for lease boundary, fence line, fire hydrant, water valve, electric vault, etc., and materials like AC Paving, Concrete, Gravel.

SHEET INDEX:

SHEET C1 - TITLE SHEET
SHEET C2 - SITE PLAN

OWNER:

CARSON TAHOE EXECUTIVE LLC
CONTACT: JAMES PICKETT
2640 COLLEGE PARKWAY
CARSON CITY, NEVADA 89706
(775) 398 - 2266

ENGINEER:

RESOURCE CONCEPTS, INC.
CONTACT: JOE CACIOPPO, P.E.
340 NORTH MINNESOTA STREET
CARSON CITY, NEVADA 89703
(775) 883 - 1600

APPLICANT:

BRAMCO CONSTRUCTION CORPORATION
CONTACT: MICHAEL CECCHI
325 S. 18TH STREET
SPARKS, NEVADA 89431
(775) 356 - 1781

PARCEL INFO:

ADDRESS: 2640 COLLEGE PARKWAY
APN: 005-011-83
PARCEL SIZE: 1 ACRE± / 43,458 SF
MASTER PLAN DESIGNATION: PUBLIC / QUASI - PUBLIC
ZONING: PUBLIC REGIONAL ("PR")

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD83(94) BASED UPON REAL TIME KINEMATIC GPS OBSERVATIONS, OBSERVED JULY 7, 2022 USING A SURVEY GRADE DUAL FREQUENCY GPS RECEIVER FROM CC053 MODIFIED BY A COMBINED FACTOR OF 1.0002, SCALED FROM 0.00N ,0.00E AND CONVERTED TO U.S. SURVEY FEET. ALL DIMENSIONS ON THIS MAP ARE GROUND DISTANCES.

BASIS OF ELEVATIONS:

DATUM: NAVD 88
PROJECT BENCHMARK = 53
HAVING AN ELEVATION OF 4714.97'

PROJECT CONTROL

Table with 5 columns: POINT, NORTH, EAST, ELEVATION, DESCRIPTION. Contains control points 53, 500, 501, and 502 with their respective coordinates and descriptions.



Know what's below.
Call before you dig.

NOT FOR
CONSTRUCTION

Engineering • Surveying • Water Rights
Resources • Environmental Services
www.rci-nv.com

Carson City
340 N. Minnesota St.
Carson City, NV 89703-4152
775-583-1600



Table with 2 columns: DATE, REVISION. Multiple empty rows for recording changes.

SPECIAL USE PERMIT SITE PLAN
CARSON TAHOE EXECUTIVE, LLC
2640 COLLEGE PARKWAY, CARSON CITY, NV

TITLE SHEET

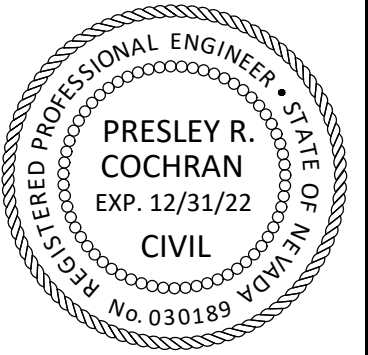


Table with 2 columns: Field, Value. Includes JOB NO. (22-301), DATE (11-21-2022), DESIGNED (PRC), DRAWN (PRC), CHECKED (JEC).



- NOT TO SCALE



SII PLAN



Truck to Truck Transfer Operations Manual

Stellar Aviation of Carson City, LLC
2640 College Parkway
Carson City, Nevada

March 1, 2023

Plan submitted by:

John Lindner _____
Operations, Risk Manager, Epic Fuels

Date: _____

Brad Kost _____
Chief Operating Officer, Stellar Aviation

Date: _____

Plan approved by:

Stellar Aviation _____

Date: _____

Name _____

City of Carson City Airport Authority _____

Date: _____

Name _____

Fire Department _____

Date: _____

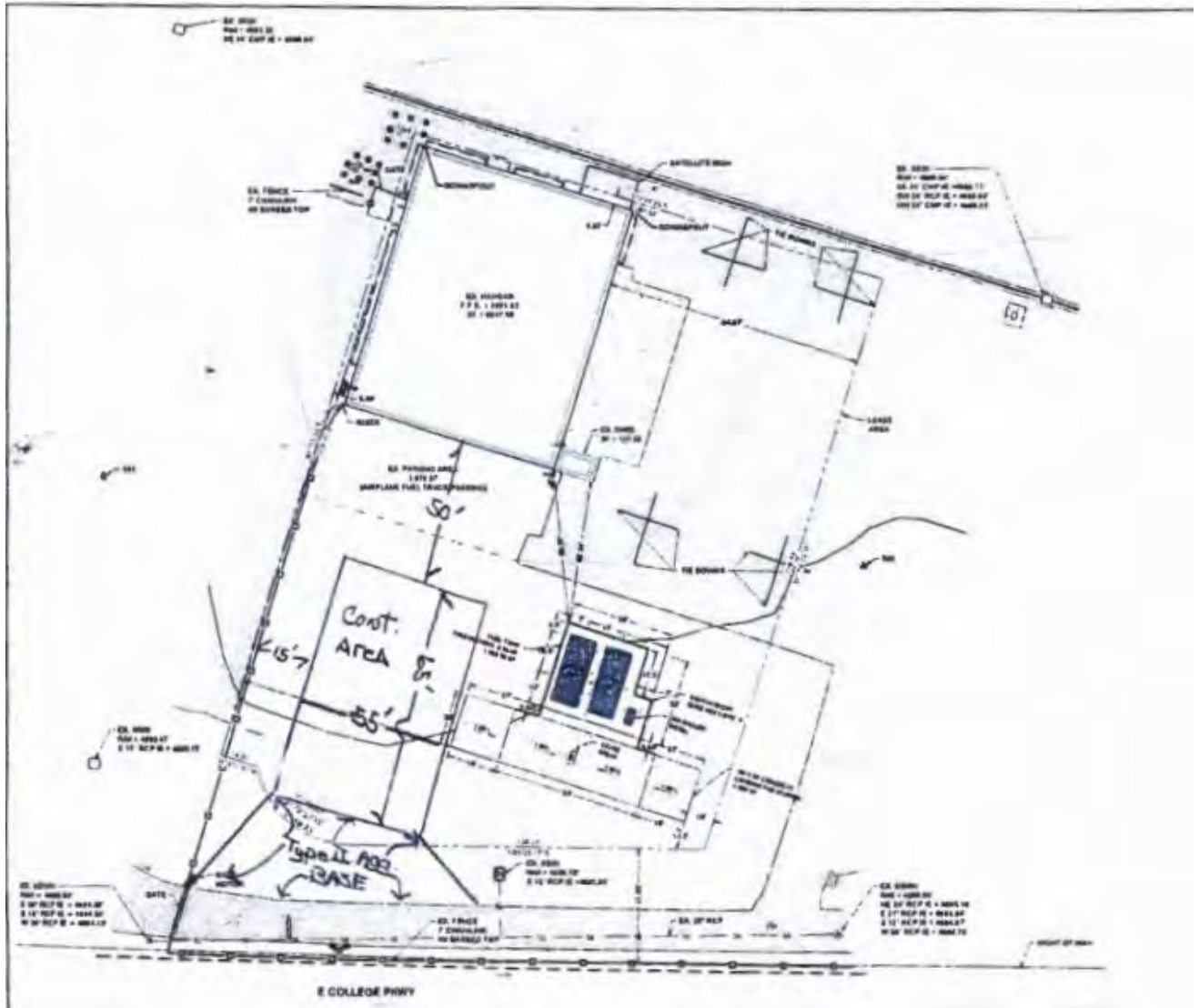
Name _____

Truck to Truck Transfer Skid Truck Table of Contents

Site Layout diagram.....	3
Operation Overview	4
Jet A Transfer Steps	4
Jet A Transfer Steps	5
Refueler description, Jet Refuelers.....	6
Refueler description, Avgas Refueler and Avgas Transfer skid.....	7
Additional Equipment	8
Product ID Jet – A.....	9
Product ID Avgas 100LL.....	9
Transport Q.C. and loading procedures.....	10
Emergency contact numbers.....	13
Transfer site photo	14
Training outline	15

Site for operation

The transfer site will be located at a section of unused ramp space. There are no aircraft located in this area now and it is located away from the aircraft operations area. The transfer pad and containment is approx.. 65' X 55'. It is over 50' from any existing building and over 15' from the existing fence line. The base for the pad and drive area will be stabilized as recommended by the containment manufacture.



Operation overview

This is a temporary operation.

It is expected that the actual term for this operation will be **six (6) months** (depending on permits).

This operation does not require the use of temporary transport trailers or temporary aboveground storage tanks. Instead, it utilizes an aircraft refueling vehicle to transfer product as follows.

Jet A Transfer

- Further steps are as follows
- A minimum of two Stellar personnel will participate in the fuel transfer procedure.
- Stellar personnel will conduct a pre-load briefing with the transport truck driver prior to commencing the fuel transfer.
- Stellar personnel shall verify that the spill containment materials detailed in this manual are in place prior to commencing the transfer procedure.
- Ensure the load will fit into the receiving vehicle by recording the volume on board the receiving refueler.
- Bonding between each vehicle shall be performed. The transfer refueler will be fitted with two (2) ground reels.
- QC is performed and documented on the transport
- The transport would connect to the “pump suction” 3-inch camlock. A spill pan will be inserted under this connection. Camlock ears shall be secured.
- 2 Truck transfer (Transport Truck to TR to itself) – This operation would include the transport truck being connected to the transport refueler. The TR would then use its single point hose and connect to its own bottom load to fill its onboard tank. In this case, it would be best to ensure that the transport truck and the TR are each in one of the containment lanes during transfer.
- 3 Truck transfer (Transport Truck to TR to RR) – This operation would include the transport truck being connected to the transport refuelers pump. The TR would then use its single point hose and connect to the RR bottom load to fill its tank. Since there are only 2 containment areas / lanes, best practice would be to ensure that the 2 receiving trucks were in containment.
- The meter will be zeroed
- The transfer can begin.
- The high level shut off will be tested and confirmed to be operational.
- The airport operator and the driver shall remain with the transfer at all times.

- On completion the hoses and bonding wires will be disconnected and stored.
- At this point the transport can depart and is escorted out.

Upon completion of the filling of the refueling vehicles, they will be parked in the refueler parking area and be parked ten (10) feet apart.

Avgas 100LL Transfer

- The offloading meter is zeroed, and preset is set to the desired gallons to be loaded onto the refueler.
- The loading hose is connected. Then the transport internal valve and manifold valve is opened and the receiving refueler bottom load isolation valve is open. This process will aid in expelling the air from the system.
- For the transfer of Avgas, the vapor recovery hose must be connected between the transport and the refueler.
- The transfer skid's engine can be started, and the transfer can begin.
- The high level shut off will be tested and confirmed to be operational.
- The airport operator and the driver shall always remain with the transfer.
- At the start of the transfer check all hoses and couplings for drips or leaks. Discontinue immediately if any are noticed.
- Monitor the filter DP gauge during the transfer.
- At the end of the delivery close the nozzle and the isolation valves, switch off the offloading pump, and shut off the transfer skid's engine.
- The carefully disconnect the nozzle from the refueler, disconnect the vapor recovery hose, and bonding wire(s).
- At this point the transport can depart and is escorted out.

Refueler Description

The refuelers meet the requirements of NFPA 385, 407, 70, IFC 2018 and meet DOT requirements.

All refuelers have testable high level shut off devices.

All refuelers have dry break bottom loading (there will be NO top loading allowed) Note: the transfer refueler will have a 3-inch cam lock fitting to connect the transport hose.

The Avgas refueler has a 2 ½-inch dry break bottom load connection.

All refuelers have bonding cables.

The following is a list of refuelers that will be use on site:

Product	Unit #	Tank size	Tank material
Jet A	R20114	5,000 USG	Aluminum
Jet A	R21502	7,000 USG	Aluminum
Avgas	R20708	1,000 USG	Aluminum

Jet A Refuelers

R21502 & R20114



- Diesel engine driven centrifugal pump with emergency shut off
- Filter water separator with water defense, pressure differential gauge, and system pressure gauge.
- Meter
- All spit lines plumbed to tank.
- Bonding for the transport and refueler
- Rate of flow <300 G. P. M.
- Aluminum plumbing
- Deadman
- Selective couplings for product
- Single point for Jet A

Avgas Refueler Description



R 20708

- Diesel engine
- Centrifugal pump
- Hose reel
- Tank level gauge
- Dual high level shut offs
- Vapor recovery
- Bonding /ground wire
- Bottom loading with dry break for bottom loading

Avgas Transfer Skid Description



GSE 7



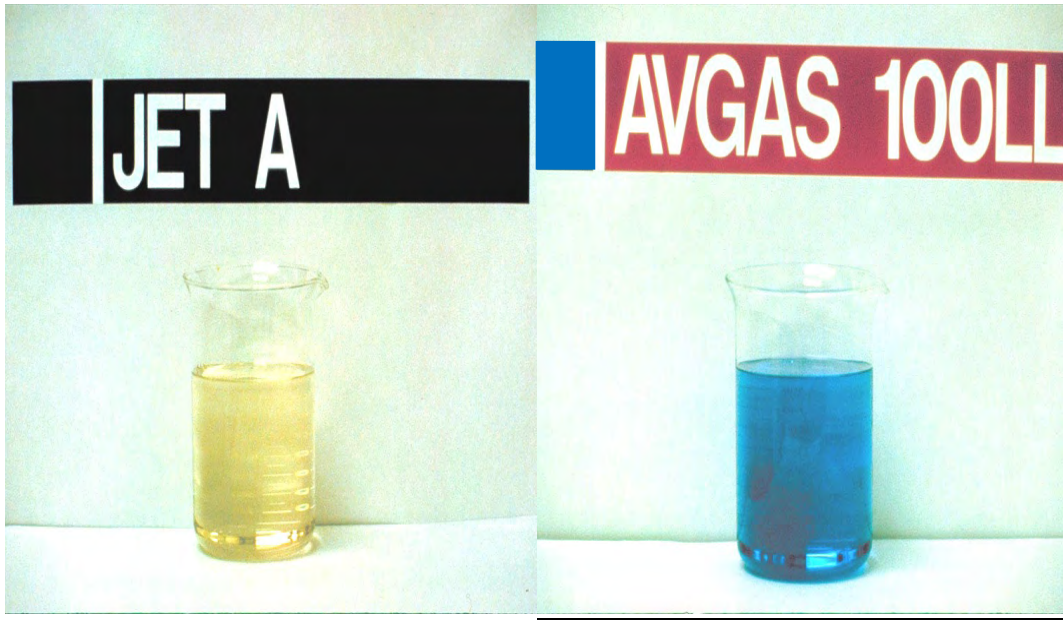
- Trailer mounted
- Diesel engine
- Centrifugal pump
- Engine strangler
- Meter with gallon preset
- Deadman
- Filter
- Static relaxation
- Bonding /ground wire

- Dedicated suction hose
- Bottom loading with dry break for bottom loading

Additional required equipment

- 2) Drip pan(s)
- 2) Approved white bucket, porcelain coated, stainless steel with bonding wire.
- 2) 55-gallon drums for QC fuel
- 2) Covered funnels 2" threaded for drums
- 1) Gravity test kit.
- 2) Spill kit including booms
- 2) 20 Lb "BC" fire extinguishers.
- 10) Safety cones

Product ID



Jet Fuel, Aviation Turbine Engine is water white to straw in color. *It meets ASTM specification D1655 for Aviation Turbine Engines.* The API approved decal is black with white letters.

100 Low Lead Aviation Gasoline or 100LL Jet A AVGAS has a lean octane rating of at *It* least 100 and is *blue* in color. *It meets specification for reciprocating engines* requiring at least a 100 Octane rating. The API approved decal is red with white letters and it has a blue band on the left side.

Transport Q.C. and loading procedures:

After vehicles are correctly positioned, apply the handbrake. Switch off the engine. The transport must settle for 10 minutes before any product samples can be taken. The transport driver must provide to the airfield operator, the Epic Release Certificate, Bill of Lading, and Certificate of Analysis. These documents contain the following information: product grade and quantity; batch number; date; batch API gravity; certification that the product was free from dirt and water after loading.

For any transfer, ensure that the following items are in serviceable condition and positioned correctly. Check condition prior to every transfer

(1) spill pan

(1) spill kit,

(2) 20 lb "BC" fire extinguishers

Containment is secure and drain is closed

NOTE: If any of the above items are missing or damaged the transfer may not occur until suitable replacements are in position.

Prior to the pre-discharge inspection, the driver or airport inspector shall connect the bonding wire to the designated point on the transport and the refueler.

All deliveries must be attended by an airport operator and the transport driver throughout the total delivery. Offloading will cease if the transport driver or the airport operator leave the offloading area.

The driver shall observe the airport inspector performing the following tasks.

Check the receiving refueler tank to ensure see that there is enough ullage. Initial tank gauge readings to be recorded on the Airfield Receipt Record.

NOTE: Should it be determined that the load to be received will not fit. Stop, and contact the Manager.

After the 10-minute settling time has elapsed, a two-quart sample will be Obtained from each transport compartment to be offloaded per following instructions

The samples will be drawn into a bonded stainless steel or approved white bucket and examined for color and evidence of water or dirt.

Some of the fuel sample will be poured into API Gravity measuring cylinder to carry out the API gravity check.

API gravity of the product will be determined, temperature corrected and compared with the API gravity quoted on the Release Certificate. This should be accomplished by the airport inspector as outlined below.

Read the API gravity of the product sample. with eye at the same level as the meniscus to ensure accurate reading. Raise the hydrometer just enough to read the temperature without removing it completely out of the liquid. Removing it from the liquid will adversely affect the measurement.

Using the conversion tables, the convert the measured gravity to the gravity at the standard temperature of 60 Degrees Fahrenheit.

The corrected gravity will then be compared to the API gravity documented on the Release Certificate. If the corrected API Gravity differs by more than one degree from that documented on the Release Certificate, then the matter must be investigated. If a satisfactory explanation cannot be found, then the consignment must not be discharged.

Record the results of the pre-discharge inspection on the Airfield Receipt Record.

If any of the checks are not satisfactory then the driver should notify the dispatch for instructions.

If all the checks prove satisfactory, then the driver can prepare to offload the product.

Caution: EXTREAME CARE MUST BE EXERSIZED WHEN CONNECTING THE TRANSPORT TO ENSURE THE FITTINGS ARE TIGHT AND LEAK FREE

- Zero or clear offloading meter
- Secure the camlock ears on the transport hose
- Connect the loading and the offloading hoses.
- Open the transport internal valve, manifold valve.
- Close the transfer refuelers tank maintenance valve.
- Open the refuelers bottom load isolation valve.

Start the engine on the transfer refueler. Check all hoses and couplings for drips or leaks.

Operate the deadman. Check all hoses and couplings for drips or leaks throughout the delivery and discontinue immediately if any are noticed.

Test the primary and secondary high-level pre-checks for proper operation.

Check the DP gauge during the transfer.

At the end of the delivery ensure the transport hose is empty. Close the transport hose isolation valves, release the deadman, switch off the offloading pump, and close all remaining valves.

Carefully disconnect the transport hose from the transport and cap the end. Disconnect the bottom loading hose, and bonding wire(s).

Reconcile the tank quantities to the amount delivered.

Record all information on the Airfield Receipt Record and sign the Release Certificate certifying that the proper amount of fuel was delivered to the proper tank.

Give a copy of the signed Release Certificate to the driver to be returned to the originating terminal.

Before moving the transport truck, the airport inspector shall ensure that all spill equipment is clear, all valves are closed, all offloading hoses are disconnected, all coupling, and hose dust caps are installed properly prior to allowing the transport to leave.

At this point the transport can depart.

This policy also requires that the following steps be performed prior to releasing the refueler.

- Recirculate the receiving truck a minimum of 2 times the volume of fuel on board.
- The product must be allowed to settle for 1 hour.
- Then perform a clear and bright test on the refueler from the tank sump(s) as well as the filter sump.
- Perform an API gravity on the refuelers tank. This is checked against the delivered API gravity

Emergency Notification numbers

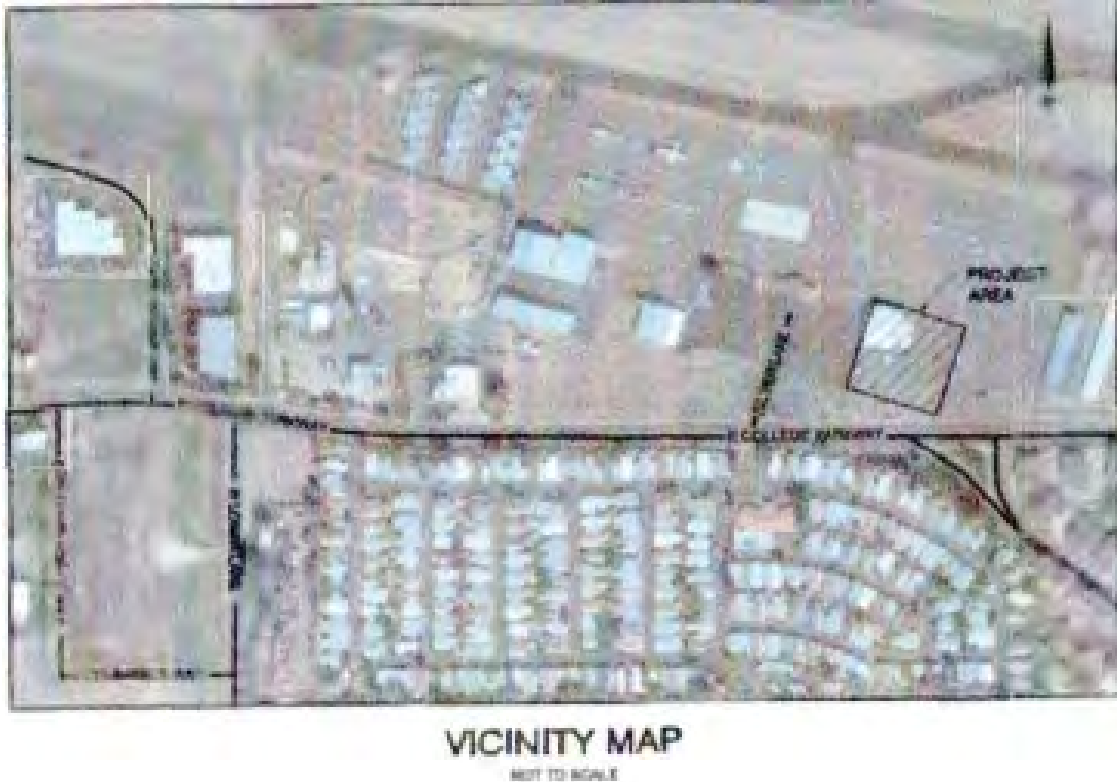
Fire / Police / Ambulance **911**

Airport Authority (CCAA) – Manager -	775-841-2255
Airport Fire Department (crash crew) -	911
Stellar Contacts:	
General Manager – Brad Kost	561-212-8416
Assistant GM– Dave Lussier	248-704-7760
Spill Responder – Bramco Construction	775-741-7610

Additional contacts:

Epic Fuels (24 hour)	800-752-9220
Mike Blackburn - Regional Technical Representative	909-419-3030

Transfer Site



Stellar Aviation – Carson City, NV

Trainer: Mike Blackburn

Date: _____

Sign in on attendance sheet. Issue training evaluation forms

- ❑ Familiarization with Facility and Ramp area for fueling staging area.
 - Review emergency plan for fueling activity.
 - Check for properly positioned fire equipment.
 - Inspect spill response equipment on site and use.
 - Discuss use of PPE with employee and proper use.
 - Have all emergency response numbers posted and identified by all personnel.

Discuss response and reporting procedures for all listed activities.

- ❑ Mobile Equipment inspection, operation and daily checks.
 - Inspection of refueling equipment.
 - Jet A Refueler.
 - Jet A Transfer Refueler
 - Avgas Refueler
 - Avgas Transfer Skid
 - Operation of refueling equipment.
 - Jet A Refueler
 - Jet A Transfer Refueler
 - Avgas Refueler
 - Avgas Transfer Skid
- ❑ Driving Regulation of Refueling equipment and misuse of equipment.
 - Specific driving regulations.
 - Right of way.
 - Prohibited over the road usage of equipment.
 - Positioning while refueling.
 - Parking distances of equipment.
- ❑ Fuel identification and different grades of fuel.
 - Avgas color, what it may smell like.
 - Jet A color, what it may smell like.
 - Avgas grades and color difference.
- ❑ Misfueling program and importance of proper Aircraft identification.
 - Discuss important points and review.
- ❑ Truck to Truck / Transfer Skid Operational Manual.
 - Have employee read Operational manual.
 - Review and discuss procedures covered.
- ❑ Introduce Employee to the Emergency Reporting Poster
- ❑ Give copy of Epic QC Manual to employee and have employee review.
- ❑ Discuss use of white bucket test and importance.
- ❑ Give hand on training to conducting API specific gravity on Aviation Fuel.
- ❑ Receiving Aviation Fuel into storage from Transport truck.
 - Documentation checks before accepting delivery.
 - Pre-Delivery Checks to be performed before receipt.
 - Delivery procedures according to Operation Manual (Truck to Truck/ Transfer Skid).
 - Product Settling and addition QC checks.

Inventory Control records.

- ❑ Conduct checks and inspections for Refueler operations at the Airport with proper paperwork to accompany both Avgas and Jet-A Refuelers.
 - Daily check to be performed the start of each day by employees and logged on proper forms.
 - Discuss added importance of inventory control with no bulk storage.
 - Conduct API specific gravity checks after product is circulated.
 - Additional sumping is required, proper handling of sumps.



L-Bracket Installation Instructions

1- Prepare Surface:


a- Concrete Pad or Hard Ground: Surface should be level and free of debris or rough/sharp edges.

b- Rough Terrain: Remove as much debris and rough/sharp edges from the area as possible. Use a ground mat, tarp, or non-woven geotextile as an underlayment for berm.

2- Unfold berm over prepared surface or underlayment. Stretch berm out fully in all directions.

3- Locate wall slots/sleeves and insert L shaped support brackets. The bottom of the L should be under the berm.

4- Locate wall slots and insert L shaped support brackets. The bottom of the L should be under the berm.

Any questions? (()) Call us today at 1-800-474-7294.

Interstate Products has been providing berms for 2 decades.



Service Level - Check Out Our 3,500+ THIRD PARTY Reviews

4.8 Overall Satisfaction Rating

<https://www.shopperapproved.com/reviews/interstateproducts.com>

Chat online from 7 AM to 10 pm - Phone 7:30 AM to 8 PM

(1-800-474-7294) OR CALL AFTER HOURS AT 1-800-238-4259.

Interstate Products, Inc
6561 Palmer Circle Suite A
Sarasota, FL 34238
website: store.interstateproducts.com
hone: 800-474-7294 or 941-377-8610





INTERSTATE PRODUCTS

Interstate Products Inc. 1-800-474-7294 berms@interstateproducts.com



*L Bracket Berms can be used for many applications.
**IF You will be using this Berm for a drive in and drive out applications, it is important to go straight in and straight out. Do not try to enter the berm on an angle.

Optional Equipment: Track Mats (if ordered):

a- Lay Track Mat (pair) on top of berm liner creating lane for vehicles to drive* in the berm's center. Track mats serve as runners for the tires. One mat per row of truck tires.



Applications include, trucks, trailers, tanks, drums, totes, transformer, generator, refuelers, and various other types of equipment Spill Containment.

Interstate Products Inc. · 6561 Palmer Park Circle Suite A Sarasota, Florida 34238
USA (800) 474-7294 · 1-941-377-8610 <https://store.interstateproducts.com>

XR-5® Fluid Resistance Guidelines

The data below is the result of laboratory tests and is intended to serve only as a guide. No performance warranty is intended or implied. The degree of chemical attack on any material is governed by the conditions under which it is exposed. Exposure time, temperature, and size of the area of exposure usually varies considerably in application, therefore, this table is given and accepted at the user's risk. Confirmation of the validity and suitability in specific cases should be obtained.

When considering XR-5 for specific applications, it is suggested that a sample be tested in actual service before specification. Where impractical, tests should be devised which simulate actual service conditions as closely as possible.

CHEMICAL / ENVIRONMENTAL RESISTANCE CHART

Exposure	Rating	Exposure	Rating
AFFF	A	JP-4 Jet Fuel	A
Acetic Acid (5%)	B	JP-5 Jet Fuel	A
Acetic Acid (50%)	C	JP-8 Jet Fuel	A
Ammonium Phosphate	T	Kerosene	A
Ammonium Sulfate	T	Magnesium Chloride	T
Antifreeze (ethylene glycol)	A	Magnesium Hydroxide	T
Animal Oil	A	Methanol	A
Aqua Regia	X	Methyl Alcohol	A
ASTM Fuel A (100% Iso-octane)	A	Methyl Ethyl Ketone	X
ASTM Oil #2 (Flash pt. 240° C)	A	Mineral Spirits	A
ASTM Oil #3	A	Naphtha	A
Benzene	X	Nitric Acid (5%)	B
Calcium Chloride Solutions	T	Nitric Acid (50%)	C
Calcium Hydroxide	T	Perchloroethylene	C
20% Chlorine Solution	A	Phenol	X
Clorox	A	Phenol Formaldehyde	B
Conc. Ammonium Hydroxide	A	Phosphoric Acid (50%)	A
Corn Oil	A	Phosphoric Acid (100%)	C
Crude Oil	A	Phthalate Plasticizer	C
Diesel Fuel	A	Potassium Chloride	T
Ethanol	A	Potassium Sulphate	T
Ethyl Acetate	C	Raw Linseed Oil	A
Ethyl Alcohol	A	SAE-30 Oil	A

CHEMICAL / ENVIRONMENTAL RESISTANCE CHART CONTINUED

Exposure	Rating	Exposure	Rating
Fertilizer Solution	A	Salt Water (25%)	B
#2 Fuel Oil	A	Sea Water	A
#6 Fuel Oil	A	Sodium Acetate Solutions	T
Furfural	X	Sodium Bisulfite Solution	T
Gasoline	B	Sodium Hydroxide (60%)	A
Glycerin	A	Sodium Phosphate	T
Hydraulic Fluid- Petroleum Based	A	Sulphuric Acid (50%)	A
Hydraulic Fluid- Phosphate Ester Based	C	50% Tanic Acid	A
Hydrocarbon Type II (40% Aromatic)	C	Toluene	C
Hydrochloric Acid (50%)	A	Transformer Oil	A
Hydrofluoric Acid (5%)	A	Turpentine	A
Hydrofluoric Acid (50%)	A	Urea Formaldehyde	A
Hydrofluosilicic Acid (30%)	A	UAN	A
Isopropyl Alcohol	T	Vegetable Oil	A
Ivory Soap	A	Water (200°F)	A
Jet A	A	Xylene	X
		Zinc Chloride	T

RATING KEY:

- A - Fluid has little or no effect
- B - Fluid has minor to moderate effect
- C - Fluid has severe effect
- T - No data-likely to be acceptable
- X - No data-not likely to be acceptable

For questions on XR-5 or other specialty fabrics available, please call us at 1-800-474-7294.

Ratings are based on visual and physical examination of samples after removal from the test chemical after the samples of Black XR-5 were immersed for 28 days at room temperature. Results represent ability of material to retain its performance properties when in contact with the indicated chemical.

We believe this information is the best currently available on the subject. We offer it as a suggestion in any appropriate experimentation you may care to undertake. It is subject to revision as additional knowledge and experience are gained. We make no guarantee of results and assume no obligation or liability whatsoever in connection with this information. In case of conflict between standard and metric specifications, standard shall apply.



IXR[®]
GEOMEMBRANES
By Seaman Corporation

PRODUCT SAMPLES

PROVEN IN THE WORLD'S MOST DEMANDING ENVIRONMENTS

Recognized globally for engineering XR® Geomembranes, Seaman Corporation has been providing high-performance containment solutions for over 35 years.

Using a proprietary, vertically integrated process, which allows control over the manufacturing of our products from beginning to end, XR geomembranes are constructed around a high-strength base fabric employing a proprietary EIA-based coating formulation. This approach results in a geomembrane that is both stronger and more flexible than other geomembranes, and provides the industry's high standards of geomembrane versatility, durability and performance.

Performance Advantages:

- Superior UV Resistance
- Low Thermal Expansion / Contraction
- Extreme Chemical Resistance
- Superior Tensile Strength
- High Puncture Resistance
- Dynamic/Repeated Flexing
- High/Low Temperatures





XR-5®

For over 35 years, XR-5® has been used by engineers who needed the strongest geomembrane for use in the world's harshest conditions. XR-5 is the highest-strength and most chemically resistant fabric on the market. XR-5 was developed to contain and protect against acids, oils and methane. Across the world, XR-5 provides superior protection for a wide variety of applications such as lagoon liners, secondary containment, floating covers, wastewater baffles and spill berms.

8130 / 8138

Property	Test Method	Result
Base Fabric Type	ASTM D 751	Polyester
Base Fabric Weight		6.5 oz/yd ² nominal (220 g/m ² nominal)
Thickness	ASTM D 751	8130: 30.0 mils nominal (0.76 mm min.) 8138: 40.0 mils nominal (1 mm min.)
Weight	ASTM D 751	8130: 30.0 ± 2.0 oz/yd ² (1017 ± 2 g/sq. m) 8138: 38.0 ± 2.0 oz/yd ² (1288 ± 2 g/sq. m)
Tear Strength	ASTM D 751 - Trap Tear	40/55 lb. min. (175/245 N min.)
Breaking Yield Strength	ASTM D 751 - Grab Tensile	550/550 lb. min. (2,448/2,448 N min.)
Low Temperature Resistance	ASTM D 2136 - 4hrs-1/8in Mandrel	Pass @ -30° F (Pass @ -34° C)
Dimensional Stability	ASTM D 1204 - 212° F / 100° C-1 hr.	0.5% max. each direction
Hydrostatic Resistance	ASTM D 751 - Method A	800 psi min. (5.51 MPa min.)
Blocking Resistance	ASTM D 751 - 180° F / 82° C	#2 Rating max.
Adhesion-Ply	ASTM D 413 -Type A	15 lb./in. min. or film tearing bond (13 daN/5 cm min. or FTB)
Adhesion-Heat Welded Seam	ASTM D 751 - Dielectric Weld	40 lb./2in. min. (17.5 daN/5 cm min.)
Dead Load Seam Strength	ASTM D 751 - 4-Hour Test	Pass 240 lb./in. @ 70° F (Pass 1,068 N/2.54 cm @ 21° C) Pass 120 lb./in. @ 160° F (Pass 534 N/2.54 cm @ 70° C)
Bonded Seam Strength	ASTM D 751 - Procedure A, Grab Test Method	550 lb. min. (2,450 N min.)
Abrasion Resistance	ASTM D 3389 - H-18 Wheel 1 kg Load	2,000 cycles min. before fabric exposure, 50 mg/100 cycles max. weight loss
Weathering Resistance	ASTM G 153	8,000 hours min. with no appreciable change or stiffening or cracking of coating
Water Absorption	ASTM D 471, Section 12 - 7 Days	0.025 kg/m ² max. @ 70° F/21° C 0.14 kg/m ² max @ 212° F/100° C
Wicking	ASTM D 751	1/8in max. (0.3 cm max.)
Bursting Strength	ASTM D 751 Ball Tip	750 lb. min. (3,330 N min.)
Puncture Resistance	ASTM D 4833	275 lb. min. (1,200 N min.)
	FTMS 101C Method 2031	350 lb. approx. (1550N approx.)
Coefficient of Thermal Expansion/Contraction	ASTM D 696	8 x 10 ⁻⁶ in/in/° F max. (1.4 x 10 ⁻⁵ cm/cm/° C max.)
Environmental/Chemical Resistance Properties	ASTM D 741 - 7-day Total Immersion with Exposed Edges	See Chemical Resistance Table



XR-3®

Recognizing the need for a lighter duty geomembrane, Seaman Corporation developed XR-3® for applications that required moderate chemical resistance and strength. XR-3 uses the same base technology found in XR-5. This versatile and economical geomembrane can commonly be found in municipal wastewater and storm water runoff applications.



8228

Property	Test Method	Result
Base Fabric Type	ASTM D 751	Polyester
Base Fabric Weight		3.0 oz/yd ² nominal (102 g/m ² nominal)
Thickness	ASTM D 751	30.0 mils nominal (0.76 mm min.)
Weight	ASTM D 751	28.0 ± 2.0 oz/yd ² (950 ± 70 g/sq. m)
Tear Strength	ASTM D 751 - Trap Tear	30/30 lb. min. (133/133 N min.)
Breaking Yield Strength	ASTM D 751 - Grab Tensile	250/200 lb. min. (1,110/890 N min.)
Low Temperature Resistance	ASTM D 2136 - 4hrs-1/8in Mandrel	Pass @ -25° F (Pass @ -32° C)
Dimensional Stability	ASTM D 1204 - 212° F / 100° C-1 hr.	5% max. each direction
Hydrostatic Resistance	ASTM D 751 - Method A	300 psi min. (2.07 MPa min.)
Blocking Resistance	ASTM D 751 - 180° F / 82° C	#2 Rating max.
Adhesion-Ply	ASTM D 413 -Type A	15 lb./in. min. or film tearing bond (13 daN/5 cm min. or FTB)
Adhesion-Heat Welded Seam	ASTM D 751 - Dielectric Weld	10 lb./in. min. (9.0 daN/5 cm min.)
Dead Load Seam Strength	ASTM D 751 - 4-Hour Test	Pass 100 lb./in. @ 70° F (Pass 445 N/2.54 cm @ 21° C) Pass 50 lb./in. @ 160° F (Pass 220 N/2.54 cm @ 70° C)
Bonded Seam Strength	ASTM D 751 - Procedure A, Grab Test Method	550 lb. min. (2,450 N min.)
Abrasion Resistance	ASTM D 3389 - H-18 Wheel 1 kg Load	2,000 cycles min. before fabric exposure, 50 mg/100 cycles max. weight loss
Weathering Resistance	ASTM G 153	8,000 hours min. with no appreciable change or stiffening or cracking of coating
Water Absorption	ASTM D 471, Section 12 - 7 Days	0.025 kg/m ² max. @ 70° F/21° C 0.14 kg/m ² max @ 212° F/100° C
Wicking	ASTM D 751	1/8in max. (0.3 cm max.)
Bursting Strength	ASTM D 751 Ball Tip	350 lb. min. (1,557 N min.)
Puncture Resistance	ASTM D 4833	50 lb. min. (225 N min.)
	FTMS 101C Method 2031	205 lb. approx.
Coefficient of Thermal Expansion/Contraction	ASTM D 696	8 x 10 ⁻⁶ in/in/° F max. (1.4 x 10 ⁻⁵ cm/cm/° C max.)
Environmental/Chemical Resistance Properties	ASTM D 741 - 7-day Total Immersion with Exposed Edges	Crude oil 5% max. weight gain Diesel fuel 5% max. weight gain

XR POTABLE WATER

XR Potable Water geomembranes are preferred by more engineers and utility owners for the containment of potable water. This high-strength, flexible geomembrane provides superior puncture, tear and UV resistance. It is the only geomembrane with NSF 61 approval for potable water contact. The versatility of XR-PW geomembranes allows it to be used for many unique applications, including finished water baffles, raw water ponds and floating covers. XR-5 PW is specifically engineered for floating cover applications.

XR5PW 8142 / XR3PW 8130

Property	Test Method	Result
Base Fabric Type	ASTM D 751	XR-3 PW: Polyester 3.0 oz/yd ² nominal (102 g/m ² nominal)
Base Fabric Weight		XR-5 PW: Polyester 6.5 oz/yd ² nominal (220 g/m ² nominal)
Thickness	ASTM D 751	XR-3 PW: 30.0 mils nominal (0.76 mm min.)
		XR-5 PW: 45 mils nominal (1.13 mm min.)
Weight	ASTM D 751	XR-3 PW: 30.0 ± 2.0 oz./sq. yd. (1017 ± 70 g/sq. m)
		XR-5 PW: 42.0 ± 2.0 oz/yd ² (1424 ± 70 g/sq. m)
Tear Strength	ASTM D 751 - Trap Tear	40/55 lbs. min. (175/245 N min.)
Breaking Yield Strength	ASTM D 751 - Grab Tensile	550/550 lb. min. (2,447/2,447 N min.)
Low Temperature Resistance	ASTM D 2136 - 4hrs-1/8in Mandrel	Pass @ -30° F (Pass @ -35° C)
Dimensional Stability	ASTM D 1204 - 212° F / 100° C-1 hr.	0.5% max. each direction
Hydrostatic Resistance	ASTM D 751 - Method A	800 psi min. (5.51 MPa min.)
Blocking Resistance	ASTM D 751 - 180° F / 82° C	#2 Rating max.
Adhesion-Ply	ASTM D 413 -Type A	15 lb./in. min. or film tearing bond (13 daN/5 cm min. or FTB)
Adhesion-Heat Welded Seam	ASTM D 751 - Dielectric Weld	40 lb./2 in. min. (17.5 daN/5 cm min.)
Dead Load Seam Strength	ASTM D 751 - 4-Hour Test	Pass 240 lb./in. @ 70° F (Pass 1,068 N/2.54 cm @ 21° C) Pass 120 lb./in. @ 160° F (Pass 534 N/2.54 cm @ 70° C)
Bonded Seam Strength	ASTM D 751 - Procedure A, Grab Test Method	550 lb. min. (2,450 N min.)
Abrasion Resistance	ASTM D 3389 - H-18 Wheel 1 kg Load	2,000 cycles min. before fabric exposure, 50 mg/100 cycles max. weight loss
Weathering Resistance	ASTM G 153	8,000 hours min. with no appreciable change or stiffening or cracking of coating
Water Absorption	ASTM D 471, Section 12 - 7 Days	0.025 kg/m ² max. @ 70° F/21° C 0.14 kg/m ² max @ 212° F/100° C
Wicking	ASTM D 751	1/8 in. max. (0.3 cm max.)
Bursting Strength	ASTM D 751 Ball Tip	750 lb. min. (3,330 N min.)
Puncture Resistance	ASTM D 4833 FTMS 101C Method 2031	275 lb. min. (1,200 N min.) 350 lbs. (approx.)
Coefficient of Thermal Expansion/Contraction	ASTM D 696	8 x 10 ⁻⁶ in/in/° F max. (1.4 x 10 ⁻⁵ cm/cm/° C max.)
Certifications		NSF 61 approved for potable water

XR GEOMEMBRANES
By Seaman Corporation

XR5 8130

Applications Include:

- Lagoon liners
- Secondary containment
- Floating covers
- Wastewater baffles

XR5 8138

Applications Include:

- Lagoon liners
- Secondary containment
- Floating covers
- Wastewater baffles

XR3 8228

Applications Include:

- Municipal wastewater ponds
- Storm water runoff impoundments

XR5PW 8142

Applications Include:

- Potable water floating covers

XR3PW 8130

Applications Include:

- Potable water pond liners
- Potable water diversion curtains
- Potable water tank liners

XR-5®

XR-3®

XR-5®PW

XR-3®PW

Seaman Corporation

1000 Venture Boulevard
Wooster, OH 44691

Phone: (330) 262-1111
Toll-Free: (800) 927-8578
Fax: (330) 263-6950



www.XR-Technology.com

XR®, XR-5®, XR-3®, XR-5® PW and XR-3® PW are registered trademarks of the Seaman Corporation.



INTERSTATE PRODUCTS, INC.

“Your Road to Quality Environmental Products”



INTERSTATE PRODUCTS, INC. 6561 PALMER PARK CIRCLE SUITE A
SARASOTA, FL 34238

[HTTPS://STORE.INTERSTATEPRODUCTS.COM](https://store.interstateproducts.com)

USA 1-800-474-7294 (TOLL FREE) INTERNATIONAL (941) 377-8610

Interstate Products serving your needs since 1996

Site Selection

The L-Bracket Berm may be installed on asphalt, concrete, sand or soil if the surface is well groomed and level. The site selected must be free of rocks, sticks and other debris that may damage the floor of the berm.

Select a site approximately 6' (1.8m) larger in each direction than the overall berm size. For best operating conditions, the slope of the site selected should not exceed one degree in any direction. Any slope will reduce the capacity of the berm. However, if the site has a slope in only one direction, it can result in better draining of the berm. In this case, the drains provided with the berm should be located at the lowest point of the slope.

Site Preparation

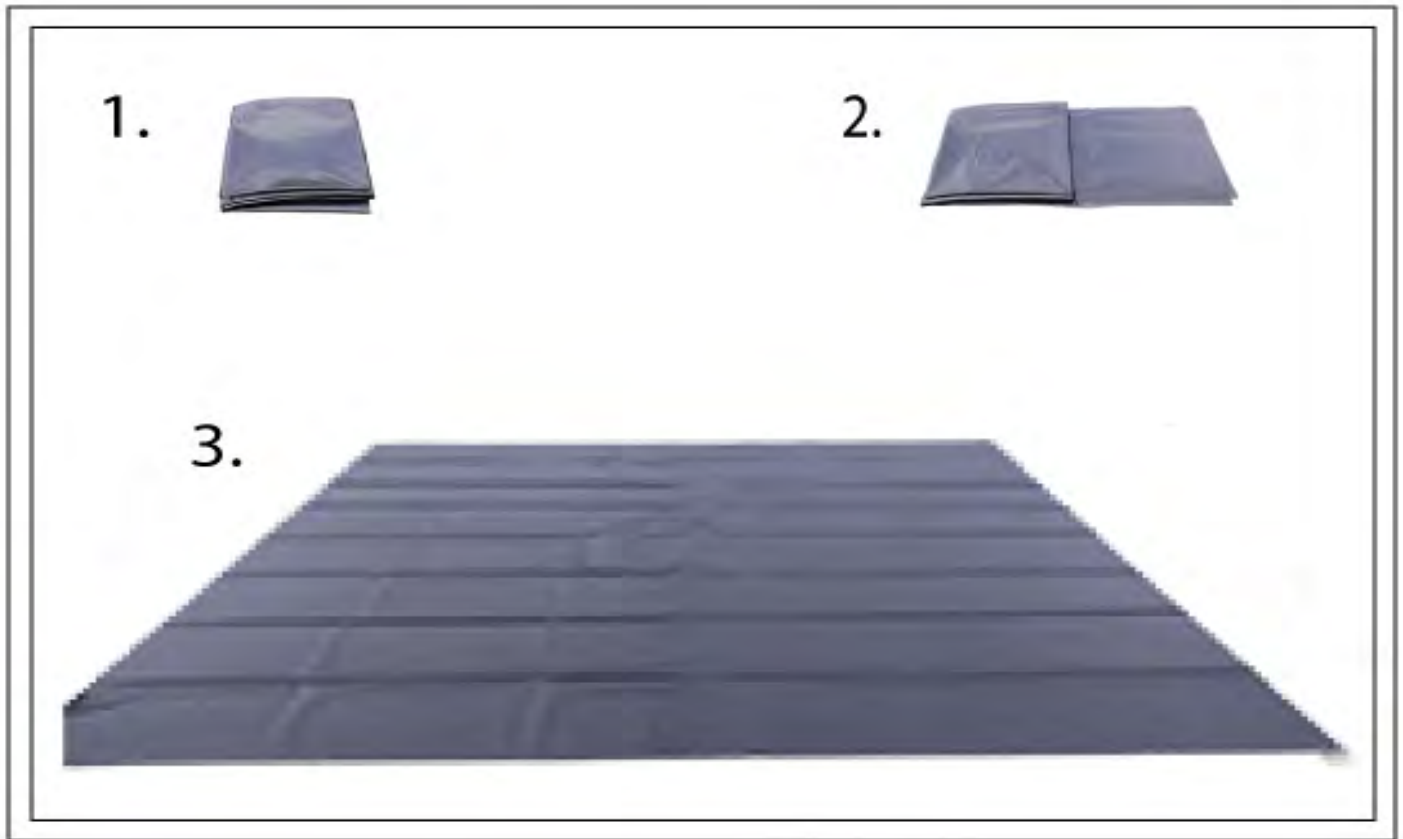
The surface of the ground should be smooth and firm. If the berm is installed on a paved surface, the surface should be swept clean of any debris before installation. The ground supporting the L-Bracket Berm must be firm enough to support the weight of the equipment being contained and the weight of the liquid when the berm is filled to capacity. If the ground is too soft, the berm fabric may stretch and rupture. A Ground Mat is recommended to help protect the bottom surface of the berm from sharp objects.

Note: IPI does not recommend installing the L-Bracket Berm on top of sharp gravel as it may puncture the berm. If the ground surface is too rough or irregular, it must be prepared by placing 1-2" (25-50mm) of pea gravel covered by 1-2" (25-50mm) of sand or soil. This also provides some drainage and helps keep water away from the liner.

Berm Assembly

To assemble the L-Bracket Berm, please follow the procedures below:

1. Move the L-Bracket Berm to the site where it will be installed.
2. Carefully unpack and inspect the contents for any damage that may have occurred during shipping. If the berm was shipped in a reusable container, note how the contents were packaged so they can be easily returned for storage.
3. If the berm is provided with an optional Ground Mat, it must be installed first.
4. Roll out the Ground Mat in the center of the area where the berm will be installed. Then unfold and position to cover the entire containment area.
5. Roll out the L-Bracket Berm and position in the center of the Ground Mat. Check to determine that the floor of the berm is properly aligned and fully spread out evenly on top of the Ground Mat. Important: Do not drag the berm without a barrier to protect the fabric from the ground. Dragging a berm across rough surfaces can damage the geomembrane fabric material.
6. Carefully slide the L-Bracket supports into the openings located on each side of the berm. Continue until all the L-Bracket supports are installed.
7. Once fully assembled, the berm will stand supported on all 4 sides by the L-Bracket wall supports as shown. Check to ensure the drain(s), if included, are installed and the caps are tightened to prevent leaking from the containment area. Your berm is now fully deployed and ready for use.
 - a. Note: If optional Track Mats will be used to reduce wear from vehicle traffic, roll out into position inside the containment area and center where the vehicle wheels will most likely impact the floor of the berm.
If a poly liner will be used to protect the inside of the berm from harmful chemicals, make sure the liner is deployed so that it covers all vertical surfaces and secured at the top of the walls using sprint or binder clips.



Extra protection available for the underside of your berm. When deployed on gravel or rough terrain you may want to consider an optional ground. Proper ground surface preparation prolongs the life of your containment berm. Deploy on flat debris free surface without rough, pointy, or sharp edges. When deployed on smooth concrete, sweep the area clean to reduce wear and tear. Ground mats are recommended for any area where the berm is sitting on rocky or rough terrain.

As a more affordable less protective option, some users choose to lay down non-woven geotextile as a padding under the berm. Non-woven geotextile is normally available at just about any hardware, home improvement, or landscaping shops and is very inexpensive.

Important: In areas prone to high winds, extra cautions or prop wash from aircraft or helicopters, the berm must be secured by using sandbags. The sandbags should be placed inside at the corners and along the inside edges of the berm.

Berm Points to Remember

- If berm has a drain, make sure plug is tight before deployment is complete.
- If on ground and tabs and grommets are included. Stake down to help with wind issues.
- If optional track mats (runners) for truck tires are included, unroll each on top of berm spaced far enough apart to handle each row of tires.
- If any hoses are laying on wall, consider using a bridge to eliminate stress.

Makes sure berm is fully stretched out.

Vehicle Entry/Exit

Vehicles entering or exiting the L-Bracket Berm must make sure all wheels enter the berm without impacting the side walls. Make sure the vehicles entering or exiting the berm have enough room on either end to allow for aligning the vehicle so that straight passage through the berm is possible. When a vehicle is inside of the berm, minimize turning the steering wheel to avoid unnecessary friction against the berm material.

Important: Vehicles cannot enter the berm at an angle that causes the wheels to impact the side walls. Doing this will cause damage to the side walls of the berm. If a vehicle needs to enter at an angle, it will be necessary to remove the L-Bracket supports so that the berm wall will not be damaged.

Note: If sharp or abrasive equipment is to be placed inside the berm, plywood panels should be laid down to help protect the fabric.



Disassembly and Storage:

Before the berm is disassembled, make sure to empty the containment area inside the berm of all fluids. Clean the berm of any contaminants using the appropriate absorbent products and pressure wash with a mild detergent if possible. Reverse the assembly procedure starting with step # 7.

Make sure the berm, Ground Mat and Track Mats are completely dry before repacking for storage. To minimize the risk of damage, the berm should be shipped in its original crate or in an equivalent sturdy, well padded crate. For the best storage life, the system should be stored inside the carrying bag or shipping crate in a cool, dry location that is out of direct sunlight.

Important: If hazardous chemicals were stored, there may be restrictions on the method in which the berm can be transported. Please contact your local carriers to determine how to transport your liner safely. Do not pack and ship containers with fuel residue inside.

Berm Care & Maintenance

General

The following procedures will help to optimize the functionality of your berm and provide years of trouble free operation.

Spill Clean-Up

The L-Bracket Berm is to be used for temporary secondary containment. Spills that are collected within the containment area should be cleaned, neutralized or transferred to permanent holding containers promptly. Minor spills can be addressed by using the appropriate absorbent products to clean the berm. Please contact Interstate Products, Inc. for recommendations regarding absorbents and spill kits.

Chemical resistance data for the material used to fabricate the berm is based on an exposure limit of 28 days duration at room temperature. Additional protection may be achieved by using a thin disposable polyethylene liner to facilitate fast cleanup of chemical spills. Always be sure to contact local authorities regarding the correct procedures for disposing of absorbents or polyethylene sheeting materials.

Removing Water and Foreign Materials

Interstate Products, Inc. will not be liable for any loss of stored liquids or related damage. To maximize spill retention volume, inspect the L-Bracket Berm frequently and remove any rain water, snow, dirt or other debris promptly from the containment area of the berm. In addition, check for any punctures, seam integrity and make sure the drain caps are secure.

If any chemicals are detected floating on the surface or suspended in the water, a filter system should be used to eliminate these chemicals before allowing the water to return to the environment. Interstate Products, Inc. recommends the use of a self-bailing system connected to the drain for filtering hydro-carbons based liquids. For non-hydro-carbon chemicals, contact the local authorities to determine how to safely remove and dispose of the chemicals.

Extending the Service Life of the Berm

As with any equipment, the service life of the L-Bracket Berm can be extended with proper care. The various factors that can affect the service live of the berm include the following:

- Ultra-violet radiation
- Folding
- Abrasion
- Moisture
- Temperature
- Type of liquid stored

The following suggestions will help extend berm service life:

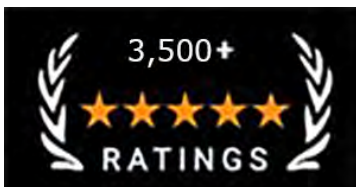
- When moving the liner it should not be dragged or abraded. The folds should be made at different places each time the liner is moved. Be particularly careful with fork-lifts as the liner should be rolled onto the forks rather than sliding the forks under the tank.
- Make sure the fluids contained are compatible with the fabric and that any spilled fluids are always promptly removed/cleaned from the containment area.
- The site should be arranged so the Ground Mat and L-Bracket Berm will not be sitting in water. A ditch around the berm will allow water to collect below the berm installation is recommended.

L-Bracket Berm Warranty

Interstate Products, Inc. (IPI) stands behind every product we sell and is dedicated to providing unsurpassed service and support to our customers.

We warranty the seams and workmanship of the IPI L Bracket Spill Berm for a TENYEAR period from the date of purchase. The XR-5™ 8130 Geo-Membrane, used in most Spill Berms, offers a TENYEAR, PRORATED, warranty for the fabric that covers UV damage, Cracking, Premature Wear, Coating Delamination, and Mold/ Mildew during this term.

Notwithstanding any statement in this paragraph, all products sold by IPI are subject to and limited by the terms of the LIMITED WARRANTY set forth in the Terms of Sale as published on our website. Most small rips and holes can be repaired in the field. Interstate products will provide a loaner heat gun within the 48 continental states to be shipped regular UPS ground. Video and Repair patches will be provided and the loaner heat gun kit must be returned shipping pre-paid to us. Interstate Products, Inc will not be responsible for any transit damage or condition resulting from abuse, misuse, or neglect of the Spill Berm. Any part of the Spill Berm that is abused or altered (without express permission from Interstate Products, Inc) in any manner is NOT covered under the IPI Warranty. If you need your berm repaired by the factory, All Berms sent for repair MUST be pre-authorized and are subject to strict transit and handling provisions. All berms sent for repair must be cleaned thoroughly and free of any chemical or fuel contamination. IPI is not responsible for transportation/shipping costs for product returned to the factory for warranty repair or the transportation/shipping costs of returning the product back to the customer. Standard berms are made from XR5-8130 fabric.



Service Level - Check Out Our 3,400+ THIRD PARTY Reviews
4.8 Overall Satisfaction Rating
<https://www.shopperapproved.com/reviews/interstateproducts.com>
Chat online from 7 AM to 10 pm - Phone 7:30 AM to 8 PM
(1-800-474-7294) OR CALL AFTER HOURS AT 1-800-238-4259.

Applications include but are not limited to below:



Why XR[®] Technology?

Track Record

For over 25 years, XR technology has set the industry standard for geomembrane strength, durability and performance. Plus our long record of successful installations containing a variety of harsh liquids has given Seaman Corporation a recognized position of leadership in this very specialized field. XR technology is used in all types of applications including pond liners, secondary containment, floating covers, wastewater baffles and potable water containment.

XR-5® Fluid Resistance Guidelines

The data below is the result of laboratory tests and is intended to serve only as a guide. No performance warranty is intended or implied. The degree of chemical attack on any material is governed by the conditions under which it is exposed. Exposure time, temperature, and size of the area of exposure usually varies considerably in application, therefore, this table is given and accepted at the user's risk. Confirmation of the validity and suitability in specific cases should be obtained.

When considering XR-5 for specific applications, it is suggested that a sample be tested in actual service before specification. Where impractical, tests should be devised which simulate actual service conditions as closely as possible.

CHEMICAL / ENVIRONMENTAL RESISTANCE CHART			
Exposure	Rating	Exposure	Rating
AFFF	A	JP-4 Jet Fuel	A
Acetic Acid (5%)	B	JP-5 Jet Fuel	A
Acetic Acid (50%)	C	JP-8 Jet Fuel	A
Ammonium Phosphate	T	Kerosene	A
Ammonium Sulfate	T	Magnesium Chloride	T
Antifreeze (ethylene glycol)	A	Magnesium Hydroxide	T
Animal Oil	A	Methanol	A
Aqua Regia	X	Methyl Alcohol	A
ASTM Fuel A (100% Iso-octane)	A	Methyl Ethyl Ketone	X
ASTM Oil #2 (Flash pt. 240° C)	A	Mineral Spirits	A
ASTM Oil #3	A	Naphtha	A
Benzene	X	Nitric Acid (5%)	B
Calcium Chloride Solutions	T	Nitric Acid (50%)	C
Calcium Hydroxide	T	Perchloroethylene	C
20% Chlorine Solution	A	Phenol	X
Clorox	A	Phenol Formaldehyde	B
Conc. Ammonium Hydroxide	A	Phosphoric Acid (50%)	A
Corn Oil	A	Phosphoric Acid (100%)	C
Crude Oil	A	Phthalate Plasticizer	C
Diesel Fuel	A	Potassium Chloride	T
Ethanol	A	Potassium Sulphate	T
Ethyl Acetate	C	Raw Linseed Oil	A
Ethyl Alcohol	A	SAE-30 Oil	A

Exposure	Rating	Exposure	Rating
Fertilizer Solution	A	Salt Water (25%)	B
#2 Fuel Oil	A	Sea Water	A
#6 Fuel Oil	A	Sodium Acetate Solutions	T
Furfural	X	Sodium Bisulfite Solution	T
Gasoline	B	Sodium Hydroxide (60%)	A
Glycerin	A	Sodium Phosphate	T
Hydraulic Fluid- Petroleum Based	A	Sulphuric Acid (50%)	A
Hydraulic Fluid- Phosphate Ester Based	C	50% Tanic Acid	A
Hydrocarbon Type II (40% Aromatic)	C	Toluene	C
Hydrochloric Acid (50%)	A	Transformer Oil	A
Hydrofluoric Acid (5%)	A		A
Hydrofluoric Acid (50%)	A	Urea Formaldehyde	A
Hydrofluosilicic Acid (30%)	A	Turpentine	A
		UAN	A
Isopropyl Alcohol	T	Vegetable Oil	A
Ivory Soap	A	Water (200°F)	A
Jet A	A	Xylene	X
		Zinc Chloride	T

RATING KEY:

- A - Fluid has little or no effect
- B - Fluid has minor to moderate effect
- C - Fluid has severe effect
- T - No data-likely to be acceptable
- X - No data-not likely to be acceptable

For questions on XR-5 or other specialty fabrics available, please call us at 1-800-474-7294.

Ratings are based on visual and physical examination of samples after removal from the test chemical after the samples of Black XR-5 were immersed for 28 days at room temperature. Results represent ability of material to retain its performance properties when in contact with the indicated chemical.

We believe this information is the best currently available on the subject. We offer it as a suggestion in any appropriate experimentation you may care to undertake. It is subject to revision as additional knowledge and experience are gained. We make no guarantee of results and assume no obligation or liability whatsoever in connection with this information. In case of conflict between standard and metric specifications, standard shall apply.

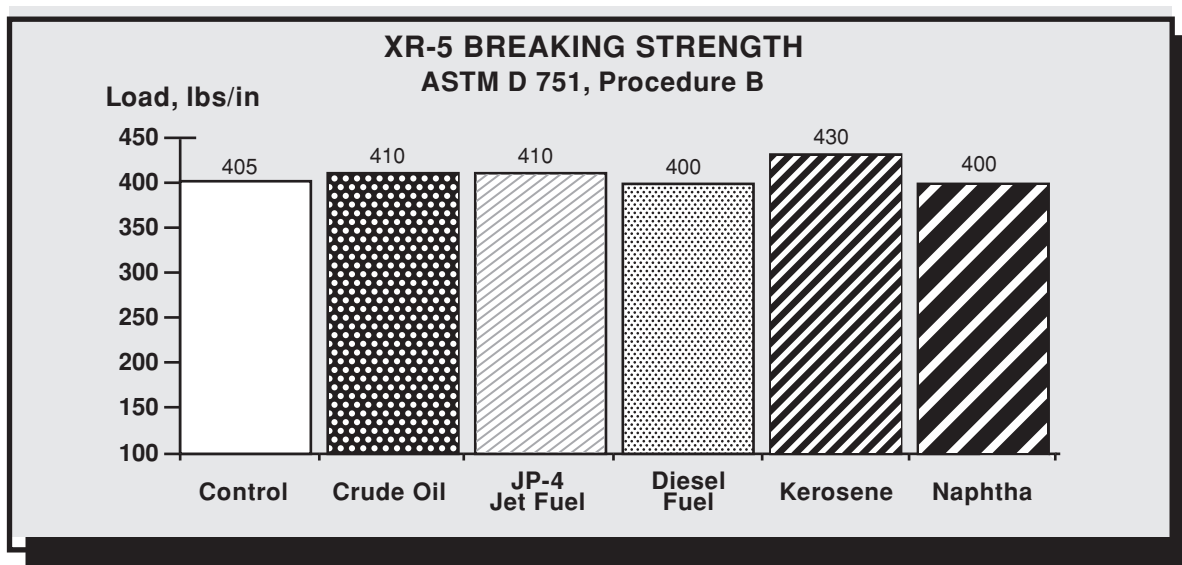
Fuel Compatibility - Long Term Immersion

Test: Samples of 8130 XR-5® Black were immersed in Diesel Fuel, JP-4 Jet Fuel, Crude Oil, Kerosene, and Naphtha for 6 1/2 years.

The samples were then taken out of the test chemicals, blotted and dried for 24 hours. The samples were observed for blistering, swelling, stiffening, cracking or delamination of the coating from the fiber.

Results: It was found in all cases that the 8130 XR-5, after immersion for six years, maintained its strength and there was no evidence of blistering, swelling, stiffening, cracking or delamination.

The strip tensile strength, or breaking strength, of the samples was measured after six years of immersion and the following are the results.



Seam Strength

Style 8130 XR-5 Black Seam Strength After Immersion

Two pieces of Style 8130 were heat sealed together (seam width 1 inch overlap) and formed into a bag. Various oils and chemicals were placed in the bags so that the seam area was entirely covered. After 28 days at room temperature, the chemicals were removed and one inch strips were cut across the seam and the breaking strength immediately determined. Results are listed below.

Chemical	Seam Strength
None	340 Lbs. Fabric Break- No Seam Failure
Kerosene	355 Lbs. Fabric Break- No Seam Failure
Ohio Crude Oil	320 Lbs. Fabric Break- No Seam Failure
Hydraulic Fluid- Petroleum Based	385 Lbs. Fabric Break- No Seam Failure
Toluene	0 Lbs. Adhesion Failure
Naphtha	380 Lbs. Fabric Break- No Seam Failure
Perchloroethylene	390 Lbs. Fabric Break- No Seam Failure

Even though 1-inch overlap seams are used in the tests to study the accelerated effects, it is recommended that XR-5 be used with a 2-inch nominal overlap seam in actual application. In some cases where temperatures exceed 160°F and the application demands extremely high seam load, it may be necessary to use a wider width seam.



Rolling Out L-Bracket Berm in the Field



L-Bracket Custom Horseshoe Berm

Optional: Drain Filtration Equipment

Outdoor spill containment presents a challenge that is not seen indoors..RAIN. Unless outdoor spill containment is covered / protected from the elements, it is susceptible to rainfall. If a containment unit's sump gets filled up with rainwater, it loses its capacity to contain spills. In other words, for every gallon of rain in the sump, there is one less gallon of chemical / fuel / hazmat that can be contained.

The Ultra-Self Bailer is designed to attach to any spill containment unit, typically by a bulkhead fitting. Rainwater drains through the bulkhead fitting and any residual oil, gas or other hydrocarbons is removed by the filter media inside of the unit, allowing only clean water to exit. In the event of a spill, the media swells, completely sealing off the Self Bailer preventing any liquid from escaping.



SIZE	CAPACITY (OZ.)	PART#	WHERE TO BUY
STANDARD	6-8	9935 (QTY. 1)	BUY NOW
STANDARD	6-8	9936 (QTY. 2)	BUY NOW
LARGE	21 - 28	9937 (QTY. 1)	CALL NOW
XL	140 - 156	9927 (QTY. 1)	CALL NOW

- The best protection for non-monitored containment sites.
- Helps eliminate problems associated with the collection of rainwater in outdoor containment products.
- Simple installation - can be connected to any outdoor containment product.
- Hydrocarbon "sheens" and modest spills are captured - clean stormwater drains through the outflow port.
- Larger or concentrated spills activate "auto-shutoff" mechanism.
- Manual shutoff valve can be used to secure all draining operations.
- Filters are quickly and easily replaced.
- PVC construction - will not rust or corrode.

Interstate Products, Inc., is your one stop shop for a full line of Spill Containment Berms, Spill Pallets, Stormwater Filters, Inflatable Plugs, Salvage and Aircraft Lift Bags, and Collapsible Fuel or Water Tanks up to 210,000 gallons. Call us today at 1-800-474-7294. International 941-377-8610.



INTERSTATE PRODUCTS, INC.

“Your Road to Quality Environmental Products Since 1996”

Click to Call NOW  1-800-474-7294

L-Bracket Spill Containment Berm Features:

- L-Bracket Berm Dims:
 - We have these in any size you need!
- To set up the L-Bracket Berm just unfold berm, lift the walls into place and slip heavy duty brackets into slots on berm.
- Walls are supported by a sturdy "L" frame construction made of Seamans XR-5 fabric.
- Deploys instantly, easy to store, no straps or trip hazards and quick setup/breakdown time.
- Walls go up and down individually in minutes when brackets are slipped in and out.
- L-Bracket Berm wall heights can be fabricated from 6" up to 24" high.
- To move it, slip out brackets, collapse walls and fold it up.



Ten year limited warranty includes use of loaner repair kit with heat gun and repair patches. Contact us for details and restrictions.*Warranty does not cover abuse or shipping cost. Call for details 1-800-474-7294. Our most popular berm is lower cost and ideal for stationary equipment, tanks, trucks, generators and applications where user may NOT be driving in and out often. If user needs to drive out, every 10' of perimeter takes just 5 to 7 minutes to remove or re-insert support brackets.



- Optional drains may be added.
- Be secure with our 10-year warranty on seams and workmanship and 10 years pro-rated on cracking, UV and mildew*
- All Sizes available and call or contact us for custom sizes without custom prices!
- IPI Berms are now in use all over the world by military, government and industrial users.
- Reinforced corners
- No exposed screws or screws of any kind
- Overlap Seams
- Superior workmanship and warranty
- Skirt with grommets for stake down



Any Size L-Bracket Berms Available Now - Site Services - Rushes with IPI Unsurpassed Service @ 1-800-474-7294 or 1-800-238-4259 After Hours International= 1-941-377-8610.



INTERSTATE PRODUCTS INC.

"Your Road to Quality Environmental Products"

International: 1-941-377-8610

L-Bracket Spill Containment Berm Warranty

IPI XR5 L Bracket Berms include a Ten (10) Year limited warranty. Warranty includes use of loaner repair kit with heat gun and field repair patches by Ground UPS service (Within Contiguous 48 United States). 10 Year warranty on berm seams and workmanship. XR5 material berms include 10 year prorated warranty against cracking, UV damage, and mildew damage. Contact us for details and restrictions. *Warranty does not cover abuse, improper handling, improper storage, shipping cost, or other damage caused by improper use.



WE USE INDUSTRY LEADING XR-5 BERM FABRIC. IPI has been a Spill Containment Leader for over 20 Years so it makes sense we would trust the material that has been leading the way for over 40 years. You can feel the difference.



Service Level - Check Out Our 3,500+ THIRD PARTY Reviews 4.8 Overall Satisfaction Rating

<https://www.shopperapproved.com/reviews/interstateproducts.com>

Chat online from 7 AM to 10 pm - Phone 7:30 AM to 8 PM

(1-800-474-7294) OR CALL AFTER HOURS AT 1-800-238-4259.

Interstate Products, Inc
6561 Palmer Circle Suite A
Sarasota, FL 34238
website: store.interstateproducts.com
Phone: 800-238-4259 or 941-780-4003





3,500+ REVIEWS

HVAC

Nachurs

RECENT POSTS

Securall 60 Gallon
Flammable Safety Cabinet,
Self-Close, Self-Latch
Sliding Door

Was: ~~\$1,307.00~~
Price: **\$1,242.00**

Cabinets : SA-A260

How many gallons are in your tank that you need containment for?

Eagle Manufacturing Upgrades Their Quality Flammable Cabinets

FOR IMMEDIATE RELEASE Eagle Manufactur ...

Read More

45 Gallon Flammable Cabinets

Fire Marshall on your mind? No worries, when you need a 45 gallon flammable cabinet look no furth ...

Read More

Pillow Tank-Water and Fuel Pillow Tanks

Pillow Tanks @ IPI. What is new? IPI standard water tanks all come with ground mats, which are un ...

Read More

Subscribe to our newsletter

Your email address

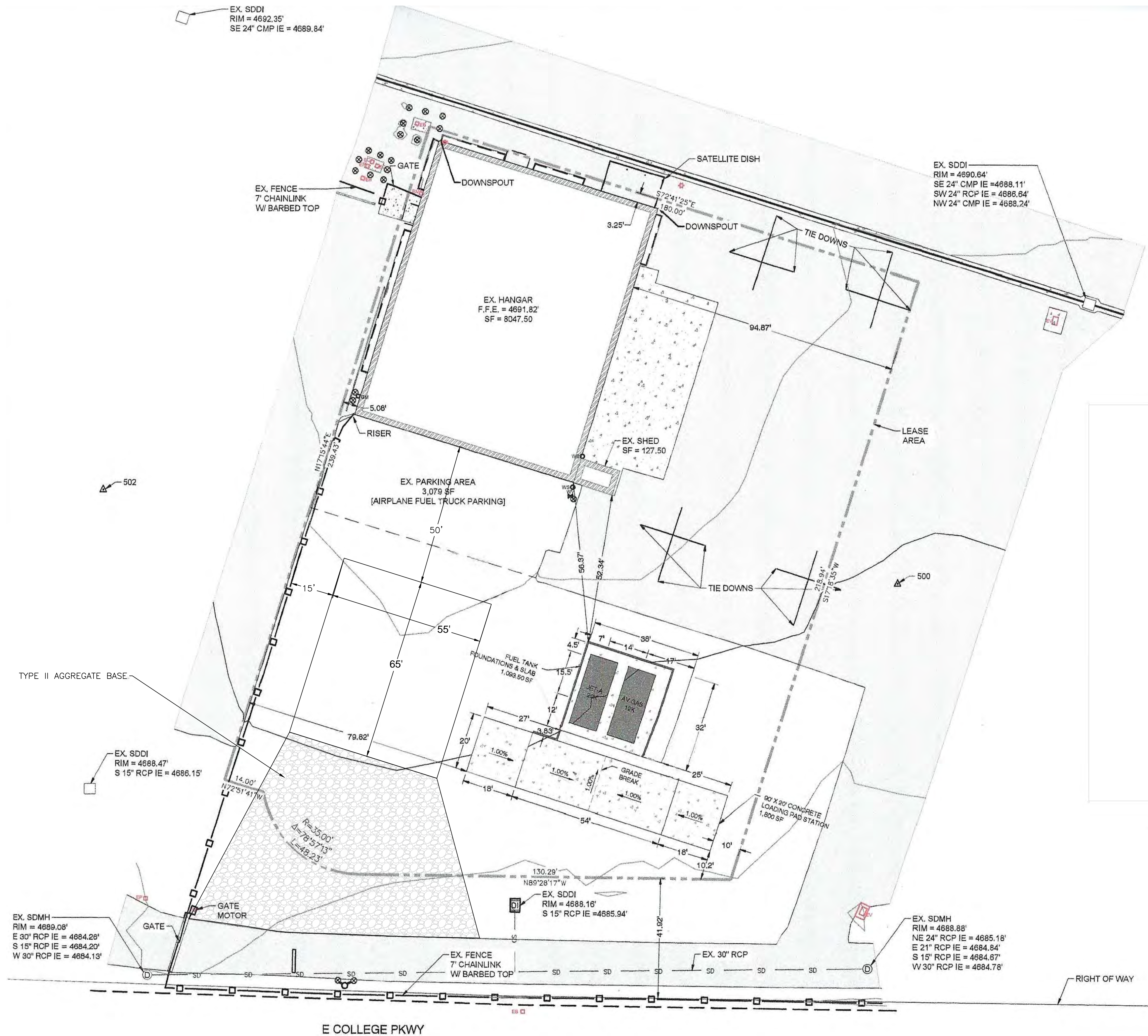
SUBSCRIBE



📍 Interstate Products, Inc.
5585 Marquesas Circle Unit 10-C
Sarasota, FL 34233

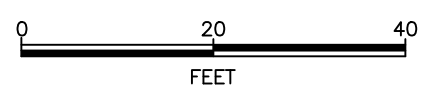
📞 Call Us At 1-800-474-7294

- Quick Links
- Spill Containment
 - Spill Pallets
 - Spill Containment Berm
 - Bladder Pillow Tanks
 - IBC Spill Pallets
 - Water Storage Bladders
 - Fuel Storage Bladder
 - 50,000 Gallon Bladders
 - Flammable Cabinets
 - 45 Gallon Flammable Cabinet
 - Reviews
 - Contact Us
 - Terms and Conditions
 - 25th Anniversary Specials
 - Safety Cabinets
 - Spill Containment
 - Storage Tanks
 - 3,500+ Reviews
 - Sitemap



SITE FOR OPERATION:

THE TRANSFER SITE WILL BE LOCATED AT A SECTION OF UNUSED RAMP SPACE. THERE ARE NO AIRCRAFTS LOCATED IN THIS AREA NOW AND IT IS LOCATED AWAY FROM THE AIRCRAFT OPERATIONS AREA. THE CONTAINMENT SITE IS APPROXIMATELY 65'x55'. IT IS OVER 50' AWAY FROM ANY EXISTING BUILDING AN 15' AWAY FROM FENCE LINE.



325 S. 18TH ST.
SPARKS, NV, 89431
775-356-1781
NV LICENSE# 19292
LIC. LIMIT: 6 MILLION

CARSON TAHOE EXECUTIVE, LLC
AVIATION FUEL STORAGE FACILITY
2640 E. COLLEGE PARKWAY
CARSON CITY, NV 89706
TRUCK-TO-TRUCK TRANSFER

REV	DATE	DESCRIPTION	BY

SHEET 1

DATE: 03/2023
DRAWN BY: A/J
DESIGNED BY: CTE LLC
CHECKED BY: MIC

Bramco Construction Corp

SAFETY PLAN

SAFETY PLAN

Policy Statement

OBJECTIVE: The development and implementation of a program to protect and minimize personal injuries on the job, the safety of the general public, the environment, and to reduce work related injuries by a measurable amount. Our goal will be a 100% reduction.

STATEMENT OF POLICY: It is the policy of **Bramco Construction Corp** to provide a healthy and safe place of employment for all employees; to abide by all regulations as they pertain to our industry which is set forth in Federal, State and Local standards, statutes and OSHA Standard 29 CFR 1910, 49 CFR Part 325, Parts 350-399 and Department of Transportation Motor Vehicle Transportation requirements and to integrate good working safety habits into every aspect of our company activities. The "Company" as used in this Policy refers to **Bramco Construction Corp** and its entities. To support this policy, six basic principles are inherent:

- I. A positive belief that all personal injuries can be prevented.
- II. An acceptance on the part of management, superintendents, foremen and all employees of their responsibilities to prevent personal injuries.
- III. A conviction that it is reasonably possible to safeguard all operating exposures that may result in injuries.
- IV. Acceptance of the fact that the prevention of personal injuries is good business, both from the standpoint of efficiency and economically.
- V. A recognition that it is necessary to train all employees including temporary personnel to work safely and to understand it is to their advantage as well as the Company's to work safely; further, that they have a definite responsibility to do so.
- VI. An understanding that all vendors or sub-contractors are contractually obliged to abide to this Safety Policy, and to adhere to the Company Safety Program; further, that any references to the Company in this policy will be applicable in full to all sub-contractors as well.

Mike Cecchi, Vice President

Table of Contents

Policy Statement	2
Safety Responsibilities & Duties	4
Job Hazard Analysis	6
Accident Reporting.....	7
Safety Reporting	8
Accountability	9
Standards of Conduct.....	11
General Safety Rules	13
Training & Communication	15
Safety Meetings.....	16
Medical	17
Emergency Action Plan	20
Fire Protection.....	21
Hazard Communication Safety Program.....	23
Hazard Communication "Right-To-Know" Training.....	27
Eye & Face Protection Policy.....	30
Equipment Lockout/Tagout	31
Electrical.....	39
Machinery & Machine Guarding	42
Hand Tools Safety Program.....	48
Ladders.....	49
Slips, Trips & Falls Program	51
Housekeeping.....	58
Fall Protection	59
Fleet Safety	66
Asbestos Awareness.....	67
Substance Abuse Testing Policy.....	73
Crane Operations	76
Respiratory Protection	78
Trenching & Excavation	87
Welding & Cutting.....	91

SAFETY RESPONSIBILITIES & DUTIES

I. MANAGEMENT

- A. RESPONSIBILITIES: Safety begins with management commitment and participation. We will set goals, establish accountability and become involved. Management is required to abide by this policy, as are all employees.
- B. DUTIES:
 - 1. Communicate safety commitment and policy.
 - 2. Attend company functions.
 - 3. Review accident reports and safety activities.
 - 4. Make needed appropriations.
 - 5. Set a good example.
 - 6. Provide resources, including funding adequate to support this program.

II. SAFETY OFFICER

- A. RESPONSIBILITIES: (Michael Cecchi) will be responsible for the overall safety program, and the responsibility for a safe workplace rests with every employee.
- B. DUTIES:
 - 1. Develop educational materials and implement training programs.
 - 2. Arrange for training of employees, supervisors, and the Safety Committee.
 - 3. Develop written safety rules.
 - 4. Assure compliance with government regulations.
 - 5. Arrange for work place inspections.
 - 6. Review all accident investigations.
 - 7. Analyze reports to identify accident root causes.
 - 8. Provide First Aid Kits.
 - 9. Prepare periodic reports for management.
 - 10. Ensure that the resources necessary to implement this program are available using appropriations provided by management
 - 11. Ensure that this safety policy is communicated to all employees of **Bramco Construction Corp.**

III. SUPERVISORS

- A. RESPONSIBILITIES: Supervisors have a direct responsibility for the safety of the working group. They will help build safety into the work process and be alert for safety and health problems.
- B. DUTIES:
 - 1. Train new employees upon hire.
 - 2. Train employees on job assignments and identified hazards.
 - 3. Re-train present employees on an on-going basis.
 - 4. Make informal inspections daily. Document monthly inspections.
 - 5. Prepare accident reports.
 - 6. Enforce safety rules.
 - 7. Correct unsafe acts and conditions.
 - 8. Conduct weekly safety meetings/training sessions.

9. Conduct a hazard analysis of each new job, prior to commencement of work.
10. Investigate all accidents.

IV. EMPLOYEES

- A. RESPONSIBILITIES: Workers must learn the hazards of their jobs and abide by safety rules. The program requires the wholehearted support of those it was designed to protect. Employees are expected to participate to the fullest extent in this safety program.
- B. DUTIES:
 1. Abide by safety rules.
 2. Report hazardous conditions or concerns.
 3. Communicate safety concerns to fellow employees.
 4. Make suggestions to help improve safety.
 5. Ensure personal protective equipment is maintained in good condition. If you need equipment or safety items, contact your immediate supervisor.
 6. Use and maintain personal protective equipment provided.
 7. Attend weekly safety meetings.

Every employee can feel confident that identifying unsafe acts or conditions will not result in any type of reprisal to them.

- V. **IMPLEMENTATION:** All **Bramco Construction Corp** employees, from top management to the newest hire are to be actively involved in the implementation of this program. Participation of all employees will be monitored by the Safety Officer to ensure that all involved are fully participating in the program and each employee is doing his or her part in the implementation of this program.

JOB HAZARD ANALYSIS (JHA)

- I. **SCOPE:** The workplace is a dynamic process; it is ever changing in physical and environmental forms until the work process is completed.
- II. **PURPOSE:** The purpose of a Job Hazard Analysis (JHA) is to develop a preliminary hazard analysis on work operations as to their potential for injury, or property damage, or both. Once potential hazards have been identified, procedures can be developed to eliminate or mitigate their potential for occurrence. Direct benefits of the JHA are as follows:
 - A. Potential for injury or property damage eliminated/mitigated
 - B. Identifies hazards
 - C. Improves safety
 - D. Defines job procedures
 - E. Provides training
 - F. Increases awareness
 - G. Provides improvement in job methods
- III. **POLICY:** During the planning or process of work, activities are flagged that require a JHA. Further work operations requiring a JHA may be identified by the Safety Director/Officer during weekly walk-around, Loss Control Safety meetings, or Joint Labor/Management Safety meetings with any or all of the following:
 - A. Safety Engineer
 - B. Project Manager
 - C. Foreman
 - D. Employee Representative
 - E. OSHA Safety and Health Representative
- IV. **PROCEDURE:** Operation has been identified and the above referenced personnel have prepared the JHA, the Safety Officer shall do the following:
 - A. The Safety Officer shall submit the JHA to management personnel for approval.
 - B. Once management has approved the JHA, the Safety Officer shall train the affected employees using the JHA as a base document.
 - C. Once the training is completed and documented, the employees can perform the work activity. However, ongoing supervisor evaluation should be conducted to ensure the employees complete understanding of the safety procedure.

ACCIDENT REPORTING

- I. All workplace accidents, regardless of how incidental, will be reported by the employee to his supervisor or to the Company's Safety Officer immediately.
 - A. The Company's Safety Officer will fully investigate all accidents and fill out the appropriate accident report form on the day of the accident. Accidents will be reported as required on California's Workers' Compensation forms (C1, C3 reports of injury) and on the U. S. Department of Labor OSHA Form 300 and 300A, 301 (Accident investigation report form or equivalent if the incident requires medical treatment and not just first aid or diagnostic evaluation.)
 - B. **Bramco Construction Corp's** Safety Officer will document accidents on an Accident Investigation Form on all incidents which result in an injury, or work related illness or property damage. The form will describe in writing the circumstances of the incident and the corrective action taken. The form will be completed within 24 hours of any injury.
 - C. In the event of a serious injury (see definition below), fatality, property damage accident, or any fire damage, the Safety Officer will be immediately notified regardless of the day or hour.
 1. A serious injury is defined as any injury that requires medical treatment beyond First-Aid, (as defined by OSHA in the publication "Recordkeeping Guidelines for Occupational Injuries and Illnesses,") any trip to the hospital or doctor's office, or any single incident where two or more employees are injured.
 - D. The Company's Safety Officer will complete a report outlining details involving any safety-related incident occurring on-the-job. The report will describe the circumstances of the incident and the corrective action taken.

SAFETY REPORTING

Bramco Construction Corp will complete a monthly safety report. The safety report will contain but not necessarily be limited to the minutes of the monthly safety meetings and the attendance roster. Also, to be included will be the accident/incident reports pertaining to work performed by the Company.

Identified hazards will be reported by employees using a safety suggestion/hazard box.

ACCOUNTABILITY

In order for a Safety Program to be effective, there must be a means developed for holding employees accountable for their unsafe work habits or behaviors.

- I. **RESPONSIBILITY FOR DISCIPLINARY ACTION:** Disciplinary action will be the direct responsibility of the Safety Officer. All employees including managers, foremen, and supervisors will be held equally accountable for compliance with safety policies and regulations.
 - A. If an accident occurs and if it has been determined that the accident could have been avoided, the means of holding employees accountable should be made more severe after each consecutive offense.
 - B. The purpose of holding employees accountable is to help employees conform to company policy and work safely. It is not designed to end employment and, therefore, employees should be given the opportunity to start over with a clean slate periodically.
 - C. All employees from top management to the newest hire are to be held equally accountable for any safety infraction.
- II. **POLICY OF PROGRESSIVE DISCIPLINE:** A policy of progressive discipline will be followed in enforcing safety practices. The policy for violating safety rules will be progressive, with the final result being dismissal.
 - A. FIRST OFFENSE - Verbal warning.
 - B. SECOND OFFENSE - Verbal and written warning with a copy of the written warning becoming a part of the employee's file.
 - C. THIRD OFFENSE - One day off work with no pay.
 - D. FOURTH OFFENSE - Possible employment termination.

III. SERIOUS OFFENSES MAY RESULT IN IMMEDIATE TERMINATION.

NOTE: Severe violations, such as the use of drugs, etc., that could result in death or serious bodily injury to others will result in immediate dismissal after review.

STANDARDS OF CONDUCT

Some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. By accepting employment with **Bramco Construction Corp**, you have a responsibility to **Bramco Construction Corp** and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is to be certain that you understand what conduct is expected and necessary.

- I. **UNACCEPTABLE ACTIVITIES:** Generally speaking, we expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below.
 - A. Occurrences of any of the following violations, because of their seriousness, may result in immediate dismissal without warning.
 1. Willful violation of any rule or policy; any deliberate action that is extreme in nature and is obviously detrimental to **Bramco Construction Corp's** effort to operate efficiently.
 2. Willful violation of security or safety rules or failure to observe safety rules or safety practices; failure to wear required safety equipment; and/or tampering with **Bramco Construction Corp** equipment or safety equipment.
 3. Negligence or any careless action, which endangers the life or safety of another person.
 4. Being intoxicated or under the influence of a controlled substance while at work; use of possession or sale of a controlled substance while at work, except medications prescribed by a physician which do not impair work performance.
 5. Unauthorized possession of dangerous or illegal firearms, weapons or explosives while at work.
 6. Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone while at work or or negligent damage of property when representing **Bramco Construction Corp**.
 7. Insubordination or refusing to obey instructions and refusal to help out on a special assignment.
 8. Conduct in public that could be interpreted as detrimental to the reputation of **Bramco Construction Corp** including rude or inappropriate treatment of a customer.
 9. Engaging in any act of sabotage; willfully or with gross negligence causing the destruction or damage of property, or the property of fellow employees, contractors, visitors, or the general public in any manner.
 10. Theft of **Bramco Construction Corp** property or the property of fellow employees; unauthorized possession or removal of any property, including documents, from the premises without prior permission from management; unauthorized use of equipment or property for personal reasons; or using equipment for profit.
 11. Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying a reason for a leave of absence or other data requested by **Bramco Construction Corp**; alteration of records or other documents.
 12. Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
 13. Immoral conduct or indecency on **Bramco Construction Corp** property.
 14. Conducting a lottery or gambling on **Bramco Construction Corp** premises.
 - B. Occurrences of any of the following activities, as well as violations of any rules or policies, may be subject to progressive discipline or immediate dismissal. This list is not all-inclusive and is not

intended to refer to all possible infractions. It is provided as a reference source of the most common disciplinary situations that occur.

1. Unsatisfactory or careless work; failure to meet quality standards as explained to you; mistakes due to carelessness or failure to get necessary instructions.
2. Any act of harassment, sexual, racial or other; telling sexist or racial-type jokes; making racial or ethnic slurs.
3. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval; stopping work before time specified for such purposes.
4. Sleeping on the job, loitering or loafing during working hours.
5. Excessive use of the telephone or fax machine for personal communication.
6. Leaving your work location during your work hours without permission, except to use the rest room.
7. Smoking in restricted areas.
8. Creating or contributing to unsanitary conditions.
9. Failure to report an absence or late arrival; excessive absence or lateness.
10. Obscene or abusive language toward any employee or customer, or **Bramco Construction Corp** Official; indifference or rudeness toward a customer or fellow employee; any disorderly/antagonistic conduct on the premises or work site.
11. Speeding or careless driving of any **Bramco Construction Corp** vehicles.
12. Failure to immediately report damage to, or an accident involving **Bramco Construction Corp** equipment.
13. Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on the premises or work site.
14. Failure to maintain a neat and clean appearance in terms of the standards established by the company; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing.
15. Failure to use your timecard; alteration of your own timecard or records or attendance documents; altering another employee's timecard or records, or causing someone to alter your timecard or records.

II. REPORTING ALLEGED WORKPLACE VIOLENCE: You are responsible for immediately notifying your supervisor or company official if there is potential for a conflict. This is also referred to in the workplace violence policy.

III. PROGRESSIVE DISCIPLINE: Unacceptable behavior which does not lead to immediate dismissal may be dealt with in the following manner:

- A. **VERBAL WARNINGS** - Verbal warnings will be documented. **Bramco Construction Corp** will be advised of all verbal warnings. Verbal warnings will include a discussion by the supervisor with the employee on ways to correct the deficiency. Verbal warnings will include notice that repeating the deficiency with a specified period of time (i.e., 90 days) will result in more severe disciplinary action.
- B. **WRITTEN WARNINGS** - Written warnings will include the reasons for the administration's dissatisfaction and any support evidence. Written warnings usually follow a verbal warning for the same offense, but may be used as the first step in the disciplinary process if the supervisor feels that the unacceptable performance or action warrants it. Written warnings will include notice that repeating the deficiency will result in more severe disciplinary action. You will have an opportunity to defend your actions and rebut the opinion of your supervisor at the time the warning is issued by preparing a written statement.

- C. PROBATION – Probation will be specified period of time, in writing. It will usually follow a written warning for same offense, but may be used as the first step in the disciplinary process if the supervisor feels that the unacceptable performance or action warrants it. **Bramco Construction Corp** must approve probation before it is executed with the employee. Probation will include a discussion by the supervisor on ways to correct deficiency. It will include notice that repeating the deficiency during the specified period of time may result in dismissal. You will have an opportunity to defend your actions and rebut the opinion of your supervisor at the time the probation is issued by preparing a written statement.
- D. DISMISSAL - Prior to dismissal the supervisor will ensure that all pertinent facts are carefully reviewed. Dismissal usually follows probation for the same offense, but may be used as the first step in the disciplinary process if the supervisor feels that the unacceptable performance or action warrants it.
- E. DISMISSAL - If your performance is unsatisfactory due to lack of ability, failure to abide by **Bramco Construction Corp** rules or policy, or failure to fulfill the requirements of your job, you will be notified of the problem. If satisfactory change does not occur, you may be dismissed. Some incidents may result in immediate dismissal.

GENERAL SAFETY RULES

1. Follow the safe job procedures established by your supervisor. You are to perform only those jobs you have been assigned and properly instructed to perform.
2. Wear the protective equipment required for your work task, as established by your supervisor through job instruction. It is your responsibility to see that protective equipment should be in good repair. Damaged equipment should be reported to your supervisor immediately.
3. Report unsafe acts or unsafe conditions to your supervisor without delay.
4. Report all accidents to your supervisor immediately whether anyone is hurt or not. In cases of injury, get first aid as soon as possible.
5. Keep all mechanical safeguards in position during operation.
6. Put main switch in "off" position whenever making adjustments, when setting up jobs or when machine is to remain idle for any length of time. Don't allow machinery to operate unattended.
7. Use only the machinery, equipment and tools you are qualified AND AUTHORIZED to use by the supervisor. A form must be completed by supervisor for any employee to be "authorized".
8. HORSEPLAY, such as scuffling, fooling, playing practical jokes, or throwing articles at each other will not be tolerated.
9. No employee is permitted to make repairs on any electrical device or equipment unless authorized to do so. ELECTRICAL EQUIPMENT IS NOT TO BE TAMPERED WITH IN ANY WAY.
10. MACHINE MASTER SWITCHES ARE TO BE TAGGED OR LOCKED OPEN WHEN MAJOR REPAIR, OILING AND GREASING OR MAINTENANCE IS BEING PERFORMED.
11. The covers on SWITCH BOXES AND FUSE STATIONS ARE TO BE KEPT CLOSED AT ALL TIMES.
12. All employees are required to WALK, NOT RUN, WHILE THEY ARE ON COMPANY PROPERTY.
13. No employee will be permitted to remove any guard installed over the point of operation. Power transmission, or moving parts without permission from the supervisor and then only after proper safety procedures have been followed. After use in specific instances where the guard was removed, it must be replaced immediately.
14. Compressed air should never be used for cleaning clothes, cooling or practical jokes. VIOLATION OF THIS RULE CAN RESULT IN SERIOUS INJURY OR DEATH.
15. No worker will be permitted to use flammable solvents in an open container. FLAMMABLES MUST BE STORED AND HANDLED IN APPROVED SAFETY CONTAINERS.
16. First aid will be administered only by the specifically trained and authorized personnel. Under no circumstances shall any employee attempt to remove foreign objects from the eyes or ears of a fellow employee.
17. Riding hand trucks and hitching rides on powered industrial trucks is prohibited.

18. The use of any tools, machinery or equipment for the personal use of any employee, whether on company time or not shall not be permitted.
19. Only qualified maintenance persons, authorized by management are permitted to repair machinery and equipment.
20. Safety equipment, such as brushes, safety glasses, shields, safety shoes, etc., shall be used whenever the operation or job requires them unless otherwise stated in this written Safety Program.
21. Employees who violate these safety rules may be subject to disciplinary action.
22. ALL ACCIDENTS must be reported to your immediate supervisor. If necessary, in-house FIRST AID, or professional medical attention will be available. In all cases, a written report of injury will be completed.
23. Any unsafe condition noted must be reported to your supervisor, who is responsible for having the condition corrected prior to proceeding with the job.
24. Safety goggles, glasses, gloves and other personal protective equipment issued for your protection must be used or worn in designated areas or activities as instructed or covered in this Program.
25. As an employee you are required to wear appropriate work clothing and shoes. Shoes with thin or badly worn soles should not be worn. Steel toe, chemically resistant uppers with slip and puncture resistant soles are required. (No tennis shoes)
26. Safety glasses in all shop areas are required at all times.
27. Do not stand or walk under suspended loads
28. Use of liquor or drugs is not permitted and those reporting for work under the influence may be subject to appropriate disciplinary action. (See Substance Abuse Program)
29. Good housekeeping should be maintained at all times throughout the work area. All spills should be cleaned up immediately.
30. Air lines, electrical cords, or any other objects that could cause a hazard need to be moved to a safe location when not in use.
31. Only authorized items, materials, pictures, notices, etc. are to be placed on any wall, bulletin board, etc.
32. Work benches, windowsills and other like areas are not for storage. Keep free of excess materials and litter.
33. Areas on, around, in front and over electrical controls or panels and fire extinguishers are to be kept clear at all times. This includes fire exits.

TRAINING & COMMUNICATION

- I. As a minimum, employees will receive training in the following areas:
 - A. Training shall be provided in Written Safety Program upon hire and whenever program has been modified and new program areas have been added.
 - B. Training shall be provided for Hazard Communication upon hire and whenever a new chemical product is introduced into the workplace.
 - C. Training shall be provided in General Safety Rules upon hire or when any safety rule has been modified or updated.
 - D. Training shall be provided for Nevada Workplace Safety upon hire or when State and Federal rules and regulations effecting workplace safety have been changed.
 - E. Training shall be provided for PPE as set forth in the equipment manufacturer's specifications and written hazard analysis for work tasks.
 - F. Eye & Face Protection - When required
 - G. Fire Protection & Prevention - When required
- II. Refresher training will be conducted when required, any new job assignment or when conditions change.
- III. Training will be documented and the documentation retained by the Safety Officer.
- IV. The specific policy or a lesson plan contained in the attachment to this program may be used as a training guide.
- V. **Bramco Construction Corp** does not utilize the services of leased employees.

SAFETY MEETINGS

Bramco Construction Corp will conduct bi-monthly safety meetings and will document these brief training sessions as to attendance and topic of the discussion.

MEDICAL

I. ON-SITE FIRST AID:

- A. **Bramco Construction Corp** will provide and maintain first aid kits, commensurate with the number of employees on the job site.
- B. Medical and non-medical emergency telephone numbers will be posted on the site within view of telephones.
- C. No employee, as a condition of work, is required to provide CPR or First Aid Services to an injured person. Such action will be considered Good Samaritan Acts only.

II. EMERGENCY ACTION:

- A. **Bramco Construction Corp** will be responsible for transportation of all non life-threatening injuries that require medical attention.
- B. For all life-threatening injuries or illnesses, **Bramco Construction Corp** will immediately call for medical assistance by dialing 911.
- C. **Bramco Construction Corp** uses the following facility for medical attention other than emergency
- D. **Bramco Construction Corp** will maintain weekly first aid logs to assist in maintaining the equipment inventory and insure that employees have submitted the C-1 form for their injury no matter how large or small.

EMERGENCY ACTION PLAN

I. STATEMENT OF POLICY

- A. The following is a statement of policy in order to assure the safety of the employees at the facility, and to prepare the facility to deal effectively with emergency situations. The following policy, procedure, and instructions are published for emergencies or disasters listed below. The definition of disaster, as used in this document is: a great sudden misfortune with the potential for loss of life, serious injury, or property loss. This plan discusses disaster planning, procedures to be followed, drills or "practices" to be followed, and prevention for situations such as the following:
 - 1. Fire
 - 2. Hazardous Chemical Releases or Spills
- B. We are implementing this plan, not because we anticipate emergency situations arising, but because we recognize that even the safest environments have emergencies "thrust upon them". We care enough about our employees, our visitors and the community around us to prepare to minimize the effects of an emergency on them, should one arise.

II. GENERAL RESPONSE

- A. Evacuation of employees from threatened or affected areas
- B. Determine the location nearest your work position at the time of the arising emergency and egress to that location immediately.
- C. Quickly and quietly account for all employees and report to incident commander highest ranking official present the results of your head count.

III. DISTRIBUTION AND TRAINING

- A. All employees shall be given a copy of this policy and procedure, should they request it.

IV. EVACUATION ROUTE GENERAL REQUIREMENTS

- A. All exit doorways shall remain unlocked and free of obstruction at all times when there are employees occupying the facility.
- B. Each route of egress shall be continuously maintained free of obstruction.
- C. Adequate and reliable illumination shall be provided for all exit facilities.
- D. Doors provided as means of exit shall be of the side-hinged, swinging type.
- E. Flammables, combustibles, and oxidizers shall not be stored in egress aisles or adjacent to egress aisles.

FIRE EVACUATION PROCEDURES

- F. Dial 911 to call for emergency assistance. Stay on line to answer all questions unless the fire is dangerous to your life or limb.
- G. If you will not be endangered, check area for injured fellow employees.
- H. If you will not be endangered, shut down all machinery in area.
- I. Close all doors behind you as evacuating.
- J. Evacuate building via primary evacuation route as shown in appendix "A", unless this route is blocked by fire. When route is blocked, use the secondary route of evacuation.
- K. Proceed to meeting area designated for your section.
- L. Supervisor will account for all employees and report to person in charge.
- M. Do not return to regular work or leave your designated area until authorized to do so by your supervisor, or person in charge.

V. FIRE PREVENTION POLICIES

THIS FACILITY HAS IMPLEMENTED A NON-SMOKING POLICY FOR ALL AREAS!

- A. Dust shall be kept off of electrical boxes and conduit.
- B. Combustible products (paper, cardboard, rags, trash, etc.) shall be kept in proper receptacles and not allowed to be indiscriminately disposed of. **Keep facility clean.**
- C. Solvents and paints shall be kept in their proper storage area and not left out where they could be exposed to flame, spills, etc.
- D. Any and all spills, leaks, or releases of flammable or combustible materials shall be reported immediately and cleaned up in a safe manner.
- E. Faulty, bare, and old electrical wiring shall be inspected for, reported, and replaced when found. As such, good housekeeping practices should be followed. Don't allow combustible and/or flammable products to accumulate.
- F. Spark producing tools shall not be used in any area where flammable vapors or gases are likely to be present.

NOTE: REPORT ANY SUSPECTED FIRE POTENTIALS TO YOUR SUPERVISOR IMMEDIATELY.

VI. FIRE FIGHTING PROCEDURES

- A. No company employee is trained to respond to sizable fires. Do not attempt to handle fires! All employees are to follow the above fire evacuation procedures. The local fire department will be notified for necessary response. Fire extinguishers have been provided at convenient locations for

incipient fire stage firefighting, those who have been trained in their usage and are competent to distinguish when the fire is beyond the extinguisher control shall be the only employees to use them. Fire extinguisher trained employees are listed following the location listing of the extinguishers. Appendix E

VII. HAZARDOUS MATERIAL RELEASE OR SPILL EVACUATION PROCEDURES

- A. Dial 911 to call for emergency assistance. Stay on line to answer all questions unless the release or spill is dangerous to your life or limb.
- B. If you will not be endangered, check area for injured fellow employees.
- C. If you will not be endangered, shut down all machinery area.
- D. Close all doors behind you as evacuating.
- E. Proceed to meeting area designated for your section.
- F. Supervisor will account for all employees and report to person in charge.
- G. Do not return to regular work or leave your designated area until authorized to do so by your supervisor, or person in charge.
- H. DO NOT RE-ENTER BUILDING FOR ANY REASON: Only those employees who have received the minimum required 24-hour hazardous materials training course shall have the authority to re-enter and then only with proper personal protective equipment and authorization from the incident commander. A listing of those who have successfully completed the hazardous materials training course is otherwise known as the Crisis Management Team (refer to page 5) in this policy.

VIII. SEVERE STORM & EVACUATION PROCEDURES

- A. Dial 911 from the phone in the main conference room to call for emergency assistance. Stay on the line to answer all questions unless you are in danger to life and limb.
- B. If you will not be endangered, check area for injured fellow employees.
- C. If you will not be endangered, shut down all machinery in the area.
- D. Supervisor will account for all employees and report to the person in charge.
- E. Do not return to regular work or leave your designated area until authorized to do so by your supervisor, or person in charge.

IX. UTILITY FAILURE EVACUATION PROCEDURES

- A. If you will not be endangered, check area for injured fellow employees.
- B. If you will not be endangered, shut down all machinery in the area.
- C. Proceed to meeting area.
- D. Supervisor will account for all employees and report to the person in charge.

- E. Do not return to regular work or leave your designated area until authorized to do so by your supervisor, or person in charge.

X. EQUIPMENT SHUTDOWN PROCEDURES

- A. When time is available, without danger to employees, it is necessary to follow an orderly shutdown of all machinery and equipment. This shall be done according to predetermined procedures as listed here.

EMERGENCY PHONE NUMBERS

Local Fire Dept.	- 911
Local Police Dept.	- 911
Ambulance	- 911
Safety Office	- 775-741-7610
Bramco Office	- 775-356-1781
Nat. Response (Spill)	- 1-800-424-8802
Poison Center	- 1-800-955-9119

FIRE PROTECTION

I. EQUIPMENT

A. MANAGEMENT WILL:

1. Provide fire extinguishers that have a current certification of acceptability, as required by size and type and OSHA Regulations.
2. Conspicuously post necessary action to take in the event of fire.
3. Mark and identify all fire hazard activities and materials.
4. Provide clear access to all areas for firefighting equipment.
5. Provide and maintain clear aisle ways and means of egress.
6. Provide Emergency Telephone Numbers. In the event of an emergency: Dial 911

II. FIRE PREVENTION

A. MANAGEMENT WILL:

1. Continuously eliminate hazardous, combustible and flammable materials and debris.
2. Clean up rubbish daily.
3. Provide separate storage for flammable materials.
4. Provide approved, contained storage for waste flammable and combustible materials that provide environmental protection in the event of a spill or leak.
5. Provide regular inspections of internal combustion equipment, heating equipment and wiring.
6. Cans and containers used for the storage or dispensing of flammable liquids will meet OSHA requirements.
7. Employees will be trained in the use of portable fire extinguishers.

III. EVACUATION

- A. A uniform signal for evacuation will be devised and then communicated to all employees.
- B. Gathering points will be established for emergency evacuation and accountability methodology will be formulated.

HAZARD COMMUNICATION

I. PURPOSE: To communicate **Bramco Construction Corp** Hazard Communication Program to all personnel.

II. OBJECTIVES

- A. To protect the health of our employees.
- B. To provide the employees with the necessary information concerning health and physical hazards of the materials used in their operations.
- C. To comply with Title 29 Part 1910.1200, Sub-part Z of the Code of Federal Regulation (CFR): OSHA Hazard Communication.
- D. To include flexibility in the compliance program so that changes can be made to comply with possible state and local Right-To-Know Laws.

III. SCOPE: This program will provide information to the employees of **Bramco Construction Corp** on the chemical products to which they are exposed. It will be accomplished by the following:

- A. Listing of all chemical products on the property.
- B. Appropriate labeling on containers of all chemical materials used.
- C. Making available Safety Data Sheets (SDSs) for all chemical products on the property.
- D. Employee training to recognize and interpret labels, warnings, color-coding, signs, etc. that are affixed to containers so that they can properly protect themselves against potential hazards.
- E. Employee training to understand the elements of the SDSs and to recognize possible risks to health and physical harm.
- F. If any contractor's work with a hazardous material could affect the safety and health of other contractors' employees, **Bramco Construction Corp** will coordinate the work with the other contractors to ensure the safety and health of all employees. Contractors will be responsible for the safe storage, use, and disposal of all hazardous material brought onsite.
- G. This written Program will be made available, upon request, to employees, their designated representatives(s), and to all local, State and Federal officials who have proper authority.

IV. LISTING OF CHEMICAL PRODUCTS

- A. Because we are not a chemical manufacturer, importer or distributor, **Bramco Construction Corp** is not required to assess the hazards or evaluate chemicals. We will maintain a list of all the chemical products used on site. We will always evaluate to the best of our ability the potential health exposure of a particular chemical product before we decide to use it.
- B. We will provide a system under which, purchasing will obtain SDSs from all suppliers of chemical products. This system would include the following:
 - 1. Sending form letters to suppliers requesting information/SDSs.
 - 2. A flagging system to ensure that SDSs are received and kept current.

3. Maintenance of SDS files that is available to employees, their representatives, local jurisdictional authorities and health or medical officers as required by the regulations. SDSs for all hazardous materials will be submitted to **Bramco Construction Corp** prior to their arrival on site.
 4. A purchase requisition noting that the proper labels are either to be attached to all containers received, or to be sent with the order, and that the supplier certifies that all SDSs and labels comply with the standard.
- C. A master list of hazardous chemicals will be maintained for reference. This list will be expanded as new chemicals are ordered and/or received. All new chemical products will be appropriately labeled, and a SDS obtained before receiving material at **Bramco Construction Corp**.
- D. Employees of **Bramco Construction Corp** will be notified when sub-contractors or volunteer entities introduce foreign chemicals to the facility.
- E. Sub-contractors or volunteers hired by **Bramco Construction Corp** will be apprised of the indigenous chemicals on location.

V. LABELS

- A. Material received at **Bramco Construction Corp** will be properly labeled. If labels are not provided, we will contact the supplier to get the specific labels. Information contained on labels must not conflict with federal, state or local laws and/or regulations in labeling requirements. These labels will provide the following information:
1. Identity of the chemical products or substance in the container;
 2. Hazard warnings; and
 3. Name and address of the manufacturer or other responsible party.
- B. The labels must not be removed and will be replaced if illegible.
- C. The OSHA adopted GHS labeling: Pictograms and Definitions

Pictograms and Hazards

Health Hazard  <ul style="list-style-type: none"> • Carcinogen • Mutagenicity • Reproductive Toxicity • Respiratory Sensitizer • Target Organ Toxicity • Aspiration Toxicity 	Flame  <ul style="list-style-type: none"> • Flammables • Pyrophorics • Self-Heating • Emits Flammable Gas • Self-Reactives • Organic Peroxides 	Exclamation Mark  <ul style="list-style-type: none"> • Irritant (skin and eye) • Skin Sensitizer • Acute Toxicity (harmful) • Narcotic Effects • Respiratory Tract Irritant • Hazardous to Ozone Layer (Non-Mandatory)
Gas Cylinder  <ul style="list-style-type: none"> • Gases Under Pressure 	Corrosion  <ul style="list-style-type: none"> • Skin Corrosion/ Burns • Eye Damage • Corrosive to Metals 	Exploding Bomb  <ul style="list-style-type: none"> • Explosives • Self-Reactives • Organic Peroxides
Flame Over Circle  <ul style="list-style-type: none"> • Oxidizers 	Environment (Non-Mandatory)  <ul style="list-style-type: none"> • Aquatic Toxicity 	Skull and Crossbones  <ul style="list-style-type: none"> • Acute Toxicity (fatal or toxic)

- D. All containers of chemical products, including all containers, solvent cans and dispensers must be labeled. For smaller containers (less than one gallon or 3.7 liters), labels must be consistent with the standards that are specified above. Only those chemicals that can be classified as "immediate use", which means that the hazardous chemicals under control of and used only by the person who transfers it from the labeled container and only within the work shift in which it is transferred, are exempt from the labeling procedures as described above.
- E. In storage areas where similar chemical products are stored, we will post signs or placards to identify the material and transmit the required information in lieu of individual container labels.
- F. If any materials are to be transferred from a storage tank or container through a pipeline, labels with the required information will be affixed to the line at the discharge point (valve). Although the law does not require this, it makes sense to provide this.
- G. In those cases where a chemical product, other than that specified on the container label, is placed in the container, we must re-label the container to accurately reflect the hazards of the chemical product that has been substituted.
- H. If hazardous substances have been transferred to a secondary container, or if it is necessary to re-label an original container, words, pictures, symbols, or a combination thereof will be used to identify the product.

VI. TRAINING: All employees in the regulated areas will receive training in the handling of chemical products. There will be an annual review of the training program, and a list of each employee's training schedule will be maintained. The training program will provide instruction in the following areas:

- A. The requirements of the Hazard Communications Program;
- B. The operations of the work area where chemical products are present, including both routine and non-routine jobs;
- C. The location and availability of the SDSs;
- D. Interpretation of SDSs data and of the labeling system;
- E. Methods and observation that the employee may use to detect the presence or accidental release or spill of chemical products in the work area;
- F. Measure(s) that employees can take to protect themselves from these hazards (i.e., work practices, personal protective equipment, and emergency procedures)
- G. When a new employee is assigned or transferred to a work area in which chemical products are used, his or her orientation will include all of the above training elements, as well as all specific safety and health training required. Contractors, vendors and service personnel who have employees assigned to work on our premises in areas where potential exposure to chemical products exist must be informed of chemical hazards, availability of SDSs and appropriate protective measures.

VII. HEALTH, SAFETY AND EMERGENCY PROCEDURES

- A. To ensure that sufficient and required information is available and accessible during emergencies, or in the event of a spill in the work area, or beyond the property line of **Bramco Construction Corp**, the following information will be available to local health and jurisdictional authorities if requested or required:
1. SDSs;
 2. The location of stored chemical products if the amount is equal to 30 gallons or 300 pounds or more;
 3. Special procedures for spill control and/or clean-up for specific chemical substances;
 4. The health hazards, including symptoms of exposure and/or any recognizable medical conditions; and
 5. Environmental hazards, to air and/or water, which may result from the release of specific quantities of chemical substance(s).

HAZARD COMMUNICATION "RIGHT-TO-KNOW" TRAINING

OSHA REGULATION # 1910.1200 BECAME EFFECTIVE APRIL 23, 1986

- I. THE INTENT OF THE STANDARD IS:** The purpose of this section is to ensure that the hazards of all chemicals produced or imported are evaluated, and that information concerning their hazards is transmitted to employers and EMPLOYEES

II. PHYSICAL HAZARDS

- A. **FLASH POINT:** "Flashpoint" means the minimum temperature at which a liquid gives off a vapor in sufficient concentration to ignite.
- B. **NON-FLAMMABLE:** Does Not Meet The Definition Of Flammable (I.E. Has A Flash Point Above 100 Degrees F.
- C. **FLAMMABLE:** "Flammable" means a chemical that falls into one of the following categories:
 - 1. "Aerosol, flammable" means an aerosol that, when tested by the method described in 16 CFR 1500.45, yields a flame projection exceeding 18 inches at full valve opening, or a flashback (a flame extending back to the valve) at any degree of valve opening;
 - 2. "Liquid, flammable" means any liquid having a flashpoint below 100 deg. F (37.8 deg. C), except any mixture having components with flashpoints of 100 deg. F (37.8 deg. C) or higher.
 - 3. "Solid Flammable" means any solid that ignites easily and once ignited burns vigorously and persistently.
- D. **COMBUSTIBLE:** "Combustible liquid" means any liquid having a flashpoint at or above 100 deg. F (37.8 deg. C), but below 200 deg. F (93.3 deg. C); except any mixture having components with flashpoints of 200 deg. F (93.3 deg. C), or higher, the total volume of which make up 99 percent or more of the total volume of the mixture.
- E. **IGNITION TEMPERATURE:** The minimum temperature necessary to begin a burn (Gasoline--536°F).
- F. **LEL:** (Lower Explosive Limit) the minimum amounts of a fuel that when added to air will burn.
- G. **UEL:** (Upper Explosive Limit) the maximum amounts of a fuel that when added to air will burn.
- H. **VAPOR DENSITY:** The weight of a chemical vapor or gas as compared to air, air always equals 1 (will the chemical rise or fall when it escapes its container).
- I. **% Volatile by volume:** the part of a chemical that will evaporate if left open to the environment.
- J. **SPECIFIC GRAVITY:** The weight of a chemical as compared to water, water always equals 1.
- K. **SOLUBILITY IN WATER:** The ability of a chemical to mix with water (Humans are for the most part water, which means the chemical that mixes with water will mix with you).
- L. **ALKALI:** A product whose ph is more than 7.0 (basic)
- M. **ACID:** A product whose ph is less than 7.0

III. HEALTH HAZARDS

- A. ACUTE AFFECT: "Acute" effects usually occur rapidly as a result of short-term exposures, and are of short duration. The acute effects referred to most frequently are those defined by the American National Standards Institute (ANSI) standard for Precautionary Labeling of Hazardous Industrial Chemicals (Z129.1-1988) - irritation, corrosivity, sensitization and lethal dose. Although these are important health effects, they do not adequately cover the considerable range of acute effects, which may occur as a result of occupational exposure, such as, for example, narcosis.
- B. CHRONIC AFFECT: "Chronic" effects generally occur as a result of long-term exposure, and are of long duration. Similarly, the term chronic effect is often used to cover only carcinogenicity, teratogenicity, and mutagenicity. These effects are obviously a concern in the workplace; but again, do not adequately cover the area of chronic effects, excluding, for example, blood dyscrasias (such as anemia), chronic bronchitis and liver atrophy.
- C. EXPOSURE: "Exposure or exposed" means that an employee is subjected in the course of employment to a chemical that is a physical or health hazard, and includes potential (e.g. accidental or possible) exposure. "Subjected" in terms of health hazards includes any route of entry (e.g. inhalation, ingestion, skin contact or absorption.)
- D. ROUTE OF ENTRY:
 - 1. Inhalation; to breathe or draw into the lungs.
 - 2. Ingestion; to put into the body by swallowing.
 - 3. Injection; to force into the body through the bloodstream or the skin.
 - 4. Absorption; to soak in through the skin.
- E. TLV: (Threshold Limit Value) the airborne concentration of a substance to which it is believed that nearly all workers may be repeatedly exposed, day after day, without adverse health effects.
- F. PEL: (Permissible Exposure Limit) the maximum level of contaminate to which a worker can legally be exposed.

IV. SAFETY DATA SHEETS

- A. IDENTITY: "Identity" means any chemical or common name, which is indicated on the Safety Data Sheet (SDS) for the chemical. The identity used shall permit cross-references to be made among the required list of hazardous chemicals, the label and the SDS.
- B. Physical & Chemical Hazards: "Physical hazard" means a chemical for which there is scientifically valid evidence that it is a combustible liquid, a compressed gas, explosive, flammable, an organic peroxide, an oxidizer, pyrophoric, unstable (reactive) or water-reactive.
- C. HEALTH HAZARDS: "Health hazard" means a chemical for which there is a statistically significant evidence based on at least one study conducted in accordance with established scientific principles that acute or chronic health effects may occur in exposed employees. The term "health hazard" includes chemicals, which are carcinogens, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, hepatotoxins, nephrotoxins and neurotoxins, agents which act on the hematopoietic system and agents which damage the lungs, skin, eyes, or mucous membranes.
- D. SAFE HANDLING AND USE: Any generally applicable precautions for safe handling and use which are known to the chemical manufacturer, importer or employer preparing the Safety Data Sheet,

including appropriate hygienic practices, protective measures during repair and maintenance of contaminated equipment, and procedures for clean-up of spills and leaks;

- E. SPILLS & LEAKS: Clean-Up and Protective Procedures.
- F. CONTROL MEASURES: Engineering and work practice controls instituted by the employer to reduce risk to the employees.
- G. PPE: Personal Protective Equipment and protective clothing to protect the employee, such as; gloves, safety glasses, goggles, face shield, apron, chemical protective suits, footwear, etc.
- H. EMERGENCY AND FIRST AID: Procedures to perform to assist an employee if the employee should be injured by the chemical, this includes both in house first aid procedures and medical procedures or instructions to a physician.
- I. RESPONSIBLE PARTY: The name, address and telephone number of the chemical manufacturer, importer, employer or other responsible party preparing or distributing the Safety Data Sheet, who can provide additional information on the hazardous chemical and appropriate emergency procedures, if necessary.

EYE AND FACE PROTECTION POLICY

- I. Protective eye and face equipment is required where there is a reasonable probability of injury that can be prevented by such equipment. In such cases, **Bramco Construction Corp** will make conveniently available a type of protector suitable for the work to be performed, and employees will use such protectors. No unprotected person will knowingly be subjected to a hazardous environmental condition. Suitable eye protectors will be provided where machines or operations present the hazard of flying objects, glare, liquids, injurious radiation, or a combination of these hazards.
- II. Protectors will meet the following minimum requirements:
 - A. They will provide adequate protection against the particular hazards for which they are designed.
 - B. They will be reasonably comfortable when worn under the designated conditions.
 - C. They will fit snugly and will not unduly interfere with the movements of the wearer.
 - D. They will be durable.
 - E. They will be capable of being disinfected.
 - F. They will be easily cleanable.
 - G. Protectors must be kept clean and in good repair.
- III. Persons whose vision requires the use of corrective lenses in spectacles, and who are required by this policy to wear eye protection, will wear goggles or spectacles of one of the following types:
 - A. Spectacles whose protective lenses provide optical correction.
 - B. Goggles that can be worn over corrective spectacles without disturbing the adjustment of the spectacles.
 - C. Goggles that incorporate corrective lenses mounted behind the protective lenses.
- IV. Every protector will be distinctly marked to facilitate identification of the manufacturer.
- V. When the manufacturer indicates limitations or precautions, they will be transmitted to the user and care taken to see that such limitations and precautions are strictly observed.
- VI. Design, construction, testing, and use of devices for eye and face protection will be in accordance with American National Standard for Occupational and Educational Eye and Face Protection, Z87.1-1968.

LOCKOUT/TAGOUT POLICIES AND PROCEDURES

I. SCOPE AND PURPOSE

- A. The scope of this policy covers the servicing and maintenance of machines and equipment in which the unexpected energization or start up of the machines or equipment, or release of stored energy could cause injury to employees.
- B. This policy shall apply to the control of energy servicing and/or maintenance of machines and equipment. Please note that this includes; any time an employee is required to remove or bypass a guard or other safety device, or an employee is required to place any part of his or her body into an area where work is actually being performed upon material being processed or other danger zone exists.
- C. The purpose of this policy is to provide procedures that establish requirements for the control (lockout/tag out) of hazardous energy associated with all machinery and equipment at our facility. These procedures shall be used by all employees to protect themselves from the hazards and subsequent injuries that may occur as the result of the unexpected release of a hazardous energy source during servicing and/or maintenance operations. This policy also establishes procedures for affixing appropriate lockout devices or tag out devices, or both, to energy isolating devices.
- D. This policy goes on to explain means to otherwise disable machinery and/or equipment to prevent unexpected energization, start-up, or release of stored energy in order to prevent injury to employees.
- E. The issuance and compliance with this policy by our employees and management shall bring Bramco Construction Corp in compliance with 29 CFR 1910.147 and 29 CFR 1910.331 thru .335. All parts of this policy must be carried out by management and employees to remain in compliance.

II. DEFINITION OF TERMS

- A. **AUTHORIZED EMPLOYEE:** A person who locks or implements a tag out system procedure on machines or equipment to perform servicing or maintenance on that machine or equipment. They must receive certain training as outlined later in this policy.
- B. **AFFECTED EMPLOYEE:** An employee whose job requires him/her to operate or use a machine or equipment on which servicing or maintenance is being performed under lockout or tag out, or whose job requires him/her to work in an area in which servicing or maintenance is being performed. They must receive certain training as outlined later in this policy.
- C. **OTHER EMPLOYEES:** Employees whose work operations are or may be in an area where energy control procedures may be utilized. They must receive certain training as outlined later in this policy.
- D. **ENERGY SOURCE:** Any source of electrical, hydraulic, pneumatic, mechanical, gravity, chemical, thermal, radiation or other energy.
- E. **LOCKOUT DEVICE:** A device that utilizes a positive means such as a lock, either key or combination type, to hold an energy isolating device in the safe position and prevent the

energizing of a machine or equipment.

- F. **SERVICING AND/OR MAINTENANCE:** Workplace activities such as constructing, installing, setting up, adjusting, inspecting, modifying, and maintaining and/or servicing machines or equipment. These activities include lubrication, cleaning or unjamming of machines or equipment and making adjustments or tool changes, where the employee may be exposed to the unexpected energization or startup of the equipment or release of hazardous energy.
- G. **QUALIFIED PERSONS:** One familiar with the construction and operation of the equipment and the hazards involved. They must receive certain training as outlined later in this policy.
- H. **UNQUALIFIED PERSONS:** Employees who face a risk of electric shock that is not reduced to a safe level by the electrical installation requirements of 29 CFR 1910.303 through 1910.308 who must be trained in and be familiar with electrically related safety practices which are necessary for their safety.
- I. **TRAINING:** Hands on classroom or on-the-job style that affords all persons the ability to fully understand and comprehend the work practices necessary to protect their safety when working on, near, or with energy sources.

III. TRAINING

- A. There are three listed classifications of training identified by 29 CFR 1910.147, they are authorized, affected, and others.
- B. Authorized employees shall receive training in the recognition of applicable hazardous energy sources, the type and magnitude of energy available in the workplace, and the methods and means necessary for energy isolation and control.
- C. Affected employees shall be instructed in the purpose and use of the energy control procedure.
- D. The employees shall be instructed about the procedure, and about the prohibition relating to attempts to restart or re-energize machines or equipment which are locked out or tagged out or both.
- E. There are two listed job classifications of training identified by 29 CFR 1910.331 through 1910.335, they are qualified and unqualified.
- F. Qualified employees shall, at a minimum, be trained in and familiar with the skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment, the skills and techniques necessary to determine the nominal voltage of exposed live parts, and the clearance distances specified in 29 CFR 1910.333© and the corresponding voltages to which the qualified person will be exposed.
- G. Unqualified employees shall be trained in and familiar with any electrically related safety practices not specifically addressed by 29 CFR 1910.331 through 1910.335 but which are necessary for their safety.
 - 1. Appendix A shall list the authorized employees.
 - 2. Appendix B shall list the affected employees.
 - 3. Appendix C shall list all other employees.
 - 4. Appendix D shall list the qualified employees.
 - 5. Appendix E shall list all unqualified employees.

- H. Whether an employee is considered to be qualified will depend upon various circumstances in the workplace. It is possible and in fact, likely for an individual to be considered "qualified" with regard to certain equipment in the workplace, but "unqualified" as to other equipment. An employee who is undergoing on-the-job training and who, in the course of such training, has demonstrated an ability to perform duties safely at his or her level of training and who is under the direct supervision of a qualified person is considered to be a qualified person for the performance of those duties. All training will be hands-on, by a qualified trainer. Copies of training materials, lesson plans, competency exams, lists of attendees, qualifications of trainers will be found in appendix G of this document.
- I. Initial training shall be certified by management or its representative for all levels. Initial training shall be accomplished before the employee's initial exposure to hazardous energy in the workplace.
- J. Retraining will be done on an annual basis or when there is a change in job assignments, a change of machinery, equipment or processes that presents a new hazard when there is a change in the energy control procedures. Retraining shall also be conducted whenever a periodic inspection reveals, or management has reason to believe, that there are deviations from or inadequacies in the employee's knowledge or use of the energy control procedures.

IV. PROTECTIVE MATERIALS AND HARDWARE

- A. As the employer, we will provide all protective materials and hardware to effectively isolate, secure, and/or block all machinery and equipment from energy sources.
 - 1. The lockout and tag out devices shall be singularly identified; shall be the only devices used for controlling energy; shall not be used for any other purpose;
 - 2. Shall be durable to withstand the environment they are exposed to for the duration of exposure;
 - 3. Standardized within the facility in at least one of the following criteria; color, shape, or size and in the case of tags; print and format.
 - 4. Lockout devices shall be substantial enough to prevent removal without the use of excessive force or unusual techniques; tag out devices, including their means of attachment, shall be substantial enough to prevent inadvertent or accidental removal; tag out device attachment shall be of a non-reusable type, attachable by hand, self locking, and non-releasable with a minimum locking strength of no less than 50 pounds and having the general design and basic characteristics of being at least equivalent to a one-piece, all environment-tolerant nylon cable tie.
 - 5. The devices shall be identifiable and shall indicate the identity of the employee applying the device(s). Tag out devices shall also warn against hazardous conditions if the machine or equipment is energized.
- B. The **Bramco Construction Corp** policy will be to use both lock and tag in all applications as per 29 CFR 1910.333 (b)(2)(iii)(all) for not only the electrical, as noted, but for all hazardous energy isolation. Locks, multiple lock hasps, tags, gate valve lockout devices, ball valve lockout devices, and all other devices for this program shall be issued by management to authorized and qualified employees. These employees shall have the training and competency to use these devices to protect not only them but the affected, unqualified and all other employees.
- C. To prevent confusion as to the locks being used for the lockout system in our facility we have chosen (add color) as the only color to be used. No other locks shall be used in our facility for any purpose. These locks are substantial and durable using 5 pin tumblers, hardened steel shanks, and hardened steel casings. The employee's name shall be inscribed on each lock (or on a tag attached to each lock) for the personal lockouts, and the spare locks shall be inscribed with

a company identification number. Locks shall be issued with only one key and any additional keys shall be destroyed or kept under lock and key by the plant manager to prevent unauthorized removal.

- D. If an energy-isolating device is not capable of being locked out a tag out system shall be used. When this occurs during replacement, repair, renovation or modification of machines or equipment and whenever new machines or equipment is installed, energy isolating devices for such machinery or equipment shall be designed to accept a lockout device.
- E. When a tag out device is used by itself, it shall be attached at the same location that a lockout device would have been attached and additional means to provide a level of safety equivalent to that of a lockout will be implemented. Additional means to be considered as part of the demonstration of full employee protection shall include the implementation of additional safety measures to reduce the likelihood of inadvertent energization.
- F. When two or more employees are working on the same machinery or equipment, each is responsible for affixing his or her lock to provide full employee protection.

V. PERIODIC INSPECTIONS

- A. Periodic inspections shall be conducted at least annually to ensure that the procedure and the requirements of this policy are being followed. These periodic inspections shall be both random audits and planned visual observations. The inspection shall be performed by a person authorized by management other than the one implementing the energy control procedure that is being inspected. Three areas will be reviewed during this inspection:
 - 1. Are the proper steps in the energy control procedure being followed
 - 2. Is the procedure adequate to provide the necessary protection from all types of hazardous energy and what, if any, changes are needed.
 - 3. Does the employee involved know and understand his/her responsibilities under this procedure.
- B. All employees involved in a periodic inspection will be identified and the name of the inspector will appear on the certification document used to certify the inspection. Also included on this certification document shall be the time, date, equipment the procedure was performed on, any deviations or inadequacies in the performance of the procedure, retraining necessary, and/or disciplinary action necessary, if any.
- C. If problems with the procedure are encountered the process will be re-evaluated and more appropriate procedures will be implemented. These inspections shall be done on a one-on-one basis and also in group meetings.
- D. If deviations are identified or if employees do not clearly understand the procedure, retraining will be conducted to the extent that the procedures are properly followed. Certification of this retraining is required.
- E. Each supervisor shall effectively enforce compliance with this policy and procedure including the use of corrective disciplinary actions when necessary. Failure of the worker to follow the lockout/tag out procedures will be dealt with as inadequacy in supervision and could result in corresponding disciplinary action against the involved supervisor. If it is determined that the supervisor did not effectively administer the lockout/tag out procedures.

VI. PROGRESSIVE DISCIPLINARY POLICIES

- A. **FIRST OFFENSE** - Formal verbal warning. The formal verbal warning will be documented and include;
 - 1. What behavior was unacceptable
 - 2. Documentation of retraining
 - 3. Employee and supervisor signature
 - 4. Next offense will subject the employee to additional discipline up to and including termination. This document can be purged from the employee file if no future violation occurs within 24 months.

- B. **SECOND OFFENSE** - Formal written warning. The formal written warning shall be documented and include;
 - 1. What behavior was unacceptable
 - 2. A summary of earlier warnings for unacceptable behavior
 - 3. Date set for follow-up formal review(s)
 - 4. Signed by the employee, supervisor, and personnel director
 - 5. The next offense will subject the employee to additional discipline up to and including termination and becomes part of the employee's personal file.

- C. **THIRD OFFENSE** - Three day suspension without pay.
 - 1. What behavior was unacceptable
 - 2. A summary of earlier warnings for unacceptable behavior
 - 3. A review with the employee, the employee's immediate supervisor, personnel director, & plant manager.
 - 4. Schedule a three-day suspension without pay
 - 5. Date set for follow-up formal review
 - 6. Signed by all parties involved
 - 7. The next offense will subject the employee to additional discipline up to and including termination and becomes part of the employee's personal file.

- D. **FOURTH OFFENSE** - Formal review.
 - 1. What behavior was unacceptable
 - 2. A summary of earlier warnings and discipline for unacceptable behavior
 - 3. A review with the employee, the employees immediate supervisor, personnel director, & plant manager to determine appropriate punishment up to and including termination. Employee will be notified of outcome within three days of beginning of suspension.
 - 4. Automatic suspension.
 - 5. Signed by all parties involved.

Immediate termination can be invoked for any infraction that endangers the safety of life or limb of the employee or any co-workers.

VII. OUTSIDE PERSONNEL (Contractors, Etc.)

- A. When outside service workers or contractors are used for in plant work, the following shall be observed and documented:
 - 1. An assessment will be made of the work to be performed by the service worker or contractor, including;
 - a. What work will be done
 - b. Does the work require lockout/tag out?
 - c. Will there be any possible exposure of hazardous energy to our employees during the time outside service personnel are performing their work.
 - 2. If the answer to b and c is "no" then nothing more is required.
 - 3. If the answer to either b or c is "yes" then the following must be done:

- a. A review of both on-site lockout/tag out procedures and the outside contractor's lockout/tag out procedures shall be made.
 - b. This review shall be communicated to the on-site employees. Compliance with the outside contractor procedure shall be enforced when the outside contractor has an appropriate procedure.
 - c. This policy and procedure shall be conveyed to the outside contractor to ensure his/her employees of the lockout/tag out protection.
- B. The above procedures shall be documented by completing the "contractor orientation meeting form attached to this document and forwarding it to the plant manager for filing.
- C. No work will be commenced in the plant by outside personnel or contractors before the plant manager has certified that they are aware of these procedures.

VIII. ENERGY ISOLATION CONTROL MEASURES

- A. **EMPLOYEES AUTHORIZED OR QUALIFIED:** Only authorized employees shall perform lockout and/or tag out measures. Only qualified employees shall perform lockout/tag out for exposed electrical equipment.
- B. **NOTIFICATION OF EMPLOYEES:** Affected employees shall be notified by management or authorized employee of the application and removal of lockout devices. This shall be done before the controls are applied, and before they are removed from the machine and equipment.
- C. **PREPARATION FOR SHUTDOWN:** Before the authorized or qualified employee turns off or locks out the machinery or equipment he/she will have knowledge of the type and magnitude of all energy sources to the machinery, and the hazards of the energy to be controlled, and the means to control the energy. This will be found in the isolation control procedure for the particular machine or equipment
- D. **ORDERLY SHUTDOWN:** The machine or equipment shall be turned off or shut down using the procedures required by the specific energy isolation control procedure found in the attachment to this policy. An orderly shutdown must be utilized to avoid any additional or increased hazards to employees as a result of equipment de-energization. Orderly shutdown at this facility includes having placed the equipment in local control rather than computer control so that the start/stop station controls are activated for the authorized person to use in the "try out" portion of the procedures.
- E. **MACHINE OR EQUIPMENT ISOLATION:** All energy isolating devices that are needed to control the energy to the machine or equipment shall be physically located and operated in such a manner as to isolate the machine or equipment from the energy source(s).
- F. **LOCKOUT OR TAG OUT DEVICE APPLICATION:** Lockout or tag out devices shall be affixed to each energy source isolating device by authorized or qualified employees. Lockout devices shall be affixed in a manner that will hold the energy isolating devices in a "safe" or "off" position.
- 1. Where tag out devices are used they shall be affixed in such a manner as will clearly indicate that the operation or movement of energy isolating devices from the "safe" or "off" position is prohibited. They will be affixed in such position as to be immediately obvious to anyone attempting to operate the device.
- G. **STORED ENERGY:** Following the application of lockout or tag out devices to energy isolating devices, all potentially hazardous stored or residual energy shall be relieved, disconnected, restrained, and otherwise rendered safe. Stored electric energy which might endanger

personnel shall be released, by a qualified employee. Capacitors shall be discharged and high capacitance elements shall be short-circuited and grounded, if the stored electric energy might endanger personnel. If there is a possibility of re-accumulation of stored energy to a hazardous level, verification of isolation shall be continued until the servicing or maintenance is completed, or until the possibility of such accumulation no longer exists.

- H. **VERIFICATION OF ISOLATION:** Prior to starting work on machines or equipment that have been locked or tagged out or both, the authorized employee shall verify that isolation and de-energization of the machine or equipment have been accomplished.
 - 1. After the lockout of the equipment has been accomplished it is necessary that the authorized person attempt to restart the equipment using the start switch located at the equipment. It is necessary that the authorized person first check with the operator to verify that the controls have been made local or this check will not be valid. After using the start switch, and the equipment did not operate, engage the stop switch to prevent inadvertent start-up when re-energized.
 - 2. A qualified employee shall verify that electrical energy has been isolated and de-energized. Qualified personnel will use test equipment to test the circuit elements and electrical parts of equipment to which employees will be exposed and will verify that the circuit elements and equipment parts are de-energized. The tests will also determine if any energized condition exists as a result of inadvertently induced voltage or unrelated voltage back feed even though specific parts of the circuit have been de-energized and presumed to be safe. If the circuit to be tested is over 600 volts, nominal, the test equipment will be checked for proper operation immediately after the test.
- I. **RELEASE FROM LOCKOUT AND/OR TAG OUT:** Before lockout and/or tag out devices are removed and the energy restored to the machine or equipment, the following steps must be taken by the authorized and/or qualified person(s):
 - 1. The work area shall be inspected to ensure that non-essential items have been removed and to ensure that machine or equipment components are operationally intact.
 - 2. The work area will be checked to ensure that all employees have been safely positioned or removed. Before lockout and/or tag out devices are removed and before machines or equipment are energized, affected employees shall be notified that the lockout and/or tag out devices are being or have been removed.
 - 3. Each lockout or tag out device will be removed from each energy isolating device by the employee who applied the device.

IX. SPECIAL PROCEDURES FOR WORKING ON OR AROUND ELECTRICAL CIRCUITS AND EQUIPMENT

- A. **DE-ENERGIZING EQUIPMENT:** An assessment will be conducted to determine the specific procedures for de-energizing circuits and equipment before they are de-energized.
 - 1. The circuits and equipment to be worked on will be disconnected from all selector switches, and interlocks will not be used as the sole means for De-energizing circuits or equipment. Interlocks for electric equipment will not be used as a substitute for lockout and tagging procedures.
 - 2. Stored electrical energy which might endanger personnel will be released. Capacitors will be discharged and high capacitance elements will be short circuited and grounded, if the stored energy might endanger personnel.
 - 3. Stored non-electric devices that could re-energize electric circuit parts will be blocked or relieved to the extent that the circuit parts could not be accidentally energized by the device.
- B. **APPLICATION OF LOCKS AND TAGS:** A "lock and tag" will be placed on each disconnecting

means used to de-energize circuits and equipment on which work is performed. The lock will be attached so as to prevent persons from operating the disconnecting means unless they resort to undo force or use of tools.

1. Each tag will contain a statement prohibiting unauthorized operation of the disconnecting means and removal of the tag.
- C. VERIFICATION: Only qualified persons will operate the equipment operating controls and verify de-energization to ensure the equipment cannot be restarted.
1. Only qualified persons will conduct tests and visual inspections, as necessary to make sure that all tools, electrical jumpers, shorts, grounds, and other such devices have been removed, so that the circuits and equipment can be safely energized.
- D. RELEASE FROM LOCKOUT AND TAG OUT: Employees exposed to the hazards associated with re-energizing the circuit or equipment will be warned to stay clear of circuits and equipment.

X. GROUP LOCKOUT

- A. When servicing or maintenance is to be performed by a crew, they will each be provided with a lock and tag. An authorized employee will assume responsibility of the entire crew so as to ascertain the exposure status of each group member and ensure continuity of protection.
- B. Each employee will affix a personal lockout or tag out device to a group lockout device lockbox or comparable mechanism when he or she begins work, and shall remove those devices when he or she stops working on the machine or equipment being serviced or maintained.

XI. SHIFT OR PERSONNEL CHANGES

- A. If there is a shift or personnel change while machines or equipment are locked out, specific procedures have been developed and are to be followed to minimize exposure to hazards from the unexpected energization, start-up of the machine or equipment, or release of stored energy.
- B. The person from the off going shift shall inform the oncoming shift of the procedures used to lockout and verify the purpose of the lockout condition, and any and all potential stored energy. At that time the oncoming employee will attach their lock to the energy isolating device and then the off going employee will remove their lock from the energy isolating device.
- C. Should there not be a replacement employee for an off going employee the off going employee shall inform management of the lockout condition and have management put their lock on the machine or equipment following the procedures above.

ELECTRICAL SAFETY

- I. **PURPOSE:** Electricity is a serious work place hazard, capable of causing both employee injury (shocks, electrocution, fires and explosions) as well as serious property damage. By providing all employees personnel with proper training in safe electrical work practices, **Bramco Construction Corp** hopes to reduce the risk of such incidents.

II. RESPONSIBILITIES

- A. **Bramco Construction Corp** management is responsible for providing employee safety training, conducting electrical safety inspections, correcting all electrical safety hazards, and ensuring that all new electrical equipment and components comply with codes and regulations.
- B. Employees are responsible for the immediate reporting of electrical safety hazards, for not working on electrical equipment without proper training and authorization, and for inspecting equipment prior to using it.

III. DEFINITIONS

- A. **QUALIFIED WORKER:** An employee who is trained and authorized to perform work on electrical equipment and components.
- B. **UNQUALIFIED WORKER:** An employee who has not been trained or authorized to perform electrical work.

IV. HAZARD CONTROL

- A. The following control methods will be used to prevent occurrence of electricity-related incidents.
- B. **ENGINEERING CONTROLS:**
1. All electrical distribution panels, breakers, disconnects, switches and junction boxes must be completely enclosed;
 2. Water-tight enclosures must be used if any of these components could possibly be exposed to moisture;
 3. Structural barriers must be used to prevent accidental damage to electrical components;
 4. Conduits must be supported for their entire length, and any non-electrical attachments to conduits are prohibited;
 5. Non-rigid electrical cords must have strain relief wherever necessary.

V. ADMINISTRATIVE CONTROLS

- A. Only trained, authorized employees may repair or service electrical equipment.
- B. Contractors must be licensed and qualified to perform electrical work.
- C. Physical barriers must be used to prevent unauthorized persons from entering areas where new installation or repair of electrical components or equipment is being performed.
- D. Only authorized employees may enter electrical distribution rooms.
- E. All electrical control devices must be labeled properly.

- F. Senior facility management must authorize any work on energized electrical circuits.

VI. WORK PRACTICE CONTROLS

- A. Employees covered under this policy must wear all appropriate PPE according to the PPE section of this policy.
- B. Use only tools that are properly insulated.
- C. **Bramco Construction Corp** will remain in compliance with current NEC codes and will provide approved ground-fault circuit interrupters for all 120-volt, single phase, 15 and 20 ampere receptacle outlets which are not a part of the permanent wiring of the building or structure and which are in use by employees.
 - 1. Receptacles on the ends of listed extension cords are not part of the permanent wiring and therefore will be protected by ground-fault circuit interrupters whether or not the listed extension cord is plugged into permanent wiring. No job made extension cords will be accepted.
- D. Listed or labeled equipment shall be installed and used in accordance with any instructions included in the listing or labeling.

VII. ELECTRICAL EQUIPMENT INSPECTIONS: Inspect all electrical equipment for hazards that could cause employee injury or death. Consider the following factors when determining the safety of the equipment:

- A. Suitability for the intended use.
- B. Proper insulation.
- C. Heating effects under conditions of use.
- D. Arcing effects.
- E. Classification by type, size, voltage, current capacity and intended use.

VIII. PERSONAL PROTECTIVE EQUIPMENT: **Bramco Construction Corp** will provide personal protective equipment for use by employees working in areas where they could be exposed to electrical hazards.

- A. Employees are required to observe the following procedures for PPE use:
 - 1. PPE use is mandatory when contact with exposed electrical sources is likely.
 - 2. Only use PPE that is designed for the work being performed.
 - 3. Inspect and test all PPE prior to use.
 - 4. Use a protective outer cover (leather, for example) if the work being performed might damage the PPE's insulation.
 - 5. Wear non-conductive headgear if there is danger of electrical burns or shock from contact with exposed, energized equipment.
 - 6. Wear eye and/or face protection any time there is danger of flying objects, flashes or electrical arcs produced by an electrical explosion.

IX. EMPLOYEE TRAINING

A. QUALIFIED EMPLOYEES

1. Training for those employees qualified to perform electrical work will consist of:
 - a. Specific equipment procedures.
 - b. The training requirements outlined in OSHA standard 29 CFR 1910.331 to 1910.339

X. UNQUALIFIED EMPLOYEES: Employees that are not qualified or authorized to perform work on electrical equipment and components will be trained in general electrical safety precautions for the purpose of hazard awareness.

A. The following electrical safety rules also apply to unqualified employees:

1. Do not conduct any electrical repairs.
2. Report all electrical hazards to your supervisor.
3. Do not operate equipment if you believe there is an electrical hazard.
4. Do not allow electrical equipment or components to contact water.
5. Remember that even low-voltage electricity can be physically harmful.
6. Do not use cords or plugs that are missing the 'ground' prong.
7. Do not overload electrical receptacles.

MACHINERY AND MACHINE GUARDING

I. MACHINE GUARDING

- A. One or more methods of machine guarding shall be provided to protect employees in the machine area from hazards such as those created by point of operation, ingoing nip points, rotating parts, flying chips and sparks.
- B. Guards shall be affixed to the machine where possible and secured elsewhere if not possible.
- C. A guard shall not offer an accident hazard in itself.
- D. The point of operation of machines where operation exposes an employee to injury shall be guarded.
- E. Revolving drums, barrels and containers shall be guarded by an enclosure, which is interlocked with the drive mechanism.
- F. When the periphery of the blades of a fan is less than 7 feet above the floor or working level, the blades shall be guarded with a guard having openings no larger than ½ inch.

II. ANCHORING FIXED MACHINERY: Machines designed for a fixed location shall be securely anchored to prevent walking or moving.

- A. All machines will be operated according to the manufacturers specifications following the recommendations specific to each piece of equipment.

MACHINE GUARDING POLICY

This **Bramco Construction Corp** policy establishes general machine guarding procedures for all employees and equipment.

I. REQUIREMENTS

A. GENERAL

1. Serious injury can result from coming into contact with the moving parts of a machine. This procedure outlines the requirements and describes methods to protect employees from machine hazards.
2. The safeguarding of any single machine depends on how and where it is used. Variables to consider include:
 - a. Manufacturers' recommendations
 - b. Government regulations
 - c. Production requirements
 - d. Accepted industry standards
 - e. Operator training and skill
 - f. Company practice
 - g. Environmental factors
 - h. Maintenance activities
 - i. Cost of safeguarding options

II. MACHINE SAFEGUARDING

- A. Machine safeguarding is the application of engineering, work practice, and administrative controls to prevent the injury of employees who operate machines or who are in the vicinity of machine operations. The primary steps of machine safeguarding are:
 1. Identify hazards
 2. Predict injury and the probability of occurrence
 3. Develop and implement a systematic safeguarding program
 4. Develop, implement and maintain machine guarding training and awareness
- B. There are four major elements that should be understood about machine safeguarding:
 1. Any part, function, or process that may cause injury must be safeguarded. Where possible, manufacturer-supplied means of guarding should be used.
 2. When safeguarding machines, utilize methods that provide protection and good production processes.
 3. Guards in themselves must not create a hazard.
 4. Guards should be attached to the machine, if possible.

III. COMMON METHODS OF GUARDING ARE:

- A. Fixed barrier guards (preferred)
- B. Adjustable barrier guards
- C. Interlocking devices
- D. Remote control and placement
- E. Electronic safety devices

- F. Removal devices
- G. Pressure-sensing devices
- H. Administrative controls
- I. Combinations of the above methods may be required for machine guarding and operational safety.
- J. General machine guarding policies are as follows:
 - 1. A guard shall be attached to each machine, if possible, and be designed so it does not offer an accident hazard.
 - 2. A guard device shall prevent the operator from having any part of the body come into contact with the moving parts of machinery or equipment during the operating cycle.
 - 3. Special hand tools provide supplemental protection for employees when placing and removing material. They permit easy handling of materials and eliminate the need for operators to place a hand in the danger zone. Such tools do not replace guarding.
 - 4. All revolving drums, barrels and containers shall be guarded by an enclosure that is interlocked with the drive mechanism.
 - 5. All revolving shafts, wheels, pulleys and other revolving parts shall be guarded to prevent an employee from coming in contact with the moving part.
 - 6. If the periphery of blades of a fan is less than seven feet above the floor or working level, the blades shall be guarded. The guard shall have openings that are no larger than ½ inch.
 - 7. Machines designed for a fixed location shall be securely anchored to prevent walking, moving, and tipping.

IV. MACHINE OPERATION CLEARANCE

- A. Machine operators and personnel performing maintenance should read and understand the applicable sections of a manufacturer's owner/operator and maintenance manuals before operating the machine. Machine operators and personnel performing maintenance shall receive training from the manufacturer of the machine with approved training before working with the machines, to include at a minimum:
 - 1. Train operators in proper operation, safety procedures, hazard recognition, and emergency shutdown procedures for each machine that they are assigned to operate.
 - 2. Train personnel performing maintenance in hazard recognition, safe maintenance work practices, and emergency shutdown procedures for each machine that they are assigned to service.
 - 3. Identify multiple energy sources and explain machine-specific lockout and tag-out procedures to all personnel assigned to work with that machine.
 - 4. Identify personal protective equipment required for machine operators and maintenance personnel and provide the equipment to affected personnel.
 - 5. Instruct personnel working with machines that jewelry, watches, bracelets, rings, necklaces, and neckties should not be worn and that long hair should be contained to prevent its entanglement.
 - 6. Managers shall maintain a current list of personnel authorized to operate each machine or unique piece of equipment.

V. INSTALLATION

- A. When installing a machine, the following guidelines should be used:
 - 1. Allow enough space between machines to ensure safe operation and material handling.
 - 2. Install machines according to the manufacturer's instructions. Secure machines for fixed locations to prevent them from traveling during operation or if struck by equipment or personnel.
 - 3. Locate operator controls within easy reach of the operator. Operators should be able to get to controls without reaching over hazardous areas or points of operation.
 - 4. Install exhaust systems, when applicable, and supplementary lighting, if needed for safe operation before machines are approved for use.
 - 5. Mount a placard on each machine that explains the safe work practices and procedures for that machine. If it is not practical to mount the placard on a machine, place the placard on the wall next to the machine in a location where the operator at the control station can easily see it.

VI. INSPECTION

- A. Employees who are assigned to machine operations or maintenance shall inspect machines before working with them.

VII. MAINTENANCE

- A. A preventive maintenance program shall be implemented to maintain the reliability of the machines and their guards. The manufacturer should be consulted to develop the frequency and method of preventive maintenance.

VIII. GUARDING METHODS

- A. Any machine that grinds, shears, punches, presses, squeezes, draws, drills, cuts, rolls, mixes, or performs a similar action shall be guarded when possible. Safeguarding should prevent the operator and other employees from being struck, caught, burned, exposed to electric shock, or hit with chips or coolant.
- B. If the manufacturer's recommendations for safeguarding do not meet government or industry standards, additional safeguarding should be implemented to comply with these standards.
- C. A machine shall be operated only when all safeguards are functional and in place. No control or component of the machine's safeguarding system should be altered or bypassed, including limit switches, light curtains, interlocks, and presence-sensing devices, during normal operations.

IX. GENERAL RULES FOR GUARDING

- A. Guarding should:
 - 1. Protect the operator and other employees in the machine area from hazards such as those created by the point of operation, ingoing nip points, rotating parts, flying chips, and sparks.
 - 2. Be attached to the machine or secured elsewhere if attachment is not possible.
 - 3. Not pose an accident hazard in itself.
 - 4. Conform to applicable government and industry standards. In the absence of such standards, it must be designed and constructed to prevent the operator and other employees from having any body part in the danger zone during the machine's operating cycle.

5. Be secured by means not easily removed.
6. Facilitate machine inspection as practical.
7. Permit maximum visibility of the point of operation.

X. POWER TRANSMISSION APPARATUS

- A. Hazards such as belts, gears, sprockets, chains, shafts, and pulleys that are associated with power transmissions apparatus must be guarded. Cover all moving parts of power transmission apparatus that are within 7 feet from the floor or working platform. Guard all exposed parts of horizontal, vertical, and inclined shafting that are within 7 feet from the floor or working platform. Use one of the following methods:
 1. A stationary casing constructed of expanded, perforated, or solid-sheet metal
 2. A helical-wound metal strip completely enclosing the shafting
 3. A collapsible or telescoping guarding device unless the projection is less than one-half the diameter of the shaft and the projecting end is completely smooth.
- B. For machines that require frequent oiling, use openings with hinged or sliding self-closing covers provided by the manufacturer.
- C. Provide oil lubrication points at remote or ground level mechanisms.
- D. Instruct regular oilers to wear tight-fitting clothing.
- E. Whenever possible, oil machinery when equipment is not in motion.
- F. Protect employees from projections in revolving parts by:
 1. Removing the projections (preferred)
 2. Making the projections flush
 3. Guarding the projections with a metal cover
- G. This does not apply to keys and setscrews already guarded within gear or sprocket casings.

XI. SWITCHES AND REMOTE CONTROLS

- A. Switches and remote controls should be safeguarded as follows:
- B. Clearly mark switches and operating controls in simple language to indicate their purpose.
- C. Keep switches, operating controls, and control buttons in good operating condition at all times. If a component is damaged or missing, immediately repair or replace it.

XII. ROLES AND RESPONSIBILITIES

- A. MANAGEMENT
 1. Ensure compliance in their functional areas with the policies and requirements directed by this procedure.
 2. Ensure their personnel are trained and qualified to perform the task being assigned to them.
 3. Perform or have designee perform quarterly machine guarding inspections of all machinery.
 4. Identify employees who are authorized to operate each piece of machinery.

XIII.EMPLOYEES

- A. Comply with the machine guarding and training requirements directed by this procedure.
- B. Do not perform any task requiring formal training until the required training is completed, documented, and current.
- C. Refuse to operate any piece of equipment for which they are not familiar and/or not properly trained.

HAND AND POWER TOOL SAFETY

This **Bramco Construction Corp** policy will establish safety requirements for all employees in the safe use, storage and maintenance of hand tools.

I. REQUIREMENTS

A. GENERAL HAND TOOL REQUIREMENTS

1. All hand tools shall be maintained in a proper working condition. Any tool found not in proper working condition, or develops a defect during use, shall be immediately removed from service until properly repaired or replaced.
2. Wooden handles of all tools shall be kept free of splinters or cracks and shall be kept tight in the tool.
3. Insulated tools used for hot electrical work shall meet ANSI Standards for electrical safety tools (tools which meet this standard shall be marked by the manufacturer with a small double triangle and the number 1000 followed by a "v" or the word "volt".)

B. SAFE WORK PRACTICES

1. Select the right tool for the job.
2. Use tools correctly.
3. Keep tools in good condition.
4. Keep tools properly stored when not in use.
5. Use the proper personal protective equipment (PPE).

II. ROLES AND RESPONSIBILITIES

A. MANAGEMENT

1. Ensure compliance in their functional areas with the policies and requirements directed by this procedure.
2. Ensure their personnel are trained and qualified to perform the task being assigned to them.
3. Ensure any defective tools are immediately removed from service.
4. Affected manager must perform checklist for hand tools at least quarterly.

B. EMPLOYEES

1. Comply with the policies and requirements directed by this procedure.
2. Make sure they do not perform any task requiring formal training until the required training is completed and documented.
3. Refuse to operate any piece of equipment for which they are not familiar and/or not properly trained.
4. Ensure any defective tools are immediately removed from service.

LADDERS

I. COMPLIANCE: All stairways and ladders will be in compliance with the following:

- A. Self-supporting and non-self-supporting portable ladders will be rated to support 4 times the maximum intended load.
- B. Two or more ladders or a double-cleated ladder will be provided for access to or egress from a structure on which more than 25 people are working.
- C. Ladder rungs and cleats will be parallel, level, and spaced uniformly. The rungs will be uniformly set at an interval between 10 and 14 inches.
- D. The minimum distance between the 2 side rails of a fixed ladder and individual rung stepladders will be 16 inches.
- E. The rungs of portable and fixed metal ladders will be corrugated, knurled, dimpled, or coated with skid-resistant material.
- F. Ladders will not be tied or fastened together vertically unless they are specifically designed for that purpose.
- G. If two or more separate fixed ladders are used to reach an elevated work area, they will be offset and include a platform, guardrails, overhead protection, and toe boards.
- H. Permanently attached ladders will have a back clearance of 7 inches or more.
- I. There will be at least a 30-inch clearance at the base of the climbing side of a ladder.

II. USE REQUIREMENTS FOR LADDERS:

- A. A worker who ascends or descends a ladder will face the ladder and not hand-carry objects or loads that could affect stability.
- B. All points of access to ladders will be clear of construction materials.
- C. If used in an area where it can be displaced by activity or traffic, a ladder will be secured to prevent its accidental displacement.
- D. All ladders will be periodically inspected for defects (for example, broken or missing rungs) by a competent person. If a ladder has been damaged in any way, it will be thoroughly inspected; if any defects are found, the ladder will be tagged "DO NOT USE" and removed from service. Do not paint wooden ladders, as painting will hide defects.
- E. Portable ladders used to reach an upper landing of a structure will have side rails that extend at least 3 feet above the landing.
- F. Ladders will be free of oil, grease, and other hazards that may cause a worker to slip.
- G. Ladders will be used only for the purpose for which they were designed. Ladder bases will have slip-resistant feet (unless secured) and be used on a surface that is stable and level.

- H. Ladders will not be moved, shifted, or extended when workers are on them.
- I. Ladders that may come in contact with exposed energized electrical equipment will have nonconductive side rails.
- J. Single-rail ladders will not be used.
- K. Stepladders should only be used fully unfolded, and workers will not stand above the second from the top step.
- L. Wooden ladders will not be painted so as to obscure a defect in the wood; only a clear, nonconductive finish will be used.
- M. Ladders will be sufficiently strong enough for their intended use.
Portable metal ladders will not be used in the vicinity of energized electrical circuits.
- N. Ladders shall not be placed in front of a door that opens toward the ladder, unless the door is open, locked, or guarded.
- O. Only one employee will work from a ladder at one time (except for hook type ladders.) If two employees are required, a second ladder will be used.
- P. When ascending or descending ladders, employees will have both hands free and shall face the ladder.
- Q. Ladders will not be used as scaffold platforms.
- R. Boxes, chairs, etc., will not be used as ladders.
- S. Employees will not use a ladder until they have been properly trained in its use.

III. STRAIGHT LADDERS:

- A. Portable straight ladders will not be used without nonskid bases.
- B. The ladder will be placed so that the distance between the bottom of the ladder and the supporting point is approximately one-fourth of the ladder length between supports.
- C. Straight ladders will not be climbed beyond the third step from the top.
- D. When working from a portable ladder, the ladder must be securely placed, held, tied, or otherwise made secure to prevent slipping or falling.
- E. When dismounting from a ladder at an elevated position (as at a roof) the employee shall ensure that the ladder side rails extend at least 3 feet above the dismount position, or that grab bars are present.
- F. Ladders will not be spliced together to form a longer ladder.
- G. A ladder will not be placed against an unsafe support.

SLIPS TRIPS AND FALLS PROGRAM

I. INTRODUCTION

Have you ever slipped, tripped or fallen? Everyone has at one time or other and many have several times. Slips, trips and falls are among the most frequent types of accidents, second only to motor-vehicle accidents as a cause of death. They are second in the number of disabling injuries in occupations, accounting for nearly 25 percent of all disabling injuries.

The slips trips and falls program will serve as our company's program to prevent accidents and to reduce the number and seriousness of injuries from slips, trips and falls within our company.

II. TYPES OF FALLS

- A. Falls are of two basic types: elevated falls and same-level falls. Same-level falls are most frequent, but elevated falls are more severe.
 - 1. Same-Level Falls: high frequency--low severity
 - 2. Elevated Falls: lower frequency--high severity
- B. Same-level falls are generally slips or trips in which the individual is injured when he hits a walking or working surface, or strikes some other object during the fall. Over 60 percent of elevated falls are of less than 10 feet.

III. SLIP AND FALL

- A. Slips are primarily caused by a slippery surface and compounded by wearing the wrong footwear. In normal walking, two types of slips occur.
- B. The first of these is when the forward foot contacts the walking surface at an angle near the rear edge of the heel. With this type of slip the front foot slips forward and the person falls backward.
- C. The second type of fall is when the rear foot slips backward. The force to move forward is on the sole of the rear foot. As the rear heel is lifted and the force moves forward to the front of the sole, the foot slips back and the person falls.
- D. To prevent such slips and falls, a high coefficient of friction (COF) between the shoe and walking surface is needed. On ice, wet and oily surfaces this COF can be as low as .10 with shoes that are not slip-resistant. What is needed is a COF of .40 to .50 or more for excellent traction. To put this figure in perspective, a brushed concrete surface and a rubber heel will often show a COF greater than 1.0. Leather soles on a wet smooth surface, such as ceramic tile or ice, may have a COF as low as .10.
- E. Providing dry walking and working surfaces and slip-resistant footwear are the answer to slips and their resultant falls and injuries. Obviously, high heels, with minimal heel-to-surface contact, cleats on heels, and shoes with leather or other hard, smooth-surfaced soles lead to slips, falls and injuries. Shoes with cleated soft rubber soles and heels provide a high COF and are recommended.
- F. In work areas where the walking and working surface is likely to be slippery, non-skid strips or floor coatings should be used. Since a COF of .40 to .50 is preferred for walking and working surfaces, we should strive for a surface that provides a minimum of 50 percent of this friction. If the working surface is very slippery, no footwear will provide a safe COF.

IV. TRIP AND FALL

- A. Trips occur when the front foot strikes an object and is suddenly stopped. The upper body is then thrown forward and a fall occurs. As little as a 3/8" rise in a walkway can cause a person to 'stub' his toe resulting in a trip and fall. The same thing can happen going up a flight of stairs: only a slight difference in the height of the steps and a person can trip and fall.

V. STEP AND FALL

- A. Another type of working and walking surface fall is the step and fall. This occurs when our front foot lands on a surface lower than expected, such as unexpectedly stepping off a curb in the dark. In this type of fall we normally fall forward. A second type of step and fall occurs when we step forward or down, and either the inside or outside of our foot lands on an object higher than the other side. The ankle turns and we tend to fall forward and sideways.

VI. CONTRIBUTING FACTORS

- A. Proper housekeeping in work and walking areas can contribute to safety and the prevention of falls. Not only is it important to maintain a safe working environment and walking surface, these areas must also be kept free of obstacles which can cause slips and trips. One method which promotes good housekeeping in work environments is the painting of yellow lines to identify working and walking areas. These areas should never be obstructed by objects of any kind.
- B. Adequate lighting to ensure proper vision is also important in the prevention of slips and falls. Moving from light to dark areas, or vice versa, can cause temporary vision problems that just might be enough to cause a person to slip on an oil spill or trip over a misplaced object.
- C. Carrying an oversized object can also obstruct one's vision and result in a slip or a trip. This is a particularly serious problem on stairs.

VII. BEHAVIORS THAT LEAD TO FALLS

- A. In addition to wearing the wrong footwear, there are situations which can lead to slips, trips and falls. Walking too fast, or running, is a major problem. We land harder on the heel of our front foot and push harder off the sole of our rear foot. Rapid changes in direction create a similar problem.
- B. Other problems are distractions, not watching where we are going, carrying materials which obstruct our vision, wearing sunglasses in low-light areas and failure to use handrails. These and other behaviors, caused by lack of knowledge, impatience, or bad habits developed from past experiences, can lead to falls, injuries or even death.

VIII. FALLS FROM LADDERS

- A. Ladders may be fixed or portable. They may be straight extension or step ladders and may be manufactured from wood, metal, plastic or fiberglass. They can be light, medium, heavy or extra-heavy-duty.
- B. They can be as short as two feet (step-stools), 18 feet for extra-heavy-duty step ladders, and 40 feet or longer for extension-type ladders.
- C. The materials from which ladders are constructed have advantages and disadvantages in weight,

durability, flexibility, conductivity, and strength. The intended use of the ladder should determine the type purchased, and only the American National Standard Institute (ANSI) approved ladders should be used. One major caution is that metal ladders should never be used in locations in which the ladder or its user could come into contact with electricity.

- D. A ladder should be long enough so that when it rests against the upper support the user can perform his work without his waist being higher than the top rung of the ladder or above the rung at which the side-rails are resting against the upper support. This means that the top three rungs of a straight ladder, or the top two steps of a step ladder, should never be used for the feet.
- E. The lower ends of the side-rails should be equipped with slip-resistant pads, particularly if the ladder is to be used on hard surfaces. The same is true for the upper ends of the side-rails if they are to rest against a surface.
- F. Ladders should be set at an angle. For each three-or four-feet of rise from the base to the upper resting edge of the ladder, the base should be one foot out from a vertical line from the upper resting edge of the ladder to the working surface. The base of the ladder must be firmly set so that there is no possibility of slippage or settling into soft ground. The resting edge of the ladder should have both side-rails in contact with the object (building or tree) it is against. When setting a ladder against a tree, set the ladder in the crotch of two limbs so that it cannot slide in either direction. Whenever there is any question as to the stability of the ladder, additional effort should be made to stabilize the ladder as it is being climbed. Tying the top of the ladder to the supporting structure can also keep the ladder from slipping or sliding.
- G. Ladders should be inspected before use, check for cracks, loose rungs, splinters and sharp edges. Never paint ladders, as the paint can hide potentially dangerous conditions. Wooden ladders can be coated with linseed oil or an oil-based wood preservative to keep them from drying out and caking. Allow ladders to dry thoroughly before using them or the rungs will be slippery.
- H. The rungs and side-rails of ladders must be kept free of oil, grease and mud; they should be kept dry. Since the shoe has limited contact with the rung or step of a ladder, it is very important that the shoes have a good sole. Only shoes with heels should be worn when climbing ladders; users should be taught that the rung or step of the ladder should be just in front of the heel, under the arch of the foot. Stepping or standing on a ladder with the front part of the shoe is inviting a slip and fall. Always face the ladder when climbing or descending.
- I. Another frequent cause of ladder accidents is attempting to reach too far left or right. When working on a ladder, the person's belt buckle should never extend beyond the side-rails. Reaching further can cause the ladder to slide in the opposite direction. Tying the ladder to the structure supporting it can prevent this and is a recommended practice.
- J. Workers should have both hands free to hold the ladder's side-rails, not the rungs, when climbing or descending. Small tools may be carried in a tool belt, not in the hands; but a better choice is to raise tools and supplies with a rope. Never raise or lower power tools by the cord or while they are plugged into an electrical source.
- K. Make shift ladders, chairs, boxes, and barrels should never be used as a substitute for a ladder - the risk of an accident is far too great.

IX. FALLS FROM VEHICLES AND EQUIPMENT

- A. Death or serious injury is a frequent result of extra riders falling from tractors, equipment or the

bed of a truck. Unless the operation requires riders, such as on certain planting and harvesting equipment where seats or protected work areas are provided, extra riders should never be permitted. Riding on tractor fenders, draw bars on equipment, or the bed of a truck is an invitation for an accident. The safe way is 'No Riders'.

- B. Far too many injuries occur in the simple process of getting in and out of trucks. When the steps are metal, they become very slippery if they are wet, muddy or oily. Keep the steps clean and dry.
- C. Whenever mounting or climbing on a vehicle or machine, have a good hand hold before stepping up. Pulling yourself up reduces the force between your shoe and the step and reduces the danger of a slip. As with a ladder, the foot should be placed on the step or rung just in front of your heel, under the arch. Always face the vehicle or equipment when mounting and dismounting. When you step down backward, you step down on the ball of your foot; when you step down forward, you land on your heel, increasing your chances of falling, twisting your ankle or knees or suffering some other injury.

X. FALLS FROM LOADING DOCKS

- A. Loading docks and ramps are dangerous areas. They are frequently congested, heavy-traffic areas, and working and walking surfaces are often wet. Metal dock plates can wear smooth and become very slippery; in particular, the edges of dock plates invite trips and falls.
- B. Accidental backward steps can result in a fall from the dock. Portable railings, which can be easily removed from the edge of the dock, could prevent many dangerous falls. They are removed when a truck or tractor is at the dock, and replaced as soon as the truck or trailer leaves.
- C. Proper housekeeping, well-designed traffic patterns and the use of abrasive, skid-resistant surface coatings will reduce the risk of slips, trips and falls.
- D. Ramps and gang planks have hazards similar to loading docks. The slopes should be as gradual as possible, as wide as possible, and as dry as possible. They should also have skid-resistant surfaces.

XI. FALLS ON STAIRS

- A. Stairwells should be well lighted, with sturdy handrails on both sides. Persons using the stairwell should have one hand free to be able to use the handrail.
- B. All the steps should have the same rise and depth, with visible edges. They must be kept free of grease, and oil which could cause slips and trips. Whenever possible, avoid carrying heavy or bulky objects which obscure your vision or require the use of both hands. Carry smaller, lighter loads and make more trips or obtain help with the load.

XII. FIXED LADDERS

- A. Fixed ladders are mounted on buildings, bins and other tall structures which require workers to climb to high levels to perform some functions. Such ladders should be securely attached to the structure and be capable of supporting a minimum of 250 pounds of concentrated live weight. The rungs should be a minimum of 16 inches wide and a maximum of 12 inches apart. There should be seven inches of toe space between the rung and the structure to which it is attached. Fixed ladders extending more than 20 feet above the ground floor should be surrounded by a cage, beginning at 7 to 8 feet above the ground.

- B. If a catwalk or working area is provided at the top of the ladder, it should have a protective railing at least 42 inches high. A toe board, four-inches high, around the edge of the work area should be provided. This reduces the risk of a person stepping off the edge or having tools fall from the work area.
- C. Workers climbing or descending a fixed ladder should have both hands free. Small tools can be carried in a tool belt other tools and materials should be raised by rope and pulleys or some other mechanical system.

XIII. FALL PROTECTIVE DEVICES

- A. Workers at high elevations, such as ladders, platforms, or catwalks, should be protected from falling by some kind of fall protective device. This can be a protective cage, a lifeline, lanyard, safety belt or harness; there are numerous devices on the market. The system should provide maximum protection, but it also should be reasonably comfortable and not restrict a worker's necessary work activity. Suppliers of safety equipment can provide information on the correct system for your workplace and should provide instruction on its safe use.

XIV. SLIP-RESISTANT MATERIALS

- A. Abrasive coatings can be applied to concrete, metal and wood surfaces to increase the COF and reduce the risks of slips and falls. Many of these products can be applied like paint; others can be troweled on in a thin coat. These coatings are formulated to resist grease, oil, water and a wide range of chemicals. Most paint and building supply companies handle these materials. It is important, however, to purchase the correct product for your particular problem, since some are enamels or epoxies which contain a rough, hard, gritty material.
- B. There are also a number of skid-resistant products that can be purchased in strips or rolls. These may have a pressure-sensitive backing or be applied with special glue. They are designed for easy application to stair treads, ramps and other hazardous walking and working surfaces.
- C. Another effective skid-resistant material is rubber or rubber like mats. This material is long wearing and skid-resistant on both the top and bottom sides.

XV. SIGNS AND STRIPPING

- A. Safety signs to remind people of slip, trip and fall hazards are always helpful where hazards cannot be removed or corrected. Signs should be changed frequently. Recent evidence indicates that 'humorous' warnings are more effective than simple warning signs. "Caution, Wet Floor" is less effective than "Wet Floor, Skate Don't Slip".
- B. Yellow stripping to identify walking and working areas are most effective if their meaning is enforced. Striped areas should mean that no object should be placed in these areas. Dropped and spilled materials should be removed immediately.

XVI. LEARNING HOW TO FALL

- A. Naturally, the goal is not to slip, trip and fall; however, the possibility of a fall still exists.
- B. There are correct ways to fall, the recommended procedures are:
 - 1. Tuck your chin in, turn your head, and throw an arm up. It is better to land on your arm than on your head.

2. While falling, twist or roll your body to the side. It is better to land on your buttocks and side than on your back.
3. Keep your wrists, elbows and knees bent. Do not try to break the fall with your hands or elbows. When falling, the objective is to have as many square inches of your body contact the surface as possible, thus, spreading out the impact of the fall.

XVII. SHOES AND BOOTS:

- A. According to the National Safety Council (NSC), there are 110,000 injuries each year to the feet and toes of United States workers, representing 19 percent of all disabling work injuries.
- B. The most important protection is to wear the proper footwear for your work and environment. In most occupations the shoes or boots should provide three major types of protection:
 1. The soles and heels should be slip-resistant.
 2. The toe of the shoe should resist crushing injuries.
 3. The shoe should support the ankle.
- C. ANSI sets standards for shoes and boots. Never purchase work shoes that do not meet these standards. A typical ANSI rating could be 1-75 C-25. This means the toe will withstand 75 foot-pounds of impact and 2,500 pounds of compression.
- D. Chevron or cleat-designed soles are definitely the best for slippery situations because of the suction or squeezing action they provide. The softer soles are better for slippery indoor conditions; the harder, more rugged cleat-type sole is preferred for tough outdoor use. Leather covering the foot and ankle portion of the foot is preferred in most work environments. However, when working in wet environments or around chemicals, oils, greases or pesticides, boots made of polyvinyl chloride (PVC), a blend of PVC and polyurethane, or neoprene should be used. Rubber is satisfactory for wet conditions, but not with pesticides or petroleum products.
- E. When purchasing work shoes or boots, it is best to purchase them from a reputable dealer who handles quality footwear. If the dealer is informed of your work and work environment, he will be able to provide the correct footwear for you. Quality footwear for work is expensive; but not nearly as expensive or painful as broken foot bones or other injuries from a slip, trip or fall.

XVIII. RECOMMENDATIONS

- A. Established policies and practices can be implemented to significantly reduce the number of injuries and deaths due to slips, trips and falls.
- B. The following recommendations will be recognized by our company:
 1. Owners, managers and supervisors must make a commitment to prevent accidental slips, trips and falls.
 2. Regular inspections of working and walking areas should be conducted to identify environmental and equipment hazards which could cause slips, trips and falls. Special attention should be given to the working and walking surfaces, housekeeping, lighting, vision, stairways and ladders.
 3. Immediate corrective action should be taken.
 4. Safety training on the prevention of slips, trips and falls should be provided for all new employees.
 5. Regular retraining should be provided for all employees. Special attention should be given to proper walking, carrying, climbing and descending stairways, ladders, vehicles and equipment. Unsafe practices should be corrected immediately.
 6. All workers should wear proper footwear for their work and environment whether in the

- office, shop, or plant.
7. No riders should be permitted on trucks or other self-powered equipment unless a safe seat or workstation is provided.
 8. All slips, trips and falls, with or without injury, will be reported, recorded and thoroughly investigated. Corrective action to prevent such a repeat occurrence should be taken immediately.
 9. Slips, trips and falls whether on or off the job are expensive, disruptive, painful, and may be tragic.

HOUSEKEEPING

Bramco Construction Corp employee's will at all times keep all debris clear from work areas, passageways, and stairs and in and around buildings or other structures. The following will be performed to ensure a safe work environment:

- I. Continuous policing of all work areas.
- II. Daily and regular clean up and waste disposal of non-regulated material.
- III. Assignment of personnel to regular clean-up duties and responsibilities.
- IV. Segregation of hazardous and non-hazardous waste.
- V. Documented legal disposal of debris.
- VI. Leads, hoses, and extension cords will be hung up with a nonconductive material, off all floors, stairways, and walkways.
- VII. Trash such as drinking cups, cans and scraps from lunch are not to be thrown down, but disposed of properly in marked containers. No food products are allowed in workstation areas.
- VIII. Available material, equipment, etc., are to be orderly stacked out of walkways and from in front of doors, stairways, and ladders.
- IX. Oil, grease, and other such liquid spills shall be cleaned up at the time of spill and are not to be left unattended.

FALL PROTECTION PROGRAM

I. OBJECTIVE:

The objective of the **Bramco Construction Corp** Fall Protection Program is to identify and evaluate fall hazards to which employees will be exposed, and to provide specific training as required by the Occupational Safety and Health Administration (OSHA) Fall Protection Standard, 29 CFR 1926, Subpart M.

II. POLICY:

It is the policy of **Bramco Construction Corp** to protect its employees from occupational injuries by implementing and enforcing safe work practices and appointing a competent person(s) to manage the Fall Protection Program. The **Bramco Construction Corp** Fall Protection Program shall comply with the OSHA requirements. A copy of the OSHA Fall Protection Standard shall be made available to all employees, and may be obtained from **Responsible Person**.

III. ASSIGNMENT OF RESPONSIBILITY

- A. EMPLOYER: It is the responsibility of **Bramco Construction Corp** to provide fall protection to affected employees, and to ensure that all employees understand and adhere to the procedures of this plan and follow the instructions of **Responsible Person**.
- B. PROGRAM MANAGER: It is the responsibility of **Responsible Person** as the Fall Protection Program Manager to implement this program by:
 - 1. Performing routine safety checks of work operations;
 - 2. Enforcing **Bramco Construction Corp** safety policy and procedures;
 - 3. Correcting any unsafe practices or conditions immediately;
 - 4. Training employees and supervisors in recognizing fall hazards and the use of fall protection systems;
 - 5. Maintaining records of employee training, equipment issue, and fall protection systems used at **Bramco Construction Corp** jobsites; and
 - 6. Investigating and documenting all incidents that result in employee injury.

IV. EMPLOYEES:

It is the responsibility of all employees to:

- 1. Understand and adhere to the procedures outlined in this Fall Protection Program;
- 2. Follow the instructions of **Responsible Person**;
- 3. Bring to management's attention any unsafe or hazardous conditions or practices that may cause injury to either themselves or any other employees; and
- 4. Report any incident that causes injury to an employee, regardless of the nature of the injury.

V. TRAINING

- A. All employees who may be exposed to fall hazards are required to receive training on how to recognize such hazards, and how to minimize their exposure to them. Employees shall receive

training as soon after employment as possible, and before they are required to work in areas where fall hazards exist.

- B. A record of employees who have received training and training dates shall be maintained by **Responsible Person**. Training of employees by **Responsible Person** shall include:
 - 1. Nature of the fall hazards employees may be exposed to.
 - 2. Correct procedures for erecting, maintaining, disassembling, and inspecting fall protection systems.
 - 3. Use and operation of controlled access zones, guardrails, personal fall arrest systems, safety nets, warning lines, and safety monitoring systems.
 - 4. Role of each employee in the Safety Monitoring System (if one is used).
 - 5. Limitations of the use of mechanical equipment during roofing work on low-slope roofs (if applicable).
 - 6. Correct procedures for equipment and materials handling, and storage and erection of overhead protection.
 - 7. Role of each employee in alternative Fall Protection Plans (if used).
 - 8. Requirements of the OSHA Fall Protection Standard, 29 CFR 1926, Subpart M.
 - 9. **Bramco Construction Corp** requirements for reporting incidents that cause injury to an employee.
- C. **ADDITIONAL TRAINING:** Shall be provided on an annual basis, or as needed when changes are made to this Fall Protection Program, an alternative Fall Protection Plan, or the OSHA Fall Protection Standard.

VI. CONTROLLED ACCESS ZONES

- A. **MASONS:** Are the only authorized employees permitted to enter controlled access zones and areas from which guardrails have been removed. All other workers are prohibited from entering controlled access zones.
- B. **CONTROLLED ACCESS ZONES:** Shall be defined by control lines consisting of ropes, wires, tapes, or equivalent material, with supporting stanchions, and shall be:
 - 1. Flagged with a high-visibility material at six (6) foot intervals.
 - 2. Rigged and supported so that the line is between 30 and 50 inches (including sag) from the walking/working surface.
 - 3. Strong enough to sustain stress of at least 200 pounds.
 - 4. Extended along the entire length of an unprotected or leading edge.
 - 5. Parallel to the unprotected or leading edge.
 - 6. Connected on each side to a guardrail system or wall.
 - 7. Erected between six (6) feet and 25 feet from an unprotected edge, except in the following cases:
 - a. When working with precast concrete members: between six (6) feet and 60 feet from the leading edge, or half the length of the member being erected, whichever is less; or
 - b. When performing overhand bricking or related work: between ten (10) feet and 15 feet from the working edge.

VII. EXCAVATIONS

- A. FALL PROTECTION: Will be provided to employees working at the edge of an excavation that is six (6) feet or deeper. Employees in these areas are required to use the fall protection systems as designated in this program.
- B. Excavations that are six (6) feet or deeper shall be protected by guardrail systems, fences, barricades, or covers.
- C. Walkways that allow employees to cross over an excavation that is six (6) feet or deeper shall be equipped with guardrails.

VIII. FALL PROTECTION SYSTEMS

- A. COVERS:
 - 1. All covers shall be secured to prevent accidental displacement.
 - 2. Covers shall be color-coded or bear the markings "HOLE" or "COVER".
 - 3. Covers located in roadways shall be able to support twice the axle load of the largest vehicle that might cross them.
 - 4. Covers shall be able to support twice the weight of employees, equipment, and materials that might cross them.
- B. GUARDRAIL SYSTEMS: Guardrail systems shall be erected at unprotected edges, ramps, runways, or holes where it is determined by **Responsible Person** that erecting such systems will not cause an increased hazard to employees. The following specifications will be followed in the erection of guardrail systems. Toprails shall be:
 - 1. At least ¼ inch in diameter (steel or plastic banding is unacceptable);
 - 2. Flagged every six (6) feet or less with a high visibility material if wire rope is used;
 - 3. Inspected by **Responsible Person** as frequently as necessary to ensure strength and stability;
 - 4. Forty-two (42) inches (plus or minus three (3) inches) above the walking/working level; and
 - 5. Adjusted to accommodate the height of stilts, if they are in use.
- C. Midrails, screens, mesh, intermediate vertical members, and solid panels shall be erected in accordance with the OSHA Fall Protection Standard.
- D. GATES: or removable guardrail sections shall be placed across openings of hoisting areas or holes when they are not in use to prevent access.
- E. PERSONAL FALL ARREST SYSTEMS:
 - 1. Personal fall arrest systems shall be issued to and used by employees as determined by Responsible Person and may also consist of anchorage, connectors, body harness, deceleration device, lifeline, or suitable combinations. Personal fall arrest systems shall:
 - a. Limit the maximum arresting force to 1800 pounds;
 - b. Be rigged so an employee cannot free fall more than six (6) feet or contact any lower level;
 - c. Bring an employee to a complete stop and limit the maximum deceleration distance traveled to three and a half (3 ½) feet;
 - d. Be strong enough to withstand twice the potential impact energy of an employee free falling six (6) feet (or the free fall distance permitted by the system, whichever is less);
 - e. Be inspected prior to each use for damage and deterioration; and
 - f. Be removed from service if any damaged components are detected.

2. All components of a fall arrest system shall meet the specifications of the OSHA Fall Protection Standard, and shall be used in accordance with the manufacturer's instructions.
 - a. The use of non-locking snaphooks is prohibited.
 - b. Dee-rings and locking snaphooks shall:
 - i. Have a minimum tensile strength of 5000 pounds; and
 - ii. Be proof-tested to a minimum tensile load of 3600 pounds without cracking, breaking, or suffering permanent deformation.
 - c. Lifelines shall be:
 - i. Designed, installed, and used under the supervision of **Responsible Person**;
 - ii. Protected against cuts and abrasions; and
 - iii. Equipped with horizontal lifeline connection devices capable of locking in both directions on the lifeline when used on suspended scaffolds or similar work platforms that have horizontal lifelines that may become vertical lifelines.
 - d. Self-retracting lifelines and lanyards must have ropes and straps (webbing) made of synthetic fibers, and shall:
 - i. Sustain a minimum tensile load of 3600 pounds if they automatically limit free fall distance to two (2) feet; or
 - ii. Sustain a minimum tensile load of 5000 pounds (includes ripstitch, tearing, and deforming lanyards).
 - e. Anchorages must support at least 5000 pounds per person attached and shall be:
 - i. Designed, installed, and used under the supervision of **Responsible Person**;
 - ii. Capable of supporting twice the weight expected to be imposed on it; and
 - iii. Independent of any anchorage used to support or suspend platforms.

F. POSITIONING DEVICE SYSTEMS: Body belt or body harness systems shall be set up so that an employee can free fall no farther than two (2) feet, and shall be secured to an anchorage capable of supporting twice the potential impact load or 3000 pounds, whichever is greater. Requirements for snaphooks, dee-rings, and other connectors are the same as detailed in this Program under Personal Fall Arrest Systems.

G. SAFETY MONITORING SYSTEMS: In situations when no other fall protection has been implemented, **Responsible Person(s)** shall monitor the safety of employees in these work areas. The **Responsible Person(s)** shall be:

1. Competent in the recognition of fall hazards;
2. Capable of warning workers of fall hazard dangers;
3. Operating on the same walking/working surfaces as the Employees and able to see them;
4. Close enough to work operations to communicate orally with employees; and
5. Free of other job duties that might distract them from the monitoring function.
6. No employees other than those engaged in the work being performed under the Safety Monitoring System shall be allowed in the area. All employees under a Safety Monitoring System are required to promptly comply with the fall hazard warnings of the **Responsible Person(s)**.

IX. TASKS AND WORK AREAS REQUIRING FALL PROTECTION: Unless otherwise specified, **Responsible Person(s)** shall evaluate the worksite(s) and determine the specific type(s) of fall protection to be used in the following situations:

A. FRAMEWORK AND REINFORCING STEEL: Fall protection will be provided when an employee is climbing or moving at a height of over 24 feet when working with rebar assemblies.

- B. **HOIST AREAS:** Guardrail systems or personal fall arrest systems will be used in hoist areas when an employee may fall six (6) feet or more. If guardrail systems must be removed for hoisting, employees are required to use personal fall arrest systems.
- C. **HOLES:** Covers or guardrail systems shall be erected around holes (including skylights) that are six (6) feet or more above lower levels. If covers or guardrail systems must be removed, employees are required to use personal fall arrest systems.
- D. **LEADING EDGES:** Guardrail systems, safety net systems, or personal fall arrest systems shall be used when employees are constructing a leading edge that is six (6) feet or more above lower levels. An alternative Fall Protection Plan shall be used if **Responsible Person(s)** determines that the implementation of conventional fall protection systems is infeasible or creates a greater hazard to employees. All alternative Fall Protection Plans for work on leading edges shall:
 - 1. Be written specific to the particular jobsite needs;
 - 2. Include explanation of how conventional fall protection is infeasible or creates a greater hazard to employees;
 - 3. Explain what alternative fall protection will be used for each task;
 - 4. Be maintained in writing at the jobsite by **Responsible Person**; and
 - 5. Meet the requirements of 29 CFR 1926.502(k).
- E. **OVERHAND BRICKLAYING AND RELATED WORK:** Guardrail systems, safety net systems, personal fall arrest systems, or controlled access zones shall be provided to employees engaged in overhead bricklaying or related work six (6) feet or more above the lower level. All employees reaching more than ten (10) inches below the walking/working surface shall be protected by guardrail systems, safety net systems, or personal fall arrest systems.
- F. **PRECAST CONCRETE ERECTION:** Guardrail systems, safety net systems, or personal fall arrest systems shall be provided to employees working six (6) feet or more above the lower level while erecting or grouting precast concrete members. An alternative Fall Protection Plan shall be used if **Responsible Person(s)** determines that the implementation of conventional fall protection systems is infeasible or creates a greater hazard to employees. All alternative Fall Protection Plans for precast concrete erection shall:
 - 1. Be written specific to the particular jobsite needs;
 - 2. Include explanation of how conventional fall protection is infeasible or creates a greater hazard to employees;
 - 3. Explain what alternative fall protection will be used for each task;
 - 4. Be maintained in writing at the jobsite by **Responsible Person**; and
 - 5. Meet the requirements of 29 CFR 1926.502(k).
- G. **RESIDENTIAL CONSTRUCTION:** Guardrail systems, safety net systems, or personal fall arrest systems shall be provided to employees working six (6) feet or more above the lower level on residential construction projects. However, certain tasks may be performed without the use of conventional fall protection if **Responsible Person** has determined that such fall protection is infeasible or creates greater hazards to employees. **Responsible Person** shall follow the guidelines of 29 CFR 1926, Subpart M, Appendix E in the development of alternative Fall Protection Plans for residential construction projects (see Attachment A).
- H. **ROOFING**
 - 1. **Low-Slope Roofs:** Fall protection shall be provided to employees engaged in roofing activities on low-slope roofs with unprotected sides and edges six (6) feet or more above lower levels. The type(s) of fall protection needed shall be determined by **Responsible Person**, and may consist of guardrail systems, safety net systems, personal fall arrest

systems, or a combination of a warning line system and safety net system, warning line system and personal fall arrest system, or warning line system and safety monitoring system. On roofs 50 feet or less in width, the use of a safety monitoring system without a warning line system is permitted.

2. Steep Roofs: Guardrail systems with toe boards, safety net systems, or personal fall arrest systems will be provided to employees working on a steep roof with unprotected sides and edges six (6) feet or more above lower levels, as determined by **Responsible Person**.
- I. WALL OPENINGS: Guardrail systems, safety net systems, or a personal fall arrest system will be provided to employees working on, at, above, or near wall openings when the outside bottom edge of the wall opening is six (6) feet or more above lower levels and the inside bottom edge of the wall opening is less than 39 inches above the walking/working surface. The type of fall protection to be used will be determined by **Responsible Person**.
- J. RAMPS, RUNWAYS, AND OTHER WALKWAYS: Employees using ramps, runways, and other walkways six (6) feet or more above the lower level shall be protected by guardrail systems.
- X. **PROTECTION FROM FALLING OBJECTS:** When guardrail systems are in use, the openings shall be small enough to prevent potential passage of falling objects. The following procedures must be followed by all employees to prevent hazards associated with falling objects.
 - A. No materials (except masonry and mortar) shall be stored within four (4) feet of working edges.
 - B. Excess debris shall be removed regularly to keep work areas clear.
 - C. During roofing work, materials and equipment shall be stored no less than six (6) feet from the roof edge unless guardrails are erected at the edge.
 - D. Stacked materials must be stable and self-supporting.
 - E. Canopies shall be strong enough to prevent penetration by falling objects.
 - F. Toeboards erected along the edges of overhead walking/working surfaces shall be:
 1. capable of withstanding a force of at least 50 pounds; and
 2. solid with a minimum of three and a half (3 ½) inches tall and no more than one quarter (1/4) inch clearance above the walking/working surface.
 - G. Equipment shall not be piled higher than the toeboard unless sufficient paneling or screening has been erected above the toeboard.

XI. ACCIDENT INVESTIGATIONS

- A. All incidents that result in injury to workers, as well as near misses, regardless of their nature, shall be reported and investigated. Investigations shall be conducted by **Responsible Person** as soon after an incident as possible to identify the cause and means of prevention to eliminate the risk of reoccurrence.
- B. In the event of such an incident, the Fall Protection Program (and alternative Fall Protection Plans, if in place) shall be reevaluated by **Responsible Person** to determine if additional practices, procedures, or training are necessary to prevent similar future incidents.

XII. CHANGES TO THE PLAN

- A. Any changes to the Fall Protection Program (and alternative Fall Protection Plans, if in place) shall be approved by **Responsible Person**, and shall be reviewed by a qualified person as the job progresses to determine additional practices, procedures or training needs necessary to prevent fall injuries. Affected employees shall be notified of all procedure changes, and trained if necessary. A copy of this plan, and any additional alternative Fall Protection Plans, shall be maintained at the jobsite by **Responsible Person**.

XIII. ENFORCEMENT

- A. Constant awareness of and respect for fall hazards, as well as compliance with all safety rules, are considered conditions of employment with **Bramco Construction Corp**. The crew supervisor or foreman, as well as **Responsible Person** or company management, reserve the right to issue disciplinary warnings to employees, up to and including termination, for failure to follow the guidelines of this Plan.

XIV. ACCIDENT INVESTIGATIONS

- A. All incidents that result in injury to workers and near misses, regardless of their nature, shall be reported and investigated. All incidents shall be investigated as soon as possible by **Responsible Person** to identify the cause and means of prevention to prevent future occurrences.
- B. In the event of such an incident, this Fall Protection Plan shall be reviewed to determine if additional practices, procedures, or training should be implemented to prevent similar incidents in the future.

XV. CHANGES TO THE PLAN

- A. Any changes to this Plan will be made by **Responsible Person**. This Plan shall be reviewed by **Responsible Person** as the job progresses to determine if additional practices, procedures, or training are needed to improve or provide additional fall protection. Affected employees shall be notified of changes to this Plan, and retrained, if necessary. A copy of this Plan and all approved changes shall be maintained at the jobsite by **Responsible Person**.

FLEET SAFETY

- I. Anyone who operates a licensed vehicle owned or controlled by their company must maintain a current driver's license as required by Federal and/or State regulations.
- II. Transportation of non-employee passengers is prohibited. Use of company vehicles by non-employees or unqualified employees is prohibited, unless permission has been given, by an authorized official of **Bramco Construction Corp**.
- III. All drivers are required to inspect their vehicle at the beginning of each workday. A vehicle checklist will be provided to all drivers. Vehicles must be kept clean.
- IV. Obey all traffic laws. All fines are the responsibility of the driver. You are required to report all citations to your supervisor in writing. Repeated violations are cause for disciplinary action, including suspension and/or dismissal.
- V. All occupants will wear seat belts, at all times.
- VI. Unattended vehicles shall have the keys removed, brakes set, windows rolled up and the doors locked.
- VII. Consumption of alcohol or non-prescribed drugs is grounds for immediate dismissal whether reporting to work or while on the job. If anyone is taking prescribed medication, which may affect their ability to perform their duties safely, they must notify their supervisor when reporting to work.
- VIII. All incidents involving damage to company property, property of others, personal injury of employee or to others, must be reported to the safety director or supervisor immediately. Failure to report any accident involving a company vehicle is grounds for termination.
- IX. No radar equipment will be permitted in any company vehicle.
- X. Courtesy should be extended to other motorists. The vehicle and you are a rolling billboard for your company.
- XI. All drivers should use good DEFENSIVE DRIVING TECHNIQUES while operating company vehicles.
- XII. Any employee that is in charge of a truck is also responsible for all tools and equipment assigned to that truck.
- XIII. All vehicles should be equipped with an appropriate fire extinguisher and a first aid kit.

EMPLOYEES WHO VIOLATE THESE SAFETY RULES MAY BE SUBJECT TO DISCIPLINARY ACTION.

ASBESTOS AWARENESS

I. OVERVIEW:

The mineral fibers that we know as asbestos have been mined for many years. For almost as long, people have been bonding these fibers together to make products that are tough, flexible, fire-resistant, and provide effective insulation and soundproofing. Because of those qualities, asbestos has been used in floor and ceiling tiles, roofing, drywall, insulation, and pipe. It was often sprayed on to beams and in crawl spaces and between walls. In addition, asbestos has been used to manufacture automotive brake and clutch linings as well as heat-resistant clothes.

- A. While it's incredibly useful, we know that asbestos can also be very hazardous to human health. When the fibers stay bonded together, asbestos is safe. But if tiny, almost invisible particles break loose, they float around in the air and can penetrate into the lungs without even being noticed. Over a period of time, that can cause serious and even fatal illness.
- B. Now that we know the risks, we use a lot less asbestos. But it's still in place in buildings all over this country. OSHA wants to be sure that anyone exposed to asbestos on the job understands its hazards and takes protective measures. That includes employees who:
 - 1. Make asbestos-containing products.
 - 2. Repair and replace automotive brakes and clutches.
 - 3. Handle housekeeping tasks in industrial facilities that make asbestos products or in buildings with asbestos-containing materials.
 - 4. Work in construction or renovation or in an asbestos-containing area that's undergoing construction and renovation.
- C. OSHA has a detailed regulation to make sure we and you understand these hazards and play it very safe with asbestos.

- II. **GENERAL HAZARDS:** Asbestos is hazardous because of health problems that develop if you inhale its fibers. It's the fibers that are dangerous, so asbestos is hazardous when it's dry, loose, and can be crumbled in the hand. That condition is known as "*friable*". Asbestos may become friable if it's disturbed during construction or renovation or simply because it deteriorates over time. This is a risk with sprayed-on fireproofing, insulation, and soundproofing. Floor tiles are generally okay unless they're sanded. Asbestos-cement pipe or sheet is usually safe if you don't cut, saw, or break them. It takes a long time to become ill from asbestos exposure, sometimes as much as 20 to 40 years. No symptoms appear when you inhale asbestos fibers. But eventually, asbestos exposure will often cause disabling respiratory disease or lung, stomach colon cancer.

- A. Asbestosis is an illness that is only caused by asbestos inhalation. It's the result of asbestos fibers irritating and scarring tiny air sacs in the lungs called alveoli. When that happens, oxygen can't get into the blood and severe breathing and heart problems develop. The most obvious symptom of asbestosis is shortness of breath. Eventually, victims can't catch their breath even when they're resting. Other symptoms include noisy breathing, coughing, fatigue, weakness and weight loss. There is no treatment for asbestosis, which may lead to death from cardiac or respiratory failure.
- B. Another asbestos-related lung disease is called mesothelioma. That's cancer of the chest lining that's always fatal. It may take as long as 40 years to develop. But once it does, there's no treatment or cure. Symptoms of mesothelioma include shortness of breath, pain in the walls of the chest and stomach pain. Since asbestos affects the lungs, it's especially dangerous to smokers. The risk of lung cancer multiplies if you work with asbestos and you smoke. It's a

deadly combination to avoid at all costs.

III. OSHA REGULATIONS:

OSHA has regulated asbestos exposure for a long time. In 1994, the agency revised the regulation (29 CFR 1910.1001) to make it even stricter. It covers work-related exposure to any form of asbestos, including materials that contain 1 percent or more of asbestos. The only exceptions are construction and shipbuilding, breaking and repairing, which are covered by their own similar asbestos regulations.

- A. Because asbestos was used so often in the past, OSHA says employers and building owners must assume it's present in pre-1980 asphalt and vinyl flooring as well as thermal system insulation and surfacing material that was sprayed or troweled on. Unless owners can prove asbestos is not present, they must identify and maintain records on asbestos-containing materials in a pre-1980 building. They also have to provide information on hazards and protective measures to people who work there, including housekeeping employees. Employers whose facilities contain or use asbestos must:
 - 1. Measure asbestos in the air around employees to determine risk.
 - 2. Notify employees of monitoring results and what's being done to reduce asbestos exposure.
 - 3. Provide free medical exams and their results to employees whose work could expose them to asbestos at high-risk levels.
 - 4. Post warning signs in areas where asbestos exposure exceeds safe levels, and limit access to employees wearing respirators.
 - 5. Use engineering controls and work practices to keep asbestos exposure below levels defined as dangerous.
 - 6. Provide employees in asbestos areas with respirators that fit properly and make sure they're used.
 - 7. Provide employees with clothing and equipment to protect against exposure.
 - 8. Provide asbestos-exposed employees with change rooms, separate lockers, showers, ventilated lunchrooms, and containers for contaminated clothing.
 - 9. Tell employees where there are asbestos risks, the possible health hazards of exposure (including the added risks of smoking and programs that can help you stop), and how to prevent exposure.
 - 10. Place warning labels on anything, including waste that contains asbestos fibers.
- B. It is important to understand that it's not enough for an employer to follow the OSHA regulations to the letter. That won't protect your health unless you:
 - 1. Cooperate with workplace monitoring and medical exams.
 - 2. Stop smoking if you work around asbestos.
 - 3. Pay attention to asbestos safety training sessions.
 - 4. Use respirators and other protective clothing and equipment.
 - 5. Take warning signs and labels seriously.
 - 6. Use controls and work procedures to prevent release of fibers.
 - 7. Keep contaminated clothing out of clean areas and dispose of it properly.

IV. HOW OSHA'S REQUIREMENTS TRANSLATES INTO SPECIFIC ON-THE-JOB PROCEDURES:

- A. **IDENTIFYING HAZARDS:** We start by identifying asbestos hazards. As you now know, asbestos is dangerous when it's dry and crumbly, or friable. That can let tiny microscopic fibers into our lungs. Studies have determined how much asbestos in the air is dangerous. That's known as the Permissible Exposure Limit or PEL. In the new regulation, OSHA has cut the PEL in half to 0.1 fibers per cubic centimeter of air, a very tiny amount, measured over an eight-hour time-weighted-average. OSHA also sets what it calls an excursion limit, of 1.0 fibers of asbestos per cubic centimeter of air, averaged over 30 minutes. Employees can't be exposed to asbestos

above those levels unless they're wearing respirators.

- B. **AIR MONITORING:** If there's a risk that asbestos is present at or above those levels, OSHA requires employers to sample the air and measure asbestos. These tests, called monitoring, are the starting point for an asbestos safety program. Initial monitoring sets a baseline. Then the air is monitored again at least every six months wherever employee exposures "may reasonably be foreseen" to exceed the PEL or excursion limit. If tests find asbestos below OSHA's limits, you only have to repeat tests if a change in procedures, workers, etc. could lead to new or additional high risk-exposures.
 - 1. You have a right to know about asbestos in the air in your work areas. We have to report monitoring results to you in writing or by posting them within 15 working days after they're received. We also have to report what we're doing to reduce dangerous levels.

- C. **MEDICAL SURVEILLANCE:** The purpose of the OSHA regulation is to protect employee health. When workers are exposed to hazardous levels of asbestos, the agency requires employers to offer medical surveillance. That simply means making medical exams and tests available to employees at no cost. Before you're assigned to a job in an asbestos area, a medical professional takes your medical and work history and provides a complete physical. The exam includes chest and lung tests and emphasizes asbestos-sensitive areas such as the respiratory and cardiovascular systems and the digestive tract.
 - 1. OSHA directs employers to make follow-up exams available annually. If you leave the company and have been exposed to asbestos above the risk levels, you must be offered another exam. Employers and tested employees get the results of exams, which are designed to identify:
 - a. Medical conditions that could place you at increased risk of serious health problems from asbestos exposure.
 - b. Limits on your ability to do asbestos-related jobs or wear a respirator.
 - c. Medical conditions resulting from asbestos exposure that require further explanation or treatment.
 - d. The doctor must also inform you of the increased risk of lung cancer from the combination of smoking and asbestos exposure. By the way, the doctor may not tell the employer any findings or diagnoses unrelated to asbestos exposure.

- D. **PROTECTION AGAINST HAZARDS:** Once we've identified the hazards, we work to keep them in check. Employee training and information, conducted in a manner which the employee is able to understand, are a vital part of OSHA's requirements. When you're assigned to an area with asbestos risk and at least every year after that, you must receive training that covers:
 - 1. The OSHA asbestos standard.
 - 2. Asbestos exposure health risks.
 - 3. The extra risk of lung cancer when you combine smoking and asbestos exposure, and where to get help to stop smoking.
 - 4. The amount, location, use, release and storage of asbestos in the workplace and specific operations that could cause exposure.
 - 5. Exposure-reducing engineering controls, work practices, and procedures related to your job.
 - 6. The purpose, proper use, and limitations of respirators and protective clothing.
 - 7. The medical surveillance program purpose and procedures.
 - 8. Information on asbestos warning signs and labels.

- E. **REGULATED AREAS:** One important protection is to set off and regulate areas where airborne asbestos tops the OSHA limits. Only authorized people equipped with respirators can enter those areas. You also can't eat, drink, smoke, chew tobacco or gum, or apply cosmetics there. Regulated areas have warning signs that use words, pictures, or, if necessary, foreign languages,

to deliver a message like this:

**DANGER ASBESTOS CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY RESPIRATORS AND PROTECTIVE
CLOTHING ARE REQUIRED IN THIS AREA**

- F. **ENGINEERING CONTROLS AND WORK PRACTICES:** Where airborne asbestos tops OSHA's PEL or excursion limit, employers have to write up a program that describes procedures to bring exposure to or below those limits. You can't use employee rotation for that purpose. As with most hazardous substances, engineering controls are the first choice to reduce exposure. Local exhaust ventilation and dust collections systems are very important especially, according to OSHA, when you use tools like saws, drills, scorers, and abrasive wheels that could produce or release asbestos fibers.
1. Wetting asbestos is another effective way to keep fibers out of the air. OSHA says we should try to hand, mix, apply, remove, cut, score, etc. asbestos in a wet state. In fact, you can't remove certain asbestos products from their shipping bags, or containers unless they're either wet, enclosed, or ventilated. This applies to asbestos cement, mortar, coating, grout, plaster, or similar materials. By the way, you should know instantly when you're handling asbestos. Like other hazardous materials, it has to have a label with a warning like this:

**DANGER CONTAINS ASBESTOS FIBERS AVOID
CREATING DUST CANCER AND LUNG DISEASE HAZARD**

2. Most asbestos products will also have Safety Data Sheets (SDS's). To further prevent release of asbestos fibers, OSHA also says you CANNOT:
 - a. Sand flooring materials that contain asbestos.
 - b. Burnish or dry-buff floors containing asbestos unless there's enough finish to prevent the pad from contacting the asbestos-containing material.
 - c. Use compressed air to remove asbestos or asbestos-containing materials without a ventilation system to capture the dust.
- G. **SPECIAL PRECAUTIONS NEEDED:** Working with asbestos products may create added risk of fiber release. OSHA singles out these tasks for special precautions:
1. Coupling cutoff in primary asbestos cement pipe manufacture.
 2. Sanding in primary and secondary asbestos sheet manufacture.
 3. Grinding in primary and secondary friction product manufacture.
 4. Carding and spinning in dry textile processes.
 5. Grinding and sanding in primary plastics manufacturing.
 6. Sometimes engineering controls and work practices can't keep exposures in these tasks at or below OSHA's PEL or excursion limit. Then employers must use such controls to keep asbestos per cubic centimeter of air at or below:
 - a. 0.5 fiber as an 8-hour time weighted average
 - b. 2.5 fibers for 30-minute exposure.
 7. Employees must use respirators to bring their exposure to or below the PEL or excursion limit. OSHA suggests several ways to protect people who work with automotive brakes and clutches. For example, one option is to cover the materials so they're in a tightly sealed enclosure, checking for leaks before work begins. Workers then handle the brake or clutch materials through impermeable sleeves. A high-efficiency particulate air filter (HEPA) vacuum keeps the enclosure under negative pressure and is used to loosen and remove asbestos-containing residue from brake and clutch parts.
- H. **RESPIRATORY PROTECTION:** Respirators are our most vital protection when other controls can't

bring airborne asbestos down to safe levels. As you know, you can only wear a respirator after fit testing. With asbestos, you can't use a respirator if a doctor says you can't function normally with it or could possibly harm your own health or someone else's as a result of wearing one.

1. The OSHA regulation lists various types of respirators that can offer protection against asbestos. The choice depends on the amount of asbestos in the air. However, a disposable respirator dust mask is never adequate. Usually, you'll use a full face piece supplied-air respirator in pressure demand mode. In certain situations, you may use a powered air-purifying respirator equipped with high-efficiency filters. With a filter respirator you'll have to change the filter elements whenever you detect an increase in breathing resistance.
2. In addition to respirators, people exposed to asbestos above OSHA's limits may have to wear protective clothing such as coveralls, gloves, head and foot coverings, face shields or eye coverings.

- I. **SAFETY PROCEDURES:** When you do use protective clothing around asbestos, you have to remove contaminated clothing without releasing those dangerous little fibers. Don't blow or shake dirt off; these clothes need special cleaning or disposal. In addition, OSHA requires employees who work with asbestos above permissible exposure limits to have:

1. Clean change rooms
2. Separate lockers or stage facilities for street and work clothes
3. Showers
4. A lunchroom with a positive pressure filtered air supply.
5. Before you can enter that lunch room, you have to change clothes or vacuum off surface asbestos fibers. Before you can eat, drink, or smoke, you have to wash your hands and face.
6. If you're required to shower because of the amount of asbestos in your work area, OSHA states clearly that you may not leave the workplace wearing any clothing or equipment worn during the work shift.
7. Place asbestos-contaminated work clothes in the assigned closed container. They're then transported in labeled, closed, impermeable containers so the fibers don't float out. People who launder or clean them are also trained so they understand asbestos hazards and know how to protect themselves.

V. **GOOD HOUSEKEEPING:**

- A. Keep all surfaces as free of asbestos-containing dust and waste as possible.
- B. Clean up all asbestos releases as soon as possible
- C. Use high-efficiency particulate air (HEPA) vacuums, not compressed air, to clean up asbestos-containing materials. We can shovel, sweep, or use other dry methods only when vacuuming or wet cleaning is impossible.
- D. You also want to avoid acts that might release asbestos fibers. For instance, don't cut through pipe insulation or hammer nails or drill holes in ceilings that might contain asbestos.
- E. We also have to be careful with asbestos waste, including empty asbestos containers, manufacturing cuttings or trimmings, or materials that are swept or vacuumed up (including vacuum bags or filters). Other possible hazardous wastes include the fireproofing, insulating, and other materials removed from buildings.
- F. The best way to handle these wastes is to wet them. Then place them in labeled, sealed, leak proof containers for careful and proper disposal.

- G. The bottom line is that released asbestos fibers can be very hazardous to your health. Slowly but surely, across the country, people are removing these materials or enclosing or encapsulating them to prevent exposure to released fibers. But we can't let our guard down. We have to use the protective clothing and equipment and the procedures to limit our risks. We have to pay attention to monitoring and take advantage of medical check-ups that can identify problems.
- H. Finally, if there's any possibility of exposure to asbestos, we have to do one more thing. **Stop Smoking!** There are lots of other good reasons not to smoke. But asbestos and smoking are such a bad mix that the OSHA regulation even covers it. Smoking is absolutely prohibited in work areas where there's a risk of asbestos exposure. In addition, employers and doctors who participate in medical surveillance have to warn you about the danger.

VI. CONCLUSION:

Asbestos has a lot of wonderful qualities like insulating values and fire-resistance. But it should be clear by now that asbestos fibers are a serious health hazard. We can't change the fact that asbestos is present in many buildings and materials. We can, however, follow the law and take responsibility for preventing asbestos exposure. Always check for asbestos warning labels and signs and take the necessary precautions. If you're not sure if something contains asbestos, **ASK!** When you work around asbestos:

- A. Never cut, hammer, or otherwise damage asbestos-containing materials.
- B. Use ventilation, enclosures, wet processes, and other protections to prevent release of asbestos fibers.
- C. Wear respirators and other PPE whenever they're assigned.
- D. Use change rooms, showers, and special lunchrooms when assigned to do so. Make sure you don't contaminate clean areas or street clothing with asbestos.
- E. Treat any dust or waste that could contain asbestos carefully. Wet it when possible and use a HEPA vacuum to clean it up.
- F. Dispose of asbestos-contaminated clothing and waste in proper labeled, sealed, impermeable containers.
- G. Don't smoke in the work areas. Even better, don't smoke at all.
- H. Cooperate with air monitoring and medical surveillance programs. They're designed to protect you.

SUBSTANCE ABUSE POLICY**I. PURPOSE:**

Alcohol and drug abuse ranks as one of the major health problems in the United States. Our employees are our most valuable resource and their safety and health is of paramount concern. We are committed to providing a safe working environment to protect our employees and others; to provide the highest level of service; and to minimize the risk of accidents and injuries.

II. GENERAL POLICY:

Each Company employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair your reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic results. For these reasons, we have adopted a policy that all employees must report to work completely free from the presence of drugs and the effects of alcohol.

III. DRUG USE/DISTRIBUTION/POSSESSION/IMPAIRMENT:

All employees are prohibited from manufacturing, cultivating, distribution, dispensing, possessing or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on company property (including parking areas and grounds), or while otherwise performing their work duties away from company. Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with their prescription.

- A. Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work, and from having excessive amounts of otherwise lawful controlled substance in their systems. This policy does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

IV. ALCOHOL USE/DISTRIBUTION/POSSESSION/IMPAIRMENT:

All employees are prohibited from distribution, dispensing, possessing or using alcohol while at work or on duty. Furthermore, all employees are prohibited from having alcohol in their system while at work or on duty.

V. PRESCRIPTION DRUGS:

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. In addition, employees can report the use of prescription or nonprescription drugs that may affect drug tests by completing a written consent form. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance.

VI. NOTIFICATION OF IMPAIRMENT:

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform his or her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his or her immediate supervisor.

VII. WHO IS TESTED:

Company shall conduct drug tests in the following circumstances:

- A. **POST-ACCIDENT:** Employees involved in an injury-producing incident or illness during work where medical treatment by a medical practitioner is sought or required will be tested. This test shall be done within 8 hours of the injury/illness incident that resulted in medical attention. Failure to comply will be considered a "refusal to test".
- A. **REASONABLE SUSPENSION:** Company policy provides for drug and alcohol testing when there is probable cause to believe that the employee is using or under the influence of alcohol or drugs in a job-related manner. "Reasonable suspicion" means that the supervisor is to contact the manager, Michael I. Cecchi so he can point to objective evidence which reasonably suggests that the employee is using or under the influence of alcohol or drugs. Contrary to popular belief, an employee may be removed from work if the manager simply detects the odor of an alcoholic beverage on the employee's breath.

II. DISCIPLINE:

Violation of this policy or any of its provisions may result in discipline up to and including termination of employment.

III. ENFORCEMENT POLICY:

In order to enforce this policy and procedure, Company may investigate potential violations and require personnel to undergo drug/alcohol screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises and job sites, including, but not limited to work areas, personal articles, employees' clothes, desks, work stations, lockers, and company vehicles, etc. Employees will be subject to discipline up to and including discharge for refusing to cooperate with searches or investigations, to submit to screening or for failing to execute consent forms when requested by supervisor for testing.

IV. EMPLOYEE ASSISTANCE:

The Company expects employees who suspect they have an alcohol or drug problem to seek treatment. The Company will help employees who abuse alcohol or drugs by providing a referral to an appropriate professional organization. However, it is the responsibility of the employee to seek, accept and pay for needed assistance before drug and alcohol problems lead to disciplinary action, including termination. Failure to enter, remain or successfully complete a prescribed treatment program may result in termination of employment. Confidentiality of records and information will be maintained in accordance with all local, state, and federal laws.

Entrance into a treatment program does not relieve an employee of the obligation to satisfy the Company's standards regarding an employee's performance, and participation will not prevent the Company from administering discipline for violation of its policies or relieve the employee of his/her responsibility to perform his/her job in a satisfactory, safe and efficient manner.

V. CONFIRMATION TESTING:

All urinalysis drug tests will utilize an initial immunoassay methodology or an equivalent. All positive results shall be confirmed by a licensed laboratory using gas chromatography/mass spectrometry (GC/MS) or an equivalent.

VI. WHAT HAPPENS WHEN AN EMPLOYEE TESTS POSITIVE FOR PROHIBITED SUBSTANCES:

All employees who test positive in a confirmed substance test will be subject to discipline up to and including discharge.

- A. In those rare circumstances in which an employee is not immediately terminated for testing positive or for some other violation of the policy, the Company, in its sole discretion, may allow the employee to return to work pursuant to the employee executing an agreement acknowledging:
1. That they tested positive or otherwise violated the policy; and
 2. That in exchange for Company not terminating them for this instance of testing positive or otherwise violating the policy, they agree to undergo rehabilitation counseling or other activities prescribed by Company coordinating physician in conjunction with management; to undergo periodic unannounced screening for a set period; and be subject to termination for any future violation of the policy.

VII. RETURN/CONTINUING TO WORK:

Employees who test positive, admit to drug or alcohol use or related misconduct, or voluntarily seek assistance, and are not terminated, will not be returned to work or continue working until they have been evaluated by a Company selected physician to determine if they can safely return to work.

CRANE OPERATIONS

- I. A qualified representative will be designated by **Bramco Construction Corp** to be responsible for rigging and heavy lifting. A report will be filed prior to all lifts over 20 tons. The following items will be included in the report:
 - A. Make and model number of cranes or hoist.
 - B. Lift radius, boom angle, and boom length, if applicable.
 - C. Size and capacity of all rigging.
 - D. Weight of object being lifted and associated rigging.
 - E. Diagram of lift layout.
- II. All contractors will check with **Bramco Construction Corp** concerning these requirements:
 - A. Use extreme caution when moving cranes to ensure that there is no contact with aerial power lines.
 - B. Constantly check slings and rigging and immediately remove damaged, worn, frayed slings and rigging from service and from **Bramco Construction Corp** projects as soon as possible.
 - C. Provide adequate escorts, signal and flag-men when moving crane equipment.
 - D. Only authorized persons will be permitted in the cab or on the equipment. Only those designated persons who are trained and qualified will operate the hoisting equipment.
 - E. No person will be permitted to ride the hook, sling, or load of any hoisting equipment.
 - F. Load limits as specified by the manufacturer will not be exceeded under any circumstances.
 - G. Operating and maintenance procedures as specified by the manufacturer will be followed.
 - H. Before a lift is attempted, the lifting mechanism will be level, firmly supported with the hoist line centered over the center of gravity of the load to be lifted.
 - I. No load will be lifted until its weight has been determined.
 - J. For the first lift of each day, the load will be test-lifted and the brakes checked (load lifted several inches and then tested).
 - K. With every load, the slings and bindings will be checked and will be readjusted as necessary to ensure safety and stability.
 - L. Signals to the equipment operator will be given by one person designated to perform this task. The operator will, however, obey a "Stop" signal given by anyone.
 - M. No employee will be under a suspended load or inside the angle of a hoist line. No employee will stand or work near a cable, chain, or rope under tension.
 - N. Hoist lines, ropes, or wire cables will not be guided by hand when standing within reach of the drum or sheave.

- O. Wire rope loops will be made by proper splicing or mechanical clamping of the tail section. Wire rope clips will not be used to form eyes in wire ropes bridles or slings.
- P. Operators will not leave their position at the controls of cranes, hoists, derricks, or other lifting devices while the load is suspended.
- Q. Operators of cranes, derricks, hoists, and other hoisting equipment will exercise extreme caution when in close proximity to energized lines or equipment. The operator will keep the equipment at least 10 feet away from all lines energized up to 50kV and 0.4 inch more for each 1kV over 50kV.
- R. Tag lines will be used on all loads.
- S. All spreader bars will be tagged with the rated capacity.

III. CRANE INSPECTIONS:

- A. All cranes in use on the project will be inspected on a monthly basis by a competent person. Inspection results will be recorded on a Monthly Crane Inspection Report which must be submitted to **Bramco Construction Corp's** Project Safety Director by the fifth working day of each month.
 - B. Additionally, contractors will submit a current annual crane inspection report to the **Bramco Construction Corp's** Project Safety Director for each crane used on the project. Annual crane inspection reports will be submitted prior to placing the crane in service. The annual inspection will be performed by a qualified crane inspector or by a certified inspection service.
- IV.** Note: The above policy will in no way eliminate any requirements for crane inspections set forth in the OSHA Standard 1926.550.

RESPIRATORY PROTECTION PROGRAM POLICY STATEMENT

The respiratory protection program in effect at **Bramco Construction Corp** is based upon the following criteria, which ensures that maximum respiratory protection is afforded against potential health hazards from airborne contaminants in the work place environment.

- I.** Pre-entry medical evaluations to determine worker health status.
- II.** Qualitative determination of airborne contaminants.
- III.** Selection, issuance and fitting of respiratory protection equipment approved for use in specific environments.
- IV.** Health hazard orientation for personnel.
- V.** Personnel training in the use and care of respiratory protective equipment.
- VI.** Medical surveillance to monitor and ensure protection of workers' health for all employees who are required to wear respirators.
- VII.** Supervision and enforcement of established policies on care, use and storage of respiratory protective equipment.
- VIII.** Regular cleaning, inspection and maintenance of respirators.
- IX.** Periodic random inspection and evaluation of the respiratory protection program.

RESPIRATORY PROTECTION PROGRAM

I. STATEMENT OF INTENT:

The purpose of this program is to protect the health of all employees by preventing their exposure to harmful levels of air contaminants. Where feasible, exposure to air contaminants will be eliminated by the application of engineering controls, such as enclosure of the operation, ventilation, or substitution of less toxic materials. In situations where engineering controls are not feasible, protection will be accomplished by the use of personal respiratory protective equipment.

- A. This program sets forth the operating procedures covering the selection, maintenance and use of respirators and the employee training and record keeping requirements.

II. FACILITY CONTACTS:

Bramco Construction Corp is responsible for the administration of the Respiratory Protection Program, for insuring that the employees covered by the plan are trained in the use of respiratory protection, know where it is to be used, and document the training.

III. COVERED EMPLOYEES:

Examples of potential chemical exposures or job tasks that may require the use of respiratory protection are as follows:

- A. Those employees who are emergency response personnel and have assigned duties under which require the use of a respirator.
- B. Those employees whose regular duties require the use of respiratory protection. (Per Appendix A)
- C. Those employees who use respirators for emergency escape only.
- D. Those employees who voluntarily wear respirators for comfort or other reasons (e.g., dust masks).
 - 1. Any employee requesting or exhibiting the need for respiratory protection will be evaluated on an individual basis and assigned the appropriate equipment.

IV. PROCEDURES:

Each employee required to wear a respirator (other than dust mask respirators) shall have a medical evaluation and approval prior to inclusion in the program. They shall be given a qualitative fit test to ascertain a proper face piece-to-face seal, shall be assigned the specific respirator the employee used to pass the fit test, and be instructed on how to properly put on, adjust, leak test, maintain, clean and store their respirator. Any employee who cannot pass a respirator qualitative fit test shall not be qualified to conduct a job requiring the use of a respirator. Covered job descriptions and activities are presented in Appendix A.

- A. **MEDICAL EXAMINATION:** An employee assigned to a job that requires the use of respirator protection shall be given a medical evaluation, via a questionnaire or initial medical examination, prior to assignment to that job. A physician shall determine that the employee is physically able to perform the job while wearing respiratory protection. (Appendix D - Medical Evaluation Questionnaire)

- B. The medical questionnaire and examinations shall be administered confidentially during the employees' normal work hours or at a time and place convenient to the employee. The medical questionnaire shall be administered in a manner that ensures that the employee understands its content.
- C. The employer shall provide the employee with an opportunity to discuss the questionnaire and examination results with the PLHCP (Physician or licensed Healthcare Professional).
- D. To assist the physician in making the determination of medical fitness, the following criteria must be provided to the PLHCP before the PLHCP makes a recommendation concerning an employee's ability to use a respirator:
 - 1. The type and weight of the respirator to be used by the employee;
 - 2. The duration and frequency of respirator use (including use for rescue and escape);
 - 3. The expected physical work effort;
 - 4. Additional protective clothing and equipment to be worn; and
 - 5. Any supplemental information provided previously to the PLHCP regarding an employee need not be provided for a subsequent medical evaluation if the information and the PLHCP remain the same.
 - 6. The employer shall provide the PLHCP with a copy of the written respiratory protection program and a copy of this section.
- E. The physician will determine if additional tests are required for further evaluation of any pertinent medical problems. Employees will be advised of the results of their fitness evaluations. The results will be maintained in the employee's confidential medical file.
- F. Medical examinations will not be required for the use of respirators for emergency escape or single - use disposable dust respirators requested for employee comfort.
- G. **MEDICAL DETERMINATION:** In determining the employee's ability to use a respirator, the employer shall:
 - 1. Obtain a written recommendation regarding the employee's ability to use the respirator from the PLHCP. The recommendation shall provide only the following information:
 - a. Any limitations on respirator use related to the medical condition of the employee, or relating to the workplace conditions in which the respirator will be used, including whether or not the employee is medically able to use the respirator;
 - b. The need, if any, for follow-up medical evaluations; and
 - c. A statement that the PLHCP has provided the employee with a copy of the PLHCP's written recommendation.
 - 2. If the respirator is a negative pressure respirator and the PLHCP finds a medical condition that may place the employee's health at increased risk, if the respirator is used, the employer shall provide a PAPR (Powered Air Purifying Respirator) if the PLHCP's medical evaluation finds that the employee can use such a respirator; if a subsequent medical evaluation finds that the employee is medically able to use a negative pressure respirator, then the employer is no longer required to provide a PAPR.
- H. **RE-EVALUATION:** Medical re-evaluation should be conducted as follows:
 - 1. Report of medical symptoms that may impact respirator usage.
 - 2. Judgment of Supervisors or Plan Administrator
 - 3. Change in workplace conditions.
- I. **RESTRICTIONS FOR RESPIRATOR USE:** Employees who use respirators requiring a proper facial-seal shall not allow facial hair to interfere with continuous contact between the respirator face seal and the wearer's face.

1. Covered employees are not permitted to wear glasses with temple pieces while using a full face piece respirator. For those who must wear prescription glasses in order to perform their duties, the company will provide such prescription lenses to be mounted inside the respirator face piece or will place the employee in a job where donning a respirator is not part of their normal job activities.
2. Contact lenses should not be worn with any respirator, because they can increase the risk of eye damage from airborne contaminants, and they can cause severe vision impairment when irritation occurs.

J. EMPLOYEE TRAINING:

1. Employees will attend a respirator training program at the time they are included in this plan and on an annual basis thereafter.
2. The training program will include the following topics and be coordinated by the Program Administrator:
 - a. An explanation of the respiratory hazards and the consequences of not using respirators properly.
 - b. An explanation of the particular respirator provided.
 - c. A discussion of the engineering and administrative controls in use and why respirators are needed.
 - d. A discussion of the respirator's capabilities and limitations.
 - e. Fitting instructions, including demonstration and practice wearing, adjusting and determining the fit of the respirator.
 - f. An explanation of the maintenance and inspection of the respirator.
 - g. An explanation of the medical fitness determination requirements.
 - h. A general explanation of OSHA 1910.134 regulation as it applies to the employees use.
3. Training will be organized through the designated plan administrator. A record of the employee training is presented in Appendix B and B-1.
4. The employee training documentation will be maintained in the Safety Office.

K. RESPIRATOR SELECTION AND USE: In our facility respirators are selected to protect employees from contaminated atmospheres. The general guidelines for the selection of respirators to be used by covered employees are provided in the American National Standard (ANSI) Z-88.2-1980 (Appendix C). All respirators provided by the company shall be NIOSH-MSHA Certified. The respirators authorized for use at our facility include:

1. 3M half face air purifying respirator with organic vapor cartridges and paint pre-filters. These are used by paint and paint prep employees for protection when spot painting and preparation for painting. It is the recommendation of the 3m representative that these are the correct cartridges and pre-filters for this application.
2. Willson half face air purifying respirator with organic vapor cartridges and paint pre-filters. These are used by the painters for painting work while inside the paint booth with proper ventilation. The ventilation inside the booth keeps the contaminants below PEL levels making the need for a respirator unnecessary, however, we have determined that for additional employee protection and comfort, our painters will use this respirator as suggest by Willson.
3. 3M disposable dust/mist respirator masks. These respirators are voluntarily used by the body technicians to prevent nuisance dust from their mouth and nose while sanding and grinding. The quantity of contaminants in the air during this process is well below the PEL making the need for a respirator unnecessary, however, we have determined that if employees feel more comfortable with the use of the respirator we find no reason to prohibit their use.
 - a. Employees are required to use respirators in accordance with instructions and training provided. Department Heads and Supervisors shall be aware of the job tasks that

require respiratory protection and be aware of their responsibility to insure that respirators are donned before these job functions are performed.

- L. HAZARD EVALUATION: Respirator hazards will be identified through the Hazard Communication Standard and a workplace hazard assessment for the facility. The SDS's will be consulted on physical and chemical characteristics and hazards, primary route(s) of entry, and generally applicable control measures including appropriate respiratory protection.
 - 1. Because of the ventilation provided to areas where contaminants are airborne it has been found that our areas are below OSHA PEL levels as listed in CFR 1910.1000. In the extreme event that one of our systems break down we do not want one of our employees injured for this reason we have determined that employees performing duties as described in this document will wear respirators with organic cartridges and paint pre-filters. Our employee's health and welfare and peace of mind is worth more than the cost of this program.
 - 2. Some employees do not like the feeling of dust in their mouth and nose. Although it has been shown that we are well below the PEL for the dust in the work areas we have determined that it is permissible for these employees to use 3m dust/mist respirators for their comfort. The OSHA mandatory handout, CFR 1910.134, Appendix D, is provided to all body shop employees. A copy of this document is provided as Appendix "H" of this program.
- M. CLEANING, INSPECTION, MAINTENANCE, AND STORAGE: Respirators shall be cleaned with a sanitizing agent after each use by the wearer of the respirator in accordance with the manufacturer's instructions.
 - 1. Before each use and during cleaning, respirators shall be inspected by the wearer for any worn or deteriorated parts and replaced as necessary with replacement parts bearing the same manufacturer's name as the respirator. "Note: Replacement parts, cartridges and canisters bearing one manufacturer's name **shall not** be used on another manufacturer's respirator." (Appendix F & G)
 - 2. Respirator inspection checkpoints are identified on the manufacture information sheet. These items include, but are not limited to: respirator function, tightness of connections, and condition of various parts, such as: face piece, head straps, valves, cartridges and filters.
 - 3. Respirators shall be stored in a sealed container, in a convenient, clean and sanitary location.
- N. FIT TESTING: Fit testing will be coordinated by the designated plan administrator. All fit testing will be done according to one of the methods referred to in CFR 1910.1025, Qualitative Fit Test Protocols. (Appendix E)
 - 1. Results of the fit testing are to be documented (Appendix E) and maintained by the plan administrator.
 - 2. The fit test must be performed before the respirator is used in the workplace. It must be repeated at least annually and whenever a different respirator face piece is used or a change in the employee's physical condition could affect respirator fit. If the respirator subsequently becomes unacceptable (i.e., causes irritation or pain) to the employee, the employee must be given the opportunity to select a different respirator face piece and be retested.
- O. USER SEAL CHECK PROCEDURES: The respirator manufacturer's recommended procedures for performing a user seal check may be used instead of the positive and/or negative pressure check procedures provided that the manufacturer's procedures are equally effective. A COPY OF THE MANUFACTURER'S PROCEDURE WILL BE ATTACHED TO THIS PROCEDURE.
- P. IMPLEMENTATION AND EVALUATION: The line supervisor's shall be responsible for implementing

the program, and random inspections shall be conducted to assure that all of the requirements of the program are being followed. Periodically, the designated plan administrator will conduct inspections; during these inspections the program administrator will interview employees as to the viability of the program, ability to work with the respirator, workplace conditions during respirator use, and proper respirator maintenance.

1. At least monthly, respirator inspections will be documented on Appendix G, Respirator Inspection Record.

Q. RECORDKEEPING: The following information must be maintained by the Program Administrator.

1. Copy of the Respiratory Protection Program.
2. List of employees covered and the types of approved respiratory protection.
3. Employee training records.
4. Employee fit-test records.
5. Medical evaluation records maintained in a confidential medical file.
6. Respirator Inspection Records.

V. INFORMATION PROVIDED TO THE PLHCP

- A. The respirator to be used by our employees is the 3M half face respirator. This is a negative pressure respirator in which the employee draws air through cartridges and pre-filters to breath filtered air. It weights approximately 2 lbs.
- B. Employees will wear these respirators while spot painting and while painting automobiles inside the ventilated spray booths. The time frame can be from 5 minutes up to 45 minutes per job. An average day will require approximately 1 ½ hours of total use. Some days will not require any respirator use and worst case would be 2 ½ hours in a single day.
- C. While wearing this respirator the employee is in a climate-controlled booth. The temperature in the booth is kept at approximately 75 - 80 degrees F. Humidity is very low and kept that way for the paint curing process.
- D. The worker is clothed with as little skin as possible showing. The clothing breathes so there is no chance of heat stress while painting.
- E. The physical effort is minimal. The worker is holding a 6 lb spray apparatus that is connected to an air line. This is the only weight or physical effort by employees.

RESPIRATOR SELECTION CRITERIA AND ASSEMBLY LIST (Appendix C)

PART 1 OSHA-ACCEPTED FIT TEST PROTOCOLS

- **FIT TESTING PROCEDURES - GENERAL REQUIREMENTS**

- The employer shall conduct fit testing using the following procedures. The requirements in this appendix apply to all OSHA-accepted fit test methods, both QLFT and QNFT.
- The test subject shall be allowed to pick the most acceptable respirator from a sufficient number of respirator sizes so that the respirator is acceptable to, and correctly fits, the user.
- Prior to the selection process, the test subject shall be shown how to put on a respirator, how it should be positioned on the face, how to set strap tension and how to determine an acceptable fit. A mirror shall be available to assist the subject in evaluating the fit and positioning of the respirator.
- The test subject shall be informed that he/she is being asked to select the respirator that provides the most acceptable fit. Each respirator represents a different size and shape, and if fitted and used properly, will provide adequate protection.
- The test subject shall be instructed to hold each chosen facepiece up to the face and eliminate those that obviously do not give an acceptable fit.
- The more acceptable face-pieces are noted in case the one selected proves unacceptable; the most comfortable mask is donned and worn at least five minutes to assess comfort. Assistance in assessing comfort can be given by discussing the points in item A.6 below. If the test subject is not familiar with using a particular respirator, the test subject shall be directed to don the mask several times and to adjust the straps each time to become adept at setting proper tension on the straps.
- Assessment of comfort shall include a review of the following points with the test subject and allowing the test subject adequate time to determine the comfort of the respirator:
 - Position of the mask on the nose
 - Room for eye protection
 - Room to talk
 - Position of mask on face and cheeks
- The following criteria shall be used to help determine the adequacy of the respirator fit:
 - Chin properly placed.
 - Adequate strap tension, not overly tightened.
 - Fit across nose bridge.
 - Respirator of proper size to span distance from nose to chin.
 - Tendency of respirator to slip.
 - Self-observation in mirror to evaluate fit and respirator position.
- The test subject shall conduct a user seal check, either the negative or positive or those recommended by the manufacturer, which provide equivalent procedures to insure protection.
- The test shall not be conducted if there is any hair growth between the skin and the face

piece sealing surface, such as stubble, beard growth, beard, mustache or sideburns which cross the respirator sealing surface. Nothing, including apparel, can interfere with a satisfactory fit and seal.

- If a test subject exhibits difficulty in breathing during the test, testing shall cease and a referral made to a physician for evaluation to wear a respirator while performing duties.
- If employee finds respirator unacceptable, the test subject shall be given the opportunity to select a different respirator of similar nature and be retested.
- Exercise regimen. The respirator to be tested shall be worn at least 5 minutes before the start of the fit test and then, during the exercises that the subject will be performing as dictated in the pre-testing briefing.
- The fit test shall be performed while the test subject is wearing any applicable safety equipment that may be worn during actual respirator use.
- Test exercises:
 - Normal breathing
 - Deep breathing
 - Turning head side to side
 - Moving head up and down
 - Talking
 - Grimace
 - Bending over
 - Normal breathing again
- Isoamyl Acetate Fit Test (Odor threshold screening test)

REQUESTED USE OF RESPIRATOR WHEN BELOW PEL/TLV*Appendix D to Sec. 1910.134 (Mandatory) Information for Employees Using Respirators When Not Required Under the OSHA Standard*

- Respirators are an effective method of protection against designated hazards when properly selected and worn. Respirator use is encouraged, even when exposures are below the exposure limit, to provide an additional level of comfort and protection for workers. However, if a respirator is used improperly or not kept clean, the respirator itself can become a hazard to the worker. Sometimes, workers may wear respirators to avoid exposures to hazards, even if the amount of hazardous substance does not exceed the limits set by OSHA standards. If your employer provides respirators for your voluntary use, or if you provide your own respirator, you need to take certain precautions to be sure that the respirator itself does not present a hazard.
- You should do the following:
 - Read and heed all instructions provided by the manufacturer on use, maintenance, cleaning and care, and warnings regarding the respirators limitations.
 - Choose respirators certified for use to protect against the contaminant of concern. NIOSH, the National Institute for Occupational Safety and Health of the U. S. Department of Health and Human Services, certifies respirators. A label or statement of certification should appear on the respirator or respirator packaging. It will tell you what the respirator is designed for and how much it will protect you.
 - Do not wear your respirator into atmospheres containing contaminants for which your respirator is not designed to protect against. For example, a respirator designed to filter dust particles will not protect you against gases, vapors, or very small solid particles of fumes or smoke.
 - Keep track of your respirator so that you do not mistakenly use someone else's respirator.

EXCAVATION SAFETY POLICY

- I. PURPOSE:** Trenching and excavation work poses serious risks to all workers involved. The primary hazard, however, for excavation workers, is from cave-ins. When cave-ins occur, they are much more likely to result in worker fatalities than other excavation related accidents. **Bramco Construction Corp** has developed these policies and procedures and requires strict compliance to prevent or greatly reduce the risk of cave-ins as well as other excavation-related accidents.

II. PROTECTION OR EMPLOYEES IN EXCAVATIONS

- A. Each employee in an excavation shall be protected from cave-ins by an adequate protective system designed in accordance with 1926.652 except when:
1. Excavations are made entirely in stable rock; or
 2. Excavations are less than 5 feet (1.52 m) in depth and examination of the ground by a competent person provides no indication of a potential cave-in.
- B. Protective systems shall have the capacity to resist without failure all loads that are intended or could reasonably be expected to be applied or transmitted to the system.

III. TRENCH EXCAVATIONS

- A. **SLOPING:** The safety and health of excavation workers can be ensured by effectively sloping the sides of a trench or excavation to an angle not steeper than one and one-half horizontal to one vertical (34 degrees measured from the horizontal). A slope of this gradation or less is considered safe for any type of soil.
- B. **TRENCH BOXES AND SHIELDS:** Trench boxes and shields designed or approved by a registered professional engineer, or based on data prepared or approved by a registered professional engineer, may be used to ensure the safety of excavation workers. Trench boxes may be constructed of timber, aluminum, or other suitable material as may be approved by a registered professional engineer.
- C. **RESPONSIBILITY:** It shall be the responsibility of the competent person to ensure that all excavations, where city employees are carrying out the excavation, are carried out using either the sloping or trench boxes and shield safety methods. Under no circumstances shall the competent person permit an excavation of more than five feet in depth without using proper sloping or trench boxes and shields, unless the public works supervisor has determined that the excavation is made entirely in stable rock, is less than four feet deep, or an examination of the ground finds no indication of a potential cave-in.

IV. SAFETY PRECAUTIONS

- A. **STABILITY OF STRUCTURES:** Adjacent structures such as buildings, walls, sidewalks or pavements shall be shored, braced, or underpinned to ensure stability. Excavations shall not be undertaken below the level of the base or footing of any foundation or retaining wall unless:
1. A support system such as underpinning is provided,
 2. The excavation is in stable rock, or
 3. A registered professional engineer determines that the structure is sufficiently removed from the excavation and that the excavation will not pose a hazard to employees.
- B. Excavations under sidewalks and pavements are also prohibited unless an appropriately designed support system is provided.

V. INSTALLATION AND REMOVAL OF PROTECTIVE SYSTEMS

- A. Installing support systems shall be undertaken in accordance with the following procedures for the protection of employees:
 - 1. Securely connect members of support systems,
 - 2. Safely install support systems,
 - 3. Never overload members of support systems, and
 - 4. Install other structural members to carry loads imposed on the support system when temporary removal of individual members is necessary.
- B. Excavations of 2 feet or less below the bottom of the members of a support or shield system of a trench may be undertaken if (1) the system is designed to resist the forces calculated for the full depth of the trench, and (2) there are no indications, while the trench is open, of a possible cave-in below the bottom of the support system. Also, the installation of support systems must be closely coordinated with the excavation of trenches.
- C. Upon completion of the work, the excavation should be back filled as the protective system is dismantled. After the excavation has been cleared, workers should slowly remove the protective system from the bottom up, taking care to release members slowly.

VI. MATERIALS AND EQUIPMENT

- A. **Bramco Construction Corp** is responsible for the safe condition of materials and equipment used for protective systems. Materials and equipment used for protective systems shall be free from damage or defects that might impair their proper function.
- B. Manufactured materials and equipment used for protective systems shall be used and maintained in a manner that is consistent with the recommendations of the manufacturer, and in a manner that will prevent employee exposure to hazards.
- C. When material or equipment that is used for protective systems is damaged, a competent person shall examine the material or equipment and evaluate its suitability for continued use. If the competent person cannot assure the material or equipment is able to support the intended loads or is otherwise suitable for safe use, then such material or equipment shall be removed from service, and shall be evaluated and approved by a registered professional engineer before being returned to service.
- D. THE COMPETENT PERSON OF **Bramco Construction Corp** MUST ENSURE THAT:
 - 1. Protective systems are free from damage or defects,
 - 2. Manufactured materials and equipment are used and maintained in a manner consistent with the recommendations of the manufacturer and in a way that will prevent employee exposure to hazards, and
 - 3. While in operation, damaged protective systems are examined by a competent person to determine if they are suitable for continued use. If materials and equipment are not safe for use, they must be removed from service.
 - 4. These protective systems cannot be returned to service without the evaluation and approval of a registered professional engineer.

VII. OTHER HAZARDS

- A. EXPOSURE TO FALLS, FALLING LOADS, AND MOBILE EQUIPMENT:
 - a. In addition to cave-in hazards and secondary hazards related to cave-ins, there are other hazards from which workers must be protected during excavation-related work. These hazards include exposure to falls, falling loads, and mobile equipment. To protect employees from these hazards, the public competent person shall take the following precautions:
 - 2. Keep materials or equipment that might fall or roll into an excavation at least 2 feet from the edge of excavations, or have retaining devices, or both.
 - 3. Provide warning systems such as mobile equipment, barricades, hand or mechanical signals, or stop logs, to alert operators of the edge of an excavation. If possible, keep the grade away from the excavation.
 - 4. Provide scaling to remove loose rock or soil or install protective barricades and other equivalent protection to protect employees against falling rock, soil, or materials.
 - 5. Prohibit employees from working on faces of sloped or benched excavations at levels above other employees unless employees at lower levels are adequately protected from the hazard of falling, rolling, or sliding material or equipment.
 - 6. Prohibit employees under loads that are handled by lifting or digging equipment. To avoid being struck by any spillage or falling materials, require employees to stand away from vehicles being loaded or unloaded. If cabs of vehicles provide adequate protection from falling loads during loading and unloading operations, the operators may remain in them.

VIII. WATER ACCUMULATION

- A. Employees are prohibited from working in excavations where water has accumulated or is accumulating unless adequate protection has been taken. If water removal equipment is used to control or prevent water from accumulating, the equipment and operations of the equipment must be monitored by a competent person to ensure proper use.
- B. Diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavation. The competent person must inspect excavations subject to runoffs from heavy rains

IX. HAZARDOUS ATMOSPHERES

- A. The competent person shall test excavations greater than 4 feet in depth as well as ones where oxygen deficiency or a hazardous atmosphere exists or could reasonably be expected to exist, before an employee of the city enters the excavation. If hazardous conditions exist, controls such as proper respiratory protection or ventilation must be provided. Controls used to reduce atmospheric contaminants to acceptable levels must be tested regularly.
- B. Where adverse atmospheric conditions may exist or develop in an excavation, the employer also must provide and ensure that emergency rescue equipment, (e.g., breathing apparatus, a safety harness and line, basket stretcher, etc.) Is readily available and attended when used.
- C. When an employee of the town enters bell-bottom pier holes and similar deep and confined footing excavations, the employee must wear a harness with a lifeline. The lifeline must be securely attached to the harness and must be separate from any line used to handle materials. While the employee wearing the lifeline is in the excavation, an observer must be present to
- D.

X. ACCESS AND EGRESS

- A. The **Bramco Construction Corp** must provide safe access and egress to all excavations. When employees are required to be in trench excavations 4 feet deep or more, adequate means of exit, such as ladders, steps, ramps or other safe means of egress, must be provided and be within 25 feet of lateral travel. If structural ramps are used as a means of access or egress, they must be designed by a professional engineer if used for employee access or egress, or a competent person qualified in structural design if used by vehicles. Structural members used for ramps or runways must be uniform in thickness and joined in a manner to prevent tripping or displacement.

WELDING & CUTTING

- I. Only experienced and properly trained persons will perform welding and cutting. Before welding or cutting is started, the area will be inspected for potential fire hazards.
- II. Suitable fire extinguishing equipment shall be immediately available at all locations where welding and cutting equipment is used.
- III. Welders or their helper when engaged in welding or cutting operations will not carry matches.
- IV. Where combustible materials such as paper clippings, coal, or wood shavings are present, the floor shall be swept clean for a radius of 35 feet before welding.
- V. To protect eyes, face, and body during welding and cutting, the operator will wear an approved helmet or goggles, proper protective gloves and clothing. Helpers or attendants shall wear proper eye protection. Other employees will not observe welding operations unless they use approved eye protection.
- VI. Proper eye protection will be worn to guard against flying particles.
- VII. Welders will place welding cable, hoses, and other equipment so that it is clear of passageways, ladders, and stairways.
- VIII. Gas Welding and Cutting - Only approved gas welding or cutting equipment will be used.
- IX. Approved back flow check valves will be used on gas welding rigs in both gas and oxygen lines.
- X. Welding hose will not be repaired with tape.
- XI. Matches will not be used to light a torch; a torch will not be lighted on hot work. A friction lighter or other approved device will be used.
- XII. Rules and instructions supplied by the manufacturer or affixed to the machine will be followed.



February 16, 2023

Corey Jenkins
Airport Manager
Carson City Airport
2600 College Parkway #6
Carson City, NV 89706

Dear Corey:

Per your request, I am providing this letter to outline EPIC Fuels support of Stellar Aviation request to perform truck-to-truck transfers at an agreed upon site at the Carson City Airport.

EPIC has supported dealers that have needed to employ truck-to-truck transfers, including Stellar Aviation. You should be aware that EPIC Fuels requires that these processes meet or exceed any applicable industry standards. EPIC brings years of experience with aviation equipment, storage, and fuel handling, and has overseen numerous sites that successfully operated truck-to-truck transfer operations, including Stellar Aviation's operations at the Reno-Tahoe International Airport.

Just to set the stage, EPIC will not support the "old school" way of performing a truck-to-truck transfers (some still do this). These are where a transport truck connects his pump outlet hose to the refueler bottom load sometimes without a dry break connection, or worse case, just puts an open hose into the top of a refueler.

It is EPIC's position that a truck-to-truck procedure must meet, at a minimum, all the following items before Epic will approve the location to receive fuel via truck-to-truck transfers:

- Approval from the Airport Authority and the Local Fire Authority.
- Meet or exceed existing industry standards.
- The location shall be out of the way of traffic or aircraft.
- The location shall be able to provide containment (including temporary containment) in case of spills.
- A truck-to-truck manual will be created with Stellar Aviation that is site specific and cover the site access, containment, transfer instructions, product quality and testing as well as training

The transfer unit shall provide the following:

- Self-contained pump
- Deadman control
- Emergency shut-off
- Filtration using aviation approved elements with pressure differential gauge
- High level control
- Metering
- Aviation rated pressure hose and dry break nozzle

These exact procedures and processes have been employed by Stellar Aviation, in accordance with Epic's standards, at their facility at the Reno-Tahoe International Airport, with the oversight and approval of the Reno Tahoe Airport Authority and the Airport's Aircraft Rescue and Firefighting Department. These operations have been conducted for more than two years at RNO without incident, and I have personally developed and inspected the procedures in place. Therefore, I have absolutely no reservations about Stellar's ability to employ such operations and procedures at the Carson City Airport.

Sincerely,
John Lindner

A handwritten signature in black ink that reads 'John Lindner' in a cursive script.

EPIC Fuels
Operations Risk Manager



CCAA BOARD MEMO

Agenda Item: G-2

BOARD MEMO 2023-12

Meeting Date: March 15, 2023

Agenda Title: FOR DISCUSSION AND POSSIBLE ACTION: REVIEW AND APPROVE FY 23/24 PRELIMINARY BUDGET FOR SUBMISSION TO THE NEVADA DEPARTMENT OF TAXATION. (C. JENKINS)

Staff Summary: This is the second review of the FY 23/24 Preliminary budget. NRS statutes requires that a preliminary budget must be approved and submitted to the Nevada Department of Taxation no later than April 15, 2023.

Agenda Action: Formal Action/Motion

Time Requested: 15 Minutes

Proposed Motion

I move to approve the FY 23/24 Preliminary Budget and direct staff to submit to the Nevada Department of Taxation.

CCAA'S Strategic Goal

Maintain financial stability.

Previous Action and Executive Summary

February 15, 2023 (Item G-4) – First review of Preliminary Budget

Financial Information

Is there a fiscal impact?

☒ No ☐ Yes

If yes, account name/number & amount:

General Fund/ Federal Share:

Is it currently budgeted?

Alternatives

Do not approve preliminary budget

Board Action Taken:

Motion: _____ 1) _____
2) _____

Aye/Nay

(Vote Recorded By)

CCAA 23/24 Preliminary Budget Worksheet - February 2023

		FY 21/22	FY 21/22	FY 22/23	FY 22/23	FY 23/24	FY 23/24
		Budget	Actual	Budget	Projected Actual	Budget	Notes
INCOME							
	SUB-TOTAL 5010 · REAL/PERSONAL PROPERTY TAX	270,000.00	287,841.66	300,000.00	337,122.00	350,000.00	
	5010.1 · Aircraft	130,000.00	155,474.65	165,000.00	198,198.00	210,000.00	
	5010.2 · Building	140,000.00	132,367.01	135,000.00	138,924.00	140,000.00	
	5050 · AIRPORT LEASES						
	5050H · Hangar Lease	36,000.00	47,516.72	45,000.00	48,000.00	79,100.00	Stew's Aero Lease
	5051 · Land Leases	180,000.00	201,944.44	215,000.00	215,000.00	245,000.00	Add Arrowhead Tenant Lease + CPI Increases
	5052 · Tower Leases	60,000.00	69,619.87	67,000.00	69,000.00	71,000.00	CPI Increase
	5053 · Lease-Mayes	6,240.00	6,240.00	6,240.00	6,240.00	6,240.00	
	SUB-TOTAL 5050 · AIRPORT LEASES	282,240.00	325,321.03	333,240.00	338,240.00	401,340.00	
	5150 · Tie Down Fees	10,000.00	6,961.80	9,000.00	9,000.00	9,000.00	
	5151 · Gate Card Fees	2,000.00	630.19	500.00	900.00	900.00	
	5155 · Parking Fees	600.00	1,099.67	750.00	150.00	200.00	
	5200 · Fuel Flowage Fees	18,000.00	14,300.49	18,000.00	19,500.00	20,000.00	
	5201 · Jet Fuel Tax	2,300.00	4,513.24	4,000.00	3,200.00	4,000.00	
	5250 · Through the Fence Fees	7,200.00	7,512.90	7,200.00	7,200.00	7,200.00	
	5300 · Class II FBO Fees	8,000.00	10,863.30	12,000.00	12,000.00	12,000.00	
	5400 · Misc Income	0.00	9,156.39	0.00	0.00	0.00	
	5402 · Open House Income	0.00	0.00	0.00	8,000.00	10,000.00	Open House resumes in 2023
	5404 · Rock Materials Sales	40,000.00	31,796.76	25,000.00	80,000.00	40,000.00	
	5500 · Interest Income	2,500.00	261,673.93	3,500.00	45,000.00	65,000.00	Interest Rates Up, 300K Added, NPV New Leases
	5998 · Terminal Rental	0.00	0.00	0.00	500.00	500.00	
	SUB-TOTAL FEES & MISC INCOME	90,600.00	348,508.67	79,950.00	185,450.00	168,800.00	
TOTAL INCOME		642,840.00	961,671.36	713,190.00	860,812.00	920,140.00	
OPERATING EXPENSES							
	MISCELLANEOUS OPERATION EXPENSES						
	6000 · Airport Engineering	0.00	0.00	0.00	0.00	0.00	
	6019 · Charitable Contribution	0.00	0.00	0.00	0.00	0.00	
	6130 · Dues	0.00	2,250.00	1,450.00	1,325.00	1,450.00	
	6135 · Memberships	1,400.00	875.00	1,000.00	750.00	750.00	
	6136 · Registration	1,250.00	0.00	500.00	0.00	0.00	
	6137 · Conferences	4,000.00	3,759.55	4,000.00	1,000.00	2,500.00	
	6170 · SWAAAE BOD Travel	750.00	0.00	850.00	0.00	750.00	
	6190 · Office Expense PC Software	2,500.00	3,762.65	2,500.00	500.00	1,000.00	
	6200 · Office Expense PC Hardware	1,500.00	454.95	1,500.00	500.00	500.00	
	6210 · Mileage	0.00	0.00	0.00	0.00	0.00	
	6211 · Meals and Entertainment	500.00	264.66	500.00	440.00	500.00	
	6369 · Travel	0.00	5,300.94	500.00	250.00	500.00	
	6280 · Open House Expense	0.00	0.00	0.00	8,000.00	10,000.00	Open House Resumes in 2023
	SUB-TOTAL 6000-6280 · MISC OPERATING EXPENSES	11,900.00	16,667.75	12,800.00	12,765.00	17,950.00	
	UTILITIES						
	6302 · Phone & Internet	4,200.00	3,719.67	4,000.00	3,500.00	3,500.00	
	6303 · Electric	8,000.00	9,395.13	8,500.00	10,900.00	12,000.00	
	6304 · Gas	600.00	894.55	700.00	900.00	1,000.00	
	6305 · Water	2,000.00	2,150.27	2,000.00	2,000.00	2,000.00	
	6306 · Carson City Landfill	750.00	966.25	1,500.00	1,200.00	1,200.00	
	SUB-TOTAL 6301 · UTILITIES	15,550.00	17,125.87	16,700.00	18,500.00	19,700.00	
	OTHER EXPENSES						
	6308 · Office Expenses and Supplies	2,000.00	684.85	1,200.00	2,400.00	2,000.00	
	6309 · Legal	50,000.00	90,861.50	60,000.00	68,000.00	100,000.00	High Lease Activity and Hourly Rate Increase
	6310 · Security	4,000.00	17,358.00	4,000.00	3,600.00	4,000.00	
	6311 · CCAA Printing	350.00	162.77	600.00	0.00	0.00	Board Packets Go Digital or Printed In House
	6312 · Data Storage	500.00	401.04	400.00	410.00	400.00	

6313 - Insurance	12,000.00	6,397.92	13,000.00	11,000.00	13,000.00	Add New Plow
6314 - Auditing	25,000.00	33,000.00	25,000.00	18,000.00	25,000.00	Single Audit Required
6314a - Bookkeeping (Bullis)	7,500.00	18,303.00	15,000.00	18,000.00	18,000.00	
6314b - Accounting/TMCDBooks	2,500.00	0.00	0.00	14,000.00	28,800.00	Contract Help In Place as of 12/2022
6315 - Contract Services/Appraisal	4,000.00	2,500.00	5,000.00	12,000.00	6,000.00	
6316 - Bank/Square Charges	400.00	82.14	150.00	350.00	350.00	
6317 - Airport Equipment Maintenance	10,000.00	1,569.95	12,000.00	11,000.00	15,000.00	Add New Plow
6325 US Bank (Tractor)	13,800.00	13,800.00	13,800.00	13,800.00	13,800.00	
6317.5 - AWOS III Service Expense	7,500.00	5,550.00	6,000.00	5,550.00	6,000.00	
6318 - Facility Maintenance	11,000.00	6,939.42	11,000.00	8,000.00	8,000.00	
6319 - Airfield Maintenance	15,000.00	19,621.15	30,000.00	26,000.00	30,000.00	
6319.5 - Gate maintenance	1,000.00	426.70	500.00	150.00	250.00	
6319.51 - Depreciation Expense	0.00	86,959.00	0.00	85,000.00	85,000.00	
6444 - Advertising and Marketing	5,000.00	2,322.14	4,000.00	3,000.00	3,000.00	
SUB-TOTAL 6300 OTHER EXPENSES	171,550.00	306,939.58	201,650.00	300,260.00	358,600.00	
LABOR EXPENSE						
6351 - Salaries	154,000.00	128,585.67	139,500.00	145,000.00	215,431.00	Add Maintenance Supervisor
6351.5 - Overtime Budget (Airfield)	6,000.00	0.00	6,000.00	10,000.00	6,000.00	
6352 - Healthcare	18,190.00	31,713.64	36,000.00	32,000.00	45,000.00	
6353 - PERS Retirement Contribution	38,000.00	25,154.30	42,000.00	42,000.00	65,000.00	
6354 - Nevada Payroll	1,100.00	1,131.34	1,100.00	1,100.00	1,100.00	
6355 - Workers Compensation	6,800.00	4,639.02	6,800.00	4,800.00	7,402.00	
6356 - State Unemployment Contribution	1,400.00	1,282.68	1,400.00	1,400.00	2,042.00	
6357 - Federal Quarterly Tax	0.00	505.25	0.00	500.00	500.00	
6358 - Medicare Expense	2,500.00	1,753.08	0.00	0.00	0.00	
6360 - Managers Medical Expense	7,200.00	0.00	0.00	0.00	0.00	
6363 - Voya/Deferred Comp	0.00	0.00	0.00	0.00	0.00	
6476 - Uniforms	2,400.00	2,014.97	600.00	1,100.00	2,400.00	
SUB-TOTAL 6350 - LABOR EXPENSE	237,590.00	196,779.95	233,400.00	237,900.00	344,875.00	Add Maintenance Supervisor
TOTAL OPERATING EXPENSE	436,590.00	537,513.15	464,550.00	569,425.00	741,125.00	
NET OPERATING INCOME	206,250.00	424,158.21	248,640.00	291,387.00	179,015.00	
FAA AIP GRANT FUNDED PROJECTS						
6038 - AIP #39 Airport Coronavirus Response Grant Revenue	23,000.00	23,000.00	0.00	0.00	0.00	
6038 - AIP #39 Airport Coronavirus Response Grant Expense	0.00	0.00	0.00	0.00	0.00	
6039 - AIP #40 Airport Rescue Grant Revenue	59,000.00	59,000.00	0.00	0.00	0.00	
6039 - AIP #40 Airport Rescue Grant Expense	0.00	0.00	0.00	0.00	0.00	
BIL Terminal Bldg Revenue	0.00	0.00	0.00	0.00	0.00	
BIL Terminal Bldg Expense	0.00	0.00	0.00	0.00	0.00	
BIL Extend 9/27 (Design) Revenue	0.00	0.00	0.00	0.00	0.00	
BIL Extend 9/27 (Design) Expense	0.00	0.00	0.00	0.00	0.00	
6034 - AIP #41 Relocate AWOS Revenue	300,000.00	274,083.00	0.00	0.00	0.00	
6034 - AIP #41 Relocate AWOS Expense	300,000.00	278,357.00	0.00	0.00	0.00	
6035.1 - Construct SRE Bldg. (40' X 80') Revenue	0.00	0.00	200,000.00	0.00	774,263.00	
6035.2 - Construct SRE Bldg. (40' X 80') Expense	0.00	0.00	200,000.00	0.00	825,880.00	
6036.1 - AIP #37 Acquire Snow Removal Equipment Revenue	225,000.00	0.00	225,000.00	7,000.00	218,000.00	
6036.2 - AIP #37 Acquire Snow Removal Equipment Expense	225,000.00	0.00	225,000.00	7,000.00	218,000.00	
6037 - AIP #38 Approach Lighting (Phase 1) Revenue	250,000.00	0.00	250,000.00	251,286.00	0.00	
6037 - AIP #38 Approach Lighting (Phase 1) Expense	250,000.00	0.00	250,000.00	251,286.00	0.00	
6041.1 - AIP #42 Approach Lighting (Phase 2)(Design) Revenue	0.00	0.00	0.00	421,875.00	0.00	
6041.2 - AIP #42 Approach Lighting (Phase 2)(Design) Expense	0.00	0.00	0.00	450,000.00	0.00	
Approach Lighting (Phase 3)(Const PAPI and MALSF) Revenue	0.00	0.00	0.00	0.00	1,406,250.00	
Approach Lighting (Phase 3)(Const PAPI and MALSF) Expense	0.00	0.00	0.00	0.00	1,500,000.00	
TOTAL FAA AIP GRANT REVENUE	857,000.00	356,083.00	675,000.00	680,161.00	2,398,513.00	
TOTAL FAA AIP GRANT EXPENSE	775,000.00	278,357.00	675,000.00	708,286.00	2,543,880.00	
NET FAA AIP GRANT MATCH REQ'D	-82,000.00	-77,726.00	0.00	28,125.00	145,367.00	

NET INCOME AFTER GRANT MATCH		288,250.00	501,884.21	248,640.00	263,262.00	33,648.00	
CCAA FUNDED CAPITAL PROJECTS							
	6410 - Bobcat w/ attachments	70,000.00	0.00	0.00	82,121.70	0.00	
	6412 - Terminal Entrance Beautification Project	0.00	0.00	120,000.00	0.00	120,000.00	
	6413 - New Taxiway Sign Panels	0.00	0.00	15,000.00	14,188.30	15,000.00	
	6414 - Terminal Building Architect Rendering and Environmental	0.00	0.00	60,000.00	40,000.00	0.00	
	6415 - Entrance Sign Upgrade	0.00	986.00	32,700.00	32,700.00	0.00	
	6416 - New Terminal Door Improvements With Access Control	0.00	0.00	7,000.00	4,953.82	0.00	
	6417 - Aggregate To Improve Safety Areas	0.00	0.00	5,000.00	5,000.00	275,000.00	
	6418 - Purchase FOD Boss	0.00	0.00	0.00	0.00	7,200.00	
TOTAL CCAA CAPITAL PROJECTS		70,000.00	986.00	239,700.00	178,963.82	417,200.00	
TOTAL NET INCOME		218,250.00	500,898.21	8,940.00	84,298.18	-383,552.00	



March 15, 2022

FlyCarsonCity.com

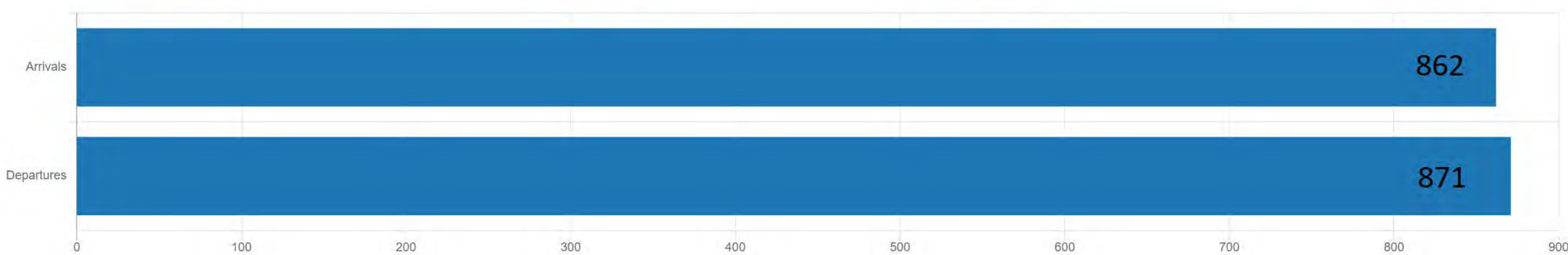
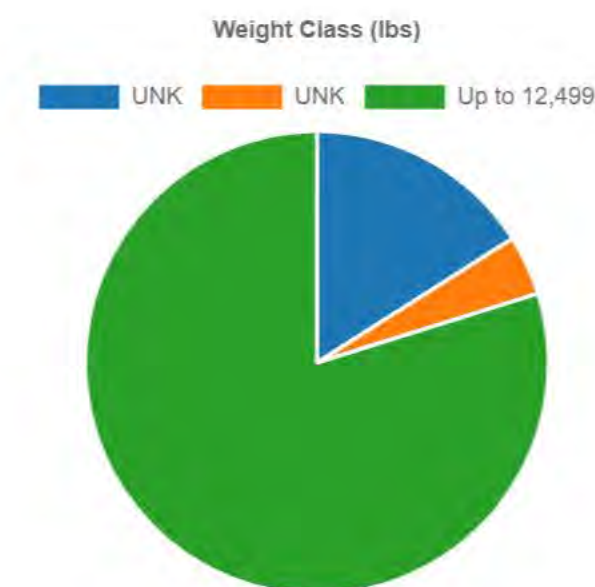
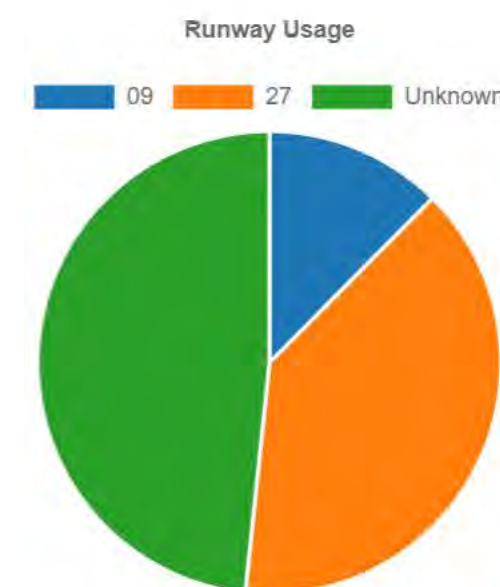
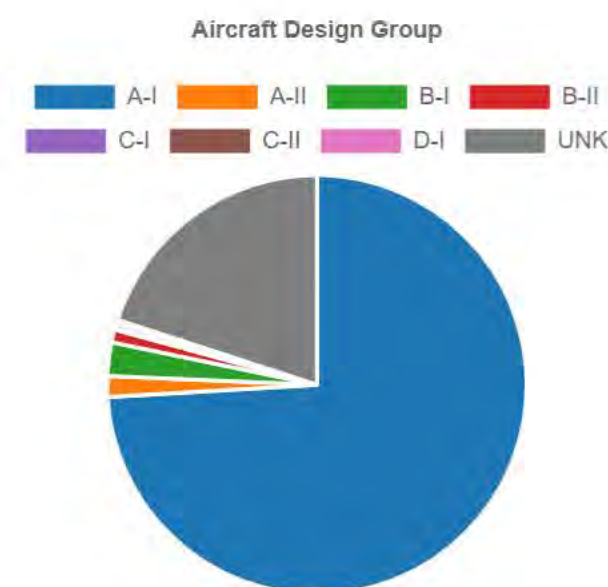
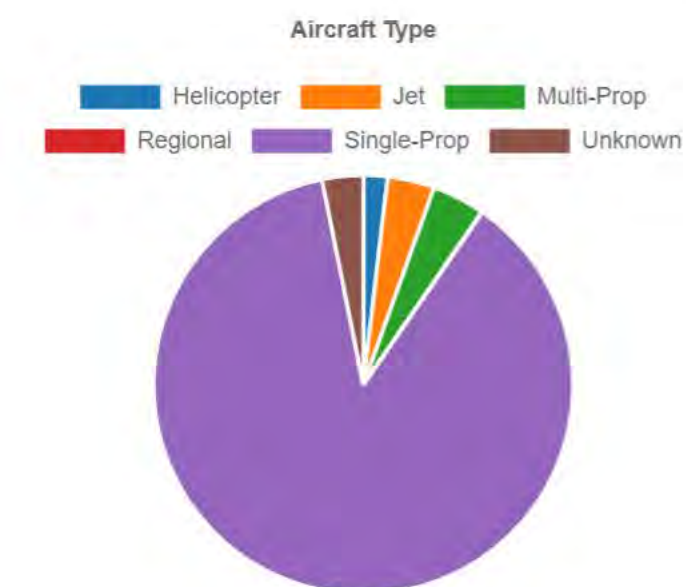
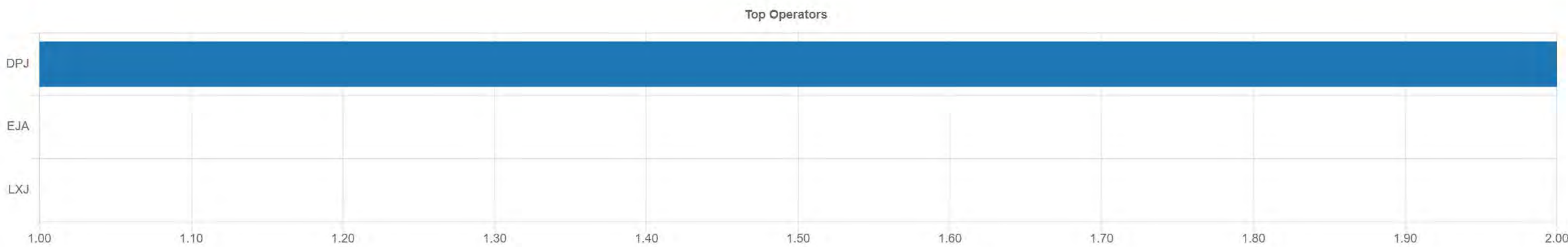
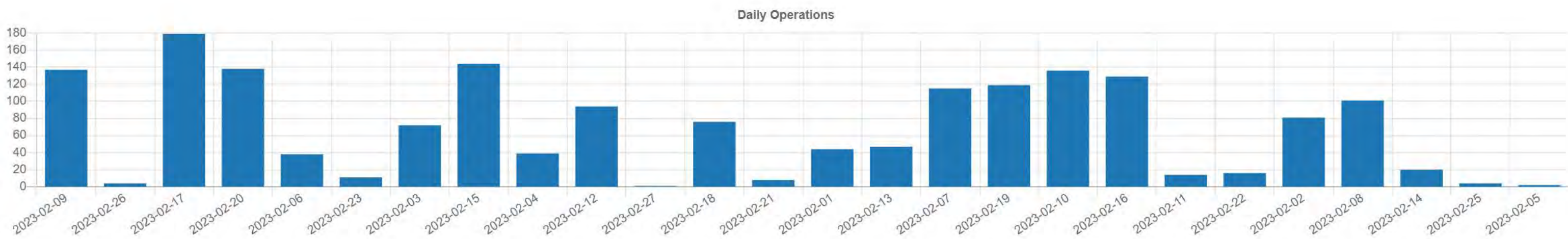
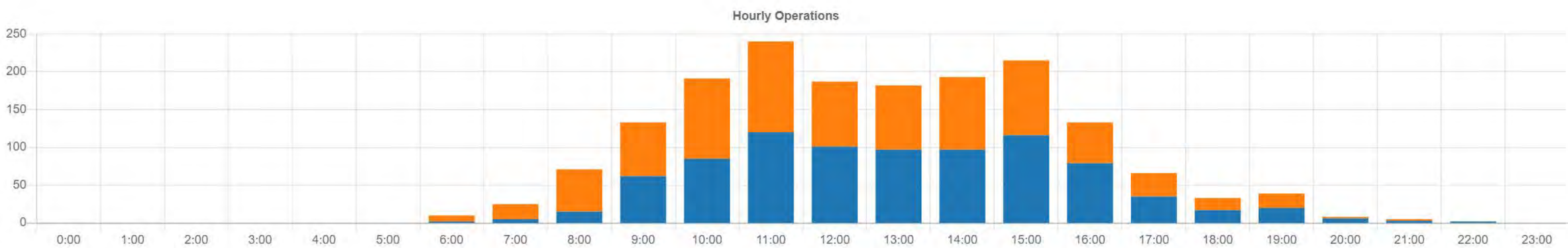
Carson City Airport Manager's Report Prepared by Corey Jenkins

Fuel Flowage

	Self-Serve				Full-Service				Total Combined		
Month	100LL	Jet A	Total Gallons	FFF	100L L	Jet A	Total Gallons	FFF	Gallons	Fuel Flowage Fee	Annual % Change
January-23	3287	471	3757	\$ 187.87	1267	5486	6753	\$ 337.66	10511	\$ 525.53	-56%
February-23	5968	874	6842	\$ 342.11	1220	11479	12699	\$ 634.94	19541	\$ 977.05	-15%
March-23	0	0	0	\$ -	0	0	0	\$ -	0	\$ -	-100%
April-23	0	0	0	\$ -	0	0	0	\$ -	0	\$ -	-100%
May-23	0	0	0	\$ -	0	0	0	\$ -	0	\$ -	-100%
June-23	0	0	0	\$ -	0	0	0	\$ -	0	\$ -	-100%
July-23	0	0	0	\$ -	0	0	0	\$ -	0	\$ -	-100%
August-23	0	0	0	\$ -	0	0	0	\$ -	0	\$ -	-100%
September-23	0	0	0	\$ -	0	0	0	\$ -	0	\$ -	-100%
October-23	0	0	0	\$ -	0	0	0	\$ -	0	\$ -	-100%
November-23	0	0	0	\$ -	0	0	0	\$ -	0	\$ -	-100%
December-23	0	0	0	\$ -	0	0	0	\$ -	0	\$ -	-100%

Managers' Report

- Open House Planning Committee
 - Secured Portable Restroom
 - Flyer Completed and posted to website
 - Progress on food vendors, static displays, and youth activities
- Snow Events
 - We have had four snow events.
 - 37.5 hours of overtime.
 - \$1027.32 in fuel expenses.
 - Some wear parts required replacement on the large and small plow
- Aircraft Operations
 - The total aircraft operations for February were 1,733 according to ADS-B data.
 - Detailed charts of the operations are attached below.



Carson City Airport Authority-2

Balance Sheet Comparison

As of February 28, 2023

	TOTAL	
	AS OF FEB 28, 2023	AS OF FEB 28, 2022 (PY)
ASSETS		
Current Assets		
Bank Accounts		
1075 LGIP-Deferred	395,181.75	388,621.70
1077 LGIP- General Fund	1,226,584.85	912,499.23
3099 Gen. Fund #1162	422,162.77	283,823.57
3101 Deferred Lease #8249	0.00	0.00
3102 Gate Card #5242	0.00	0.00
3199 Petty Cash	100.00	
6.30.20 Audit Adustment	0.00	0.00
Total Bank Accounts	\$2,044,029.37	\$1,584,944.50
Accounts Receivable		
2000 Accounts Receivable - Operating	166,569.38	205,675.61
Total Accounts Receivable	\$166,569.38	\$205,675.61
Other Current Assets		
1499 Undeposited Funds	44,247.00	3,988.45
2005 Customer Advance Deposits	5,344,789.00	
2010 Due From Other Government	661,235.87	38,683.87
2010.1 Audit Adjustment to AR	-279,021.00	0.00
2011 Accrued Interest Receivable	1,090.37	142.37
2020 Grants Receivable-CY	0.00	0.00
2021 Grants Receivable AIP33	0.00	0.00
Grumman HU-16C Lien	0.00	
Total Other Current Assets	\$5,772,341.24	\$42,814.69
Total Current Assets	\$7,982,939.99	\$1,833,434.80
Fixed Assets		
2120 land	146,542.03	293,084.03
2125 Machinery & Equipment	703,678.73	1,113,170.47
2126 Fencing	911,661.46	911,661.46
2130 Vehicle	149,733.35	124,175.35
2198 Accumulated Depreciation	-357,012.36	-929,803.36
2201 Tractor	70,924.00	144,623.00
Total Fixed Assets	\$1,625,527.21	\$1,656,910.95
Other Assets		
2300 Provided for LT Obligations	139,013.33	145,253.33
2810 Pension Requirement	207,162.04	318,980.04
Total Other Assets	\$346,175.37	\$464,233.37
TOTAL ASSETS	\$9,954,642.57	\$3,954,579.12

Carson City Airport Authority-2

Balance Sheet Comparison

As of February 28, 2023

	TOTAL	
	AS OF FEB 28, 2023	AS OF FEB 28, 2022 (PY)
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
3000 Accounts Payable	26,734.60	73,298.17
Total Accounts Payable	\$26,734.60	\$73,298.17
Credit Cards		
6321 Home Depot	344.26	0.00
6326 Visa Credit Card #7203 (Formerly #5280)	0.00	1,074.10
6327 Visa CNB Corey 8721	213.65	1,777.25
6328 NSB Credit Card Rick 9053	1,088.46	
6329 NSB CC Corey 9061	935.60	
Total Credit Cards	\$2,581.97	\$2,851.35
Other Current Liabilities		
2101 Payroll Liability	-2,566.25	-1,081.33
2102 Accrued Compensated Absences	5,227.28	1,135.28
2115 Accrued Expenses	25,358.00	
3030 Audit Adj to AP	8,879.00	
3090 Pension Requirement-Liab	257,691.00	163,765.00
3110 Deferred Inflows- Leases	5,184,646.00	
3271 Current Portion of LTD	12,734.00	12,245.92
Total Other Current Liabilities	\$5,491,969.03	\$176,064.87
Total Current Liabilities	\$5,521,285.60	\$252,214.39
Long-Term Liabilities		
3085 Net Pension Liability	142,339.00	576,099.00
3100 Leases Advances	18,770.00	
3200 Mayes-Lease Transacions	175,822.83	183,950.83
3250 Gonzalez Deferred Lease	235,879.99	243,137.83
3260 Goni Deferred Lease	-9,472.98	5,491.70
6325 Tractor US Bank	-527.98	50,429.14
Total Long-Term Liabilities	\$562,810.86	\$1,059,108.50
Total Liabilities	\$6,084,096.46	\$1,311,322.89
Equity		
4200 Fund Balance	2,553,540.52	1,212,772.52
4999 Retained Earnings	808,628.14	1,272,518.20
4999.1 GWFS to Fund FS adjustments	-38,223.00	86,220.00
Net Income	546,600.45	71,745.51
Total Equity	\$3,870,546.11	\$2,643,256.23
TOTAL LIABILITIES AND EQUITY	\$9,954,642.57	\$3,954,579.12

Carson City Airport Authority-2

Budget vs. Actuals: CCAA Final Budget 22/23 - FY23 P&L

July 2022 - June 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
5010 Real/Personal Property Tax				
5010.1 Aircraft	95,425.02	165,000.00	-69,574.98	57.83 %
5010.2 Building	78,075.00	135,000.00	-56,925.00	57.83 %
Total 5010 Real/Personal Property Tax	173,500.02	300,000.00	-126,499.98	57.83 %
5050 AIRPORT LEASES				
5050H Hanger Lease	15,558.40	45,000.00	-29,441.60	34.57 %
5051 Land Leases	166,858.06	215,000.00	-48,141.94	77.61 %
5052 Tower Leases	51,750.55	67,000.00	-15,249.45	77.24 %
5053 Lease-Mayes	4,680.00	6,240.00	-1,560.00	75.00 %
Total 5050 AIRPORT LEASES	238,847.01	333,240.00	-94,392.99	71.67 %
5150 Tie Down Fees	7,425.44	9,000.00	-1,574.56	82.50 %
5151 Gate Card Fees	475.22	500.00	-24.78	95.04 %
5155 Parking Fees		750.00	-750.00	
5200 Committed-Fuel Flowage Fees	10,943.09	18,000.00	-7,056.91	60.79 %
5201 Committed-Jet Fuel Tax	734.75	4,000.00	-3,265.25	18.37 %
5250 Through the Fence Fees		7,200.00	-7,200.00	
5300 Class II FBO Fees	4,850.00	12,000.00	-7,150.00	40.42 %
5402 Open House Income		10,000.00	-10,000.00	
5404 Rock Materials Sales	71,122.70	25,000.00	46,122.70	284.49 %
5500 Interest Income	18,975.91	3,500.00	15,475.91	542.17 %
5915 Sales	1,290.00		1,290.00	
5998 Terminal Rental	400.00		400.00	
Total Income	\$528,564.14	\$723,190.00	\$ -194,625.86	73.09 %
GROSS PROFIT	\$528,564.14	\$723,190.00	\$ -194,625.86	73.09 %
Expenses				
6165 Job Supplies	129.73		129.73	
6169 Taxes & Licenses	3.00		3.00	
6300 Operating Expenses				
6000 Airport Engineering		5,000.00	-5,000.00	
6130 Dues	325.00	1,450.00	-1,125.00	22.41 %
6135 Memberships	325.00	1,000.00	-675.00	32.50 %
6136 Registration	250.00	500.00	-250.00	50.00 %
6137 Conferences		2,000.00	-2,000.00	
6170 SWAAAE BOD Travel		750.00	-750.00	
6190 Office Expen-PC Software	204.65	2,500.00	-2,295.35	8.19 %
6200 Office Expenses -PC Hardware	685.98	1,500.00	-814.02	45.73 %
6211 Meals and Entertainment	629.49	500.00	129.49	125.90 %
6218 Marketing and Website	955.00	4,000.00	-3,045.00	23.88 %
6218A Legal Notices		2,500.00	-2,500.00	
6280 Open House Expense		10,000.00	-10,000.00	

Carson City Airport Authority-2

Budget vs. Actuals: CCAA Final Budget 22/23 - FY23 P&L

July 2022 - June 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6369 Travel		500.00	-500.00	
Total 6300 Operating Expenses	3,375.12	32,200.00	-28,824.88	10.48 %
6301 Utilities				
6238 Stormwater Discharge Permit		300.00	-300.00	
6302 Phone & Internet	2,533.64	4,000.00	-1,466.36	63.34 %
6303 Electric	7,606.99	8,500.00	-893.01	89.49 %
6304 Gas	653.47	700.00	-46.53	93.35 %
6305 Water	1,292.20	2,000.00	-707.80	64.61 %
6306 Carson City Landfill	698.74	1,500.00	-801.26	46.58 %
Total 6301 Utilities	12,785.04	17,000.00	-4,214.96	75.21 %
6308 Office Expenses and Supplies	681.68	1,200.00	-518.32	56.81 %
6309 Legal	50,125.66	60,000.00	-9,874.34	83.54 %
6310 Security	2,841.80	4,000.00	-1,158.20	71.05 %
6311 CCAA printing		600.00	-600.00	
6312 Data Storage	279.40	400.00	-120.60	69.85 %
6313 Insurance	3,095.00	13,000.00	-9,905.00	23.81 %
6314 Auditing	805.00	25,000.00	-24,195.00	3.22 %
6314A Accounting/Bullis	14,519.00	15,000.00	-481.00	96.79 %
6314B Accounting/Tmcdbooks	2,685.00		2,685.00	
6315 Contract Services/Appraisals	7,715.00	5,000.00	2,715.00	154.30 %
6316 Bank Charges/Square Chgs	233.66	150.00	83.66	155.77 %
6317 Airport Equipment Maintenance	14,444.32	12,000.00	2,444.32	120.37 %
6317.5 AWOS III Service Charges	5,650.00	6,000.00	-350.00	94.17 %
6318 Facility Maintenance	5,573.71	11,000.00	-5,426.29	50.67 %
6318.5 2025 Arrowhead Dr	1,586.68		1,586.68	
Total 6318 Facility Maintenance	7,160.39	11,000.00	-3,839.61	65.09 %
6319 Airfield Maintenance	3,676.39	30,000.00	-26,323.61	12.25 %
6319.5 Gate Maintenance	22.01	500.00	-477.99	4.40 %
6350 Labor Expense				
6351 Salaries	87,738.35	139,500.00	-51,761.65	62.89 %
6351.5 Overtime Budget (Airfield)	1,275.36	6,000.00	-4,724.64	21.26 %
6352 Healthcare	23,696.96	36,000.00	-12,303.04	65.82 %
6353 PERS Retirement Contribution	17,175.86	42,000.00	-24,824.14	40.89 %
6354 Nevada Payroll	757.25	1,600.00	-842.75	47.33 %
6355 Workers Compensation	3,364.31	6,800.00	-3,435.69	49.48 %
6356 State Unemployment Contri		1,400.00	-1,400.00	
6476 Uniforms	750.51	600.00	150.51	125.09 %
Total 6350 Labor Expense	134,758.60	233,900.00	-99,141.40	57.61 %
6444 Advertising & Marketing	450.75		450.75	
Total Expenses	\$265,436.55	\$466,950.00	\$ -201,513.45	56.84 %
NET OPERATING INCOME	\$263,127.59	\$256,240.00	\$6,887.59	102.69 %

Carson City Airport Authority-2

Budget vs. Actuals: CCAA Final Budget 22/23 - FY23 P&L

July 2022 - June 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Other Income				
FAA AIP Activity Revenue				
5000 FAA Grant Revenue		1,096,625.00	-1,096,625.00	
6043 AIP #XX BIL Terminal Bldg and Extend 9/27	-8,107.50	1,828,125.00	-1,836,232.50	-0.44 %
Total FAA AIP Activity Revenue	-8,107.50	2,924,750.00	-2,932,857.50	-0.28 %
FAA AIP Grant Revenue				
6035 AIP #36 Construct SRE Building		-200,000.00	200,000.00	
6036 AIP #37 Acquire Snow Removal Equipment	0.00	-206,000.00	206,000.00	0.00 %
6037 AIP #38 Install Approach Lighting Phase I	0.00		0.00	
6040.1 AIP 41 - Relocate AWOS Revenue	295,824.00		295,824.00	
6040.2 AIP 41 - Relocate AWOS Expenses	-23,191.30		-23,191.30	
6041 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF		-450,000.00	450,000.00	
6041.1 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF Rev	276,180.47		276,180.47	
6041.2 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF Expense	-177,395.00		-177,395.00	
Total 6041 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF	98,785.47	-450,000.00	548,785.47	-21.95 %
6042 AIP #XX Approach Lighting System Phase 3 PAPI and MALSF		-300,000.00	300,000.00	
6062 AIP #33 Perimeter Fence & Rehab Runway 9-27		-450,000.00	450,000.00	
6416 New Terminal Door Improvements with Access Control	-4,953.82	-7,000.00	2,046.18	70.77 %
Construct GA Terminal Building		-	1,500,000.00	
		1,500,000.00		
Total FAA AIP Grant Revenue	366,464.35	-	3,479,464.35	-11.77 %
		3,113,000.00		
Total Other Income	\$358,356.85	\$ -	\$546,606.85	-190.36 %
		188,250.00		
Other Expenses				
6062.2 AIP #33 Perimeter Fence Design Expense	-54,850.00		-54,850.00	
CCAA Funded Capital Projects				
6410 Bobcat w/Attachments	82,121.70		82,121.70	
6412 Terminal Entrance Hardscape		32,700.00	-32,700.00	
6413 Taxiway Sign Panels	14,188.30	15,000.00	-811.70	94.59 %
6417 Aggregate To Improve Safety Areas (500 ft Test Area)	4,936.80	7,000.00	-2,063.20	70.53 %
Total CCAA Funded Capital Projects	101,246.80	54,700.00	46,546.80	185.09 %
Total Other Expenses	\$46,396.80	\$54,700.00	\$ -8,303.20	84.82 %
NET OTHER INCOME	\$311,960.05	\$ -	\$554,910.05	-128.41 %
		242,950.00		
NET INCOME	\$575,087.64	\$13,290.00	\$561,797.64	4,327.22 %

Carson City Airport Authority-2

Profit and Loss Comparison

February 2023

	TOTAL	
	FEB 2023	FEB 2022 (PY)
Income		
5010 Real/Personal Property Tax		24,860.35
5050 AIRPORT LEASES		
5050H Hanger Lease	1,184.14	4,222.90
5051 Land Leases	20,732.55	17,351.45
5052 Tower Leases	5,771.64	5,664.13
5053 Lease-Mayes	520.00	520.00
Total 5050 AIRPORT LEASES	28,208.33	27,758.48
5150 Tie Down Fees	802.64	623.15
5151 Gate Card Fees		32.74
5200 Committed-Fuel Flowage Fees		1,085.44
5201 Committed-Jet Fuel Tax	32.12	
5250 Through the Fence Fees		0.00
5300 Class II FBO Fees	-850.00	750.00
5400 Misc Income		200.00
5404 Rock Materials Sales	224.10	1,853.86
5500 Interest Income	3,666.39	113.89
Total Income	\$32,083.58	\$57,277.91
GROSS PROFIT	\$32,083.58	\$57,277.91
Expenses		
6268 Repairs & Maintenance		320.63
6300 Operating Expenses		
6135 Memberships		50.00
6136 Registration	250.00	
6137 Conferences		150.00
6190 Office Expence-PC Software		77.19
6211 Meals and Entertainment	24.90	66.56
Total 6300 Operating Expenses	274.90	343.75
6301 Utilities		191.08
6302 Phone & Internet	248.35	293.07
6303 Electric	1,193.68	933.13
6304 Gas	209.22	137.35
6305 Water		11.13
6306 Carson City Landfill	99.82	10.00
Total 6301 Utilities	1,751.07	1,575.76
6308 Office Expenses and Supplies	107.36	11.62
6309 Legal	16,482.50	16,786.50
6310 Security	327.99	24.99
6312 Data Storage	36.86	34.28
6314B Accounting/Tmcdbooks	825.00	

Carson City Airport Authority-2

Profit and Loss Comparison

February 2023

	TOTAL	
	FEB 2023	FEB 2022 (PY)
6315 Contract Services/Appraisals	720.00	2,500.00
6316 Bank Charges/Square Chgs	45.00	47.00
6317 Airport Equipment Maintenance	1,963.14	242.77
6318 Facility Maintenance	2,624.07	1,101.72
6319 Airfield Maintenance	339.49	536.77
6319.5 Gate Maintenance		0.00
6350 Labor Expense		
6351 Salaries	10,949.28	10,364.00
6351.5 Overtime Budget (Airfield)	318.84	
6352 Healthcare	2,962.12	1,122.24
6353 PERS Retirement Contribution		6,528.63
6354 Nevada Payroll	93.00	871.92
6476 Uniforms	97.15	210.32
Total 6350 Labor Expense	14,420.39	19,097.11
6444 Advertising & Marketing		1,846.00
Total Expenses	\$39,917.77	\$44,468.90
NET OPERATING INCOME	\$ -7,834.19	\$12,809.01
Other Income		
FAA AIP Grant Revenue		
6041 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF		
6041.1 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF Rev	107,060.16	
Total 6041 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF	107,060.16	
Total FAA AIP Grant Revenue	107,060.16	
Total Other Income	\$107,060.16	\$0.00
Other Expenses		
6062.2 AIP #33 Perimeter Fence Design Expense	-54,850.00	
Total Other Expenses	\$ -54,850.00	\$0.00
NET OTHER INCOME	\$161,910.16	\$0.00
NET INCOME	\$154,075.97	\$12,809.01

Carson City Airport Authority-2

Profit and Loss Comparison

July 2022 - February 2023

	TOTAL	
	JUL 2022 - FEB 2023	JUL 2021 - FEB 2022 (PY)
Income		
5010 Real/Personal Property Tax		237,566.67
5010.1 Aircraft	95,425.02	
5010.2 Building	78,075.00	
Total 5010 Real/Personal Property Tax	173,500.02	237,566.67
5050 AIRPORT LEASES		
5050H Hanger Lease	14,374.26	29,870.12
5051 Land Leases	147,309.65	128,091.23
5052 Tower Leases	45,978.91	46,963.35
5053 Lease-Mayes	4,160.00	4,160.00
Total 5050 AIRPORT LEASES	211,822.82	209,084.70
5150 Tie Down Fees	6,712.44	4,384.20
5151 Gate Card Fees	475.22	580.23
5155 Parking Fees		679.67
5200 Committed-Fuel Flowage Fees	10,943.09	8,531.94
5201 Committed-Jet Fuel Tax	734.75	2,250.74
5250 Through the Fence Fees		6,849.90
5300 Class II FBO Fees	4,100.00	6,163.30
5400 Misc Income		200.00
5404 Rock Materials Sales	71,122.70	18,379.77
5500 Interest Income	18,975.91	878.17
5915 Sales	1,290.00	
5998 Terminal Rental	400.00	
Total Income	\$500,076.95	\$495,549.29
GROSS PROFIT	\$500,076.95	\$495,549.29
Expenses		
6165 Job Supplies	129.73	57.97
6169 Taxes & Licenses	3.00	250.00
6268 Repairs & Maintenance		320.63
6300 Operating Expenses		
6000 Airport Engineering		12,096.50
6130 Dues	325.00	1,450.00
6135 Memberships	325.00	875.00
6136 Registration	250.00	
6137 Conferences		605.00
6190 Office Expen-PC Software	204.65	1,559.55
6200 Office Expenses -PC Hardware	685.98	50.00
6211 Meals and Entertainment	629.49	81.92

Carson City Airport Authority-2

Profit and Loss Comparison

July 2022 - February 2023

	TOTAL	
	JUL 2022 - FEB 2023	JUL 2021 - FEB 2022 (PY)
6218 Marketing and Website	955.00	220.00
6369 Travel		5,300.94
Total 6300 Operating Expenses	3,375.12	22,238.91
6301 Utilities		191.08
6302 Phone & Internet	2,533.64	2,476.48
6303 Electric	7,606.99	6,032.98
6304 Gas	653.47	494.74
6305 Water	1,292.20	1,523.13
6306 Carson City Landfill	698.74	60.25
Total 6301 Utilities	12,785.04	10,778.66
6308 Office Expenses and Supplies	681.68	618.28
6309 Legal	50,125.66	51,316.50
6310 Security	2,841.80	3,174.93
6312 Data Storage	279.40	263.92
6313 Insurance	3,095.00	9,353.29
6314 Auditing	805.00	24,000.00
6314A Accounting/Bullis	14,519.00	13,500.00
6314B Accounting/Tmcdbooks	2,685.00	
6315 Contract Services/Appraisals	7,715.00	5,500.00
6316 Bank Charges/Square Chgs	233.66	81.13
6317 Airport Equipment Maintenance	14,444.32	11,155.81
6317.5 AWOS III Service Charges	5,650.00	5,550.00
6318 Facility Maintenance	5,573.71	3,275.47
6318.5 2025 Arrowhead Dr	1,586.68	
Total 6318 Facility Maintenance	7,160.39	3,275.47
6319 Airfield Maintenance	3,676.39	25,767.90
6319.5 Gate Maintenance	22.01	0.00
6350 Labor Expense		
6351 Salaries	87,738.35	83,888.25
6351.5 Overtime Budget (Airfield)	1,275.36	
6352 Healthcare	23,696.96	14,925.40
6353 PERS Retirement Contribution	17,175.86	27,733.97
6354 Nevada Payroll	757.25	2,565.84
6355 Workers Compensation	3,364.31	
6356 State Unemployment Contr		49.68
6357 Federal Quarterly Tax		509.25
6358 Medicare Expense		160.08
6476 Uniforms	750.51	1,460.80
Total 6350 Labor Expense	134,758.60	131,293.27

Carson City Airport Authority-2

Profit and Loss Comparison

July 2022 - February 2023

	TOTAL	
	JUL 2022 - FEB 2023	JUL 2021 - FEB 2022 (PY)
6444 Advertising & Marketing	450.75	2,131.15
Total Expenses	\$265,436.55	\$320,627.82
NET OPERATING INCOME	\$234,640.40	\$174,921.47
Other Income		
FAA AIP Activity Revenue		
6043 AIP #XX BIL Terminal Bldg and Extend 9/27	-8,107.50	
Total FAA AIP Activity Revenue	-8,107.50	
FAA AIP Grant Revenue		
6034 AIP #36 Relocate AWOS		-5,915.29
6036 AIP #37 Acquire Snow Removal Equipment	0.00	0.00
6037 AIP #38 Install Approach Lighting Phase I	0.00	-28,830.94
6038 AIP #39 Airport Coronavirus Response Grant		23,000.00
6040.1 AIP 41 - Relocate AWOS Revenue	295,824.00	
6040.2 AIP 41 - Relocate AWOS Expenses	-23,191.30	
6041 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF		
6041.1 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF Rev	276,180.47	
6041.2 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF Expense	-177,395.00	
Total 6041 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF	98,785.47	
6062 AIP #33 Perimeter Fence & Rehab Runway 9-27		-106,700.50
6416 New Terminal Door Improvements with Access Control	-4,953.82	
Total FAA AIP Grant Revenue	366,464.35	-118,446.73
Total Other Income	\$358,356.85	\$ -118,446.73
Other Expenses		
6005 Eng- Enviromental		2,912.00
6039 AIP #40 Airport Rescue Grant		-18,724.89
6061 AIP #32 Rehab taxiways		7,181.00
6062.1 AIP #33 Perimeter Fense Design Revenue		120,979.67
6062.2 AIP #33 Perimeter Fence Design Expense	-54,850.00	-127,618.55
CCAA Funded Capital Projects		
6410 Bobcat w/Attachments	82,121.70	
6413 Taxiway Sign Panels	14,188.30	
6417 Aggregate To Improve Safety Areas (500 ft Test Area)	4,936.80	
Total CCAA Funded Capital Projects	101,246.80	
Total Other Expenses	\$46,396.80	\$ -15,270.77
NET OTHER INCOME	\$311,960.05	\$ -103,175.96
NET INCOME	\$546,600.45	\$71,745.51