

MARIPOSA COUNTY
BOARD OF SUPERVISORS

AGENDA
ACTION FORM

DATE: August 21, 1990
AGENDA ITEM NO. 10

DEPT.: COUNTY COUNSEL

BY: JEFFREY G. GREEN

PHONE: 966-3625

RECOMMENDED ACTION AND JUSTIFICATION:

The *Ad Hoc Airport Committee* recommends as follows:

1. That the Board approve the attached *Hangar Space Agreement*, a process whereby eight hangars would be built at the Mariposa/Yosemite Airport which complies with the Master Plan, and
2. The Board determine a fair and equitable arrangement to allocate the hangars as it is the understanding of the Committee that there are more people interested in building hangars than there is space available, and
3. Direct Public Works to begin the initial process relative to construction of the hangars in terms of the bidding process.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Airport Land Use Commission and the Fixed Base Operator held numerous meetings to discuss the need for additional hangar spaces at the Airport. However a specific Committee was needed to resolve the various problems involved. An Ad Hoc Airport Committee, composed of Supervisors Erickson, and Radanovich, John McCamman, Jeffrey Green, Dave Randall, Gwen Foster, and George Brannan, Fixed Base Operator at Mariposa/Yosemite Airport, was formed specifically to deal with the development of a proposal for building additional airport hangars. The Ad Hoc Airport Committee has prepared the attached proposal, approved in concept by the Airport Land Use Commission (ALUC) and the Fixed Based Operator (FBO) for construction of these additional hangar spaces, for the Board's review and hopefully its approval.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If no action is taken the situation would remain the same.

If approval is given, the process would begin to develop additional hangar space at the Airport.

COST: () Not Applicable

A. Budgeted current FY \$ _____

B. Total anticipated costs \$ _____

C. Required add'l funding \$ _____

D. Source: _____

SPECIAL INSTRUCTIONS:

List the attachments and number the pages consecutively:

Hangar Space Agreement _____

SOURCE: () 4/5ths Vote Required

A. Internal transfers \$ _____

B. Unanticipated revenues \$ _____

C. Reserve for contingency \$ _____

D. Description: _____

Balance in Reserve for Contingencies, if approved: \$ _____

CLERK'S USE ONLY:

Resolution No. 90-394

Ordinance No. _____

Vote: Ayes: 5 Noes: _____

Absent: _____ Abstained: _____

ADMINISTRATIVE OFFICER'S RECOMMENDATION:

This item on agenda as:
Recommended

mw Approved Denied
 Minute Order Attached

Not Recommended
 For Policy Determination
 Submitted with Comment
 Returned for Further Action

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

DATE: _____

Comment: _____

ATTEST: MARGIE WILLIAMS
Clerk of the Board of Supervisors
County of Mariposa, State of Calif.

By: _____
Deputy

A.O. Initials: _____

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MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: JEFF GREEN, COUNTY COUNSEL
FROM: MARGIE WILLIAMS, CLERK OF THE BOARD *mw*
SUBJECT: AIRPORT HANGAR AGREEMENTS

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA

ADOPTED THIS ORDER on August 21, 1990

ACTION AND VOTE:

Resolution Approving Hangar Space Agreement; and Direction Concerning Allocation and Construction of the Hangars (County Counsel)

BOARD ACTION: Res. 90-394 adopted - (M)Radanovich, (S)Erickson/Ayes: Unanimous. (M)Erickson, (S)Radanovich, Board directed Ad Hoc Airport Committee to work with County Counsel to utilize lottery type system to allocate hangar space, with one application per person unless there are more spaces than applications/Ayes: Unanimous.

cc: Public Works Department
Supervisor Erickson
Supervisor Radanovich
Administrative Officer
✓ File

HANGAR SPACE AGREEMENT

THIS HANGAR SPACE AGREEMENT, hereinafter referred to as "AGREEMENT", is entered into on the date last below written by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Yosemite Aviation Service, Inc., a California Corporation, the Fixed Base Operator for the County of Mariposa at the Mariposa Yosemite Airport, hereinafter referred to as "FIXED-BASE OPERATOR", and _____, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, COUNTY and FIXED-BASE OPERATOR have determined that additional covered hangars are necessary and desirable at the Mariposa Yosemite Airport, hereinafter referred to as "AIRPORT", and

WHEREAS, COUNTY and FIXED-BASE OPERATOR desire to have a portion of land at the AIRPORT improved with covered hangars, and

WHEREAS, COUNTY is, at the present time, unable to fund the construction of additional improved hangar spaces, and

WHEREAS, LESSEE desires to construct an improved hangar at the AIRPORT in exchange for a long-term Lease of the space, and

WHEREAS, COUNTY desires to improve the AIRPORT with covered hangars;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the PARTIES hereto agree as follows:

1. LESSEE shall construct, upon property designated by COUNTY located at AIRPORT, a covered hangar, hereinafter referred to as "HANGAR", to house aircraft. The site preparation, installation and construction shall all be accomplished at LESSEE'S expense and shall meet all COUNTY and State codes and shall be constructed to COUNTY'S specifications.

Upon completion of the construction of the hangar, LESSEE shall lease the ground space from COUNTY for a period of twenty (20) years. The twenty year period shall commence upon final approval of the hangar by the Mariposa County Building Department.

2. During the initial twenty year term LESSEE shall pay to FIXED-BASE OPERATOR the sum of _____ DOLLARS (\$_____), per month, as and for rental payment for the land space. The payments shall be made on the first of each calendar month during the term hereof and shall be payable in advance. During the term of this AGREEMENT, the monthly rate charged pursuant this paragraph shall be the same rate charged for unimproved tie-down space at AIRPORT. If the unimproved tie-down monthly space rental at AIRPORT shall increase during the term hereof, then in that event the rental fee hereunder shall increase in like manner.

3. Any and all improvements and/or alterations to the hangar during the term hereof shall be approved by COUNTY, in writing, prior to said alterations and/or improvements being placed on the hangar.

4. It is expressly understood by and between the PARTIES hereto that LESSEE'S hangar will be a portion of an extended hangar building to be constructed by LESSEE and seven (7) other LESSEES selected by COUNTY.

5. LESSEE shall not in any way encumber the hangar building or any improvements thereon in any manner whatsoever.

6. LESSEE shall obtain and keep in full force during the term thereof a liability insurance policy naming COUNTY as an additional insured in the minimum amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) per occurrence in the event of injury to persons or damage to property as a result of LESSEE'S use of the hangar space. Proof of insurance shall be provided COUNTY upon execution of this AGREEMENT.

7. LESSEE agrees to conform to all rules and regulations adopted by COUNTY, FIXED-BASE OPERATOR, or the Federal Aviation Administration relative to operation and control of hangar space at AIRPORT. The HANGAR shall be used solely for storage of aircraft and related uses. LESSEE shall not conduct any business out of HANGAR.

8. LESSEE shall not assign, sublet, or in any way hypothecate its interest in the hangar space herein, without the prior written approval of COUNTY, said approval shall not be unreasonably withheld.

9. Upon the expiration of the twenty year lease period as described in Paragraph 1 above, COUNTY shall have the option of the following:

a. To purchase the hangar from LESSEE at the then fair market value. The purchase price shall not exceed the actual construction cost of the HANGAR, which shall be agreed upon between COUNTY and LESSEE upon completion of the HANGAR and prior to occupancy by LESSEE, regardless of the fair-market value

at the time. Should COUNTY select this option, then in that event LESSEE shall have the option to renew this AGREEMENT for hangar space for an additional twenty years at the fair market rental of the improved hangar.

b. To have LESSEE remove the hangar at LESSEE'S sole expense. Said removal shall be accomplished within one hundred twenty (120) days from notice by COUNTY to remove. LESSEE shall continue to pay the then rental rate until the HANGAR is removed.

c. To re-Lease the hangar space at the then fair market value of the hangar space to LESSEE for an additional term to be determined at the time of Lease.

10. COUNTY shall have the right to inspect the interior of the hangar at any reasonable time upon notice and request to LESSEE.

11. Should any utilities be provided to the hangar LESSEE shall be responsible for all utilities servicing the hangar during the term hereof.

12. All Real Property taxes and/or assessments due and payable against the hangar shall be paid by LESSEE.

13. LESSEE shall keep the hangar free from any liens arising out of any work performed, materials furnished or obligations incurred by LESSEE, including but not limited to financing liens or encumbrances

14. LESSEE shall keep and maintain the hangar, including but not limited to the roof, in good condition and repair during the term hereof. LESSEE shall additionally maintain and keep the interior of the hangar in good condition and repair during the term hereof.

15. In the event of any breach of this AGREEMENT that continues for a period of thirty (30) days after written notice to LESSEE to cure said breach, then in that event COUNTY and FIXED-BASE OPERATOR shall be entitled to all legal remedies given to a landlord pursuant to the laws of the State of California.

16. LESSEE shall carry insurance for full replacement value of the hangar and in the event of damage to the hangar, LESSEE shall repair the hangar and put the hangar in the same condition to which it was in prior to the damage occurring. Repairs shall be conducted with all reasonable dispatch and this AGREEMENT shall not be otherwise affected except that at the time of making such repairs the rental reserve herein shall be rebated in proportion to the loss of occupancy by LESSEE.

17. All NOTICES to be given hereunder shall be made by sending the same by registered mail, postage prepaid, addressed as follows:

COUNTY:
Mariposa County Administrative Officer
P. O. Box 784
Mariposa, CA 95338

FIXED-BASE OPERATOR:
Mr. George Brannan
Mariposa/Yosemite Airport
4885 E. Shields, #201
Fresno, CA 93726

LESSEE:

18. This AGREEMENT shall be valid and binding upon the PARTIES hereto if executed by the PARTIES in counterparts.

19. This AGREEMENT shall be interpreted pursuant to the laws of the State of California.

LESSEE:

Signature

Date: _____

FIXED-BASE OPERATOR:

Signature

Date: _____

Title

COUNTY:

ARTHUR G. BAGGETT, JR.
Chairman, Board of Supervisors

Date: _____

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

MARGIE WILLIAMS
Clerk of the Board

JEFFREY G. GREEN
County Counsel