

DEPARTMENT OF TRANSPORTATION

DIVISION OF AERONAUTICS
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*Making Conservation
a California Way of Life.*

December 22, 2021

Mr. Kevin Edwards
Nevada County Airport
950 Maidu Avenue
Nevada City, CA 95959

Dear Mr. Edwards:

Enclosed is the California Airport Loan Agreement, Nev-3-22-L-7, for \$231,000 to purchase a new 3,000-gallon jet refueling truck.

Please have the Loan Agreement signed by the authorized personnel and return via email to Shannon Montano at shannon.montano@dot.ca.gov.

Upon receipt of the signed agreement, the Division of Aeronautics will complete the necessary processing of the loan. A fully executed copy of the Loan Agreement will then be returned to you via email.

If you have any questions or if we may be of further service, please contact Shannon Montano.

Sincerely,

Parvin Bijani

Parvin Bijani, Office Chief
Division of Aeronautics
Office of Technical Services and Programs

Enclosures

CALIFORNIA AIRPORT LOAN AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO THIS DATE BY AND BETWEEN THE STATE OF CALIFORNIA, Department of Transportation, hereinafter referred to as "STATE," AND THE COUNTY OF NEVADA, a political subdivision of the State of California, hereinafter referred to as "PUBLIC ENTITY."

WHEREAS, the Legislature has provided that the **STATE** may render assistance to a political subdivision or political subdivisions jointly in the form of loans for the purpose of planning, acquisition, construction, improvement, maintenance, or operation of an airport owned or controlled, or to be owned or controlled by the political subdivision or subdivisions; and

WHEREAS, STATE has provided, through regulations, loan assistance to eligible political subdivisions which have met certain conditions of eligibility; and

WHEREAS, this project meets all criteria for an eligible project as set forth in Public Utilities Code, Section 21602, and Title 21, Division 2.5, Chapter 5, of the California Code of Regulations, California Airport Loan Program Regulations, Sections 4071 and 4072;

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, **STATE** and **PUBLIC ENTITY** agree as follows:

1. The provisions of Title 21, Division 2.5, Chapter 5, of the California Code of Regulations, California Airport Loan Program Regulations, are hereby incorporated in and made a part of this agreement.
2. **STATE** will lend **PUBLIC ENTITY** the sum of \$231,000 for the purchase of a new 3,000-gallon jet refueling truck for the Nevada County airport hereinafter referred to as the "**PROJECT.**" The loan will extend for a period of 17 years at an annual interest rate of 1.545739 percent.
3. All money disbursed to **PUBLIC ENTITY** under this agreement, and all interest earned on such money shall be used solely for the payment of costs necessarily incurred by **PUBLIC ENTITY** for the completion of the **PROJECT** and repayment of **STATE's** loan.
4. **PUBLIC ENTITY** shall deposit all loan funds received from **STATE** and income received from the **PROJECT** in a separate account within the airport's special aviation fund as required by Section 4073, Title 21 of the California Code of Regulations. **PUBLIC ENTITY** agrees to hold the funds in the separate account in trust for the purpose of receiving revenue which would be held in trust, in an amount equal to one year's repaying of the loan.
5. **PUBLIC ENTITY** shall repay the principal amount in successive annual payments in accordance with Exhibit A plus accrued interest. The annual payments become due one year from the date the warrant is issued to **PUBLIC ENTITY** and each year thereafter. Interest will be computed on a daily basis.
6. Upon completion of the **PROJECT**, a "Statement" will be filed with **STATE** itemizing all costs incurred by **PUBLIC ENTITY** for **PROJECT.**
7. **PUBLIC ENTITY** agrees that all money received from **STATE** for **PROJECT** in excess of actual cost of project shall be returned to **STATE** to be applied to the loan principal to accelerate the repayment of the loan.

8. If **PUBLIC ENTITY** fails to comply with or perform any term or condition in this agreement, and failed to get prior written consent from the **STATE** that the **PUBLIC ENTITY** need not comply with or perform the stated term or condition in the subject agreement; or fails to pay the annual loan payment on or before the due date, and no later than seven (7) days from the due date, **STATE** may take one or more of the following actions:

- Declare the entire outstanding principal amount of the loan and all accrued interest thereon immediately due and payable.
- Notify **PUBLIC ENTITY** that they may be ineligible for future financing under this program.

If **STATE** is compelled to take any of the above actions, **PUBLIC ENTITY** agrees to pay **STATE** all reasonable costs incurred in collection of amounts due under this agreement, whether or not a legal action has been filed.

9. **PUBLIC ENTITY** may make additional payments of any or all of the principal amount of the loan at any time with the accrued interest without penalty. However, prepayments shall not relieve **PUBLIC ENTITY** of its obligation to make the annual payments in accordance with Exhibit A and accrued interest on the loan anniversary date until the loan is repaid in full.
10. Payments shall be made payable to the order of the Division of Aeronautics and sent to the Department of Transportation, Division of Accounting —Cashiering Unit, MS# 58, P. O. Box 168019, Sacramento, California 95816-8019.
11. **PUBLIC ENTITY** agrees to complete the transaction of the **PROJECT** not later than **December 22, 2022**. This date may be extended by the written approval of **STATE**.
12. **PUBLIC ENTITY** agrees to complete the **PROJECT** in accordance with the plans and specifications or with any revisions to such plans which have been reviewed and accepted by **STATE**.
13. **STATE** shall have the right to inspect the **PROJECT** at any time during the life of this agreement.
14. **PUBLIC ENTITY** agrees not to relocate, sell, transfer, exchange, mortgage, hypothecate, or encumber in any way whatsoever all or any portion of the **PROJECT** or any real or other property necessarily connected or used in conjunction therewith without prior permission of **STATE**.
15. **PUBLIC ENTITY** agrees that all books, records, and accounts relating to this agreement shall be available for examination by **STATE** and shall be retained for at least three (3) years after retirement of the loan.
16. Neither **STATE** nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by **PUBLIC ENTITY** under or in connection with any work, authority, or jurisdiction delegated to **STATE** under this agreement. Pursuant to Government Code, Section 895.4, **PUBLIC ENTITY** shall indemnify, hold harmless, and defend **STATE**, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the construction, operation, or maintenance of the **PROJECT**.
17. This agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.
18. **PUBLIC ENTITY** shall execute this agreement before **June 22, 2021**, or this agreement shall be deemed null and void.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed by their respective officers, duly authorized, the provisions of which agreement are effective as of the day, month, and year hereinabove written.

PUBLIC ENTITY'S ACCEPTANCE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
Division of Aeronautics

County of Nevada
Public Entity

By _____
Authorized Signature

Title _____

PHILLIP MILLER, Acting Chief
Division of Aeronautics

Date _____

Date _____

<p>Amount Encumbered: \$231,000 Nevada County Airport</p> <p>PUC Code Section: 21602 Chapter 901; Statutes of 1986 Local Airport Loans</p> <p>I hereby certify that funds are available for the period and purpose of the expenditure stated above.</p> <p>_____ Aviation Funding Specialist Department of Transportation</p> <p>_____ Date</p>	
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**Department of Transportation (Caltrans)
Division of Aeronautics
Airport Loan Program
Exhibit A - Loan Payments Information**

Airport: Nevada County

Date of Worksheet: **12/22/21**

Loan # **Nev-3-22-L-7**

Cost of project **\$231,000**
Local Contribution

Hangars	Total Loan Amount	\$	231,000
Monthly Rent - Initial	Interest Rate		1.545739%
Annual Rent Increase	Years of Loan		17
Monthly Rent, 17th Yr			

Year	Annual Payment to Caltrans ¹			Annual Income	Accumulated Profit/(Loss)	
	Principal	Interest	Total		Annual	Total
0						
1	\$11,985	\$3,571	\$15,556	\$24,000	\$8,444	\$8,444
2	\$12,170	\$3,385	\$15,556	\$24,000	\$8,444	\$16,888
3	\$12,359	\$3,197	\$15,556	\$24,000	\$8,444	\$25,333
4	\$12,550	\$3,006	\$15,556	\$24,000	\$8,444	\$33,777
5	\$12,744	\$2,812	\$15,556	\$24,000	\$8,444	\$42,221
6	\$12,941	\$2,615	\$15,556	\$24,000	\$8,444	\$50,665
7	\$13,141	\$2,415	\$15,556	\$24,000	\$8,444	\$59,109
8	\$13,344	\$2,212	\$15,556	\$24,000	\$8,444	\$67,553
9	\$13,550	\$2,006	\$15,556	\$24,000	\$8,444	\$75,998
10	\$13,759	\$1,796	\$15,556	\$24,000	\$8,444	\$84,442
11	\$13,972	\$1,584	\$15,556	\$24,000	\$8,444	\$92,886
12	\$14,188	\$1,368	\$15,556	\$24,000	\$8,444	\$101,330
13	\$14,407	\$1,148	\$15,556	\$24,000	\$8,444	\$109,774
14	\$14,630	\$926	\$15,556	\$24,000	\$8,444	\$118,219
15	\$14,856	\$700	\$15,556	\$24,000	\$8,444	\$126,663
16	\$15,086	\$470	\$15,556	\$24,000	\$8,444	\$135,107
17	\$15,319	\$237	\$15,556	\$24,000	\$8,444	\$143,551
Total	\$231,000	\$33,449	\$264,449	\$408,000	\$143,551	

¹Annual Payment to Caltrans is a rounded estimate prepared by the Division of Aeronautics for planning and approval purposes. Final calculations will be determined by Caltrans' Division of Accounting upon issuance of loan warrant.

Nevada County Loan Nev-3-22-L-7 for Execution

Final Audit Report

2021-12-23

Created:	2021-12-22
By:	Shannon Montano (s135178@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAkqVw2M8afd7nh9Hbqb2dzZcbhwpX1cy8

"Nevada County Loan Nev-3-22-L-7 for Execution" History

-  Document created by Shannon Montano (s135178@dot.ca.gov)
2021-12-22 - 11:56:17 PM GMT
-  Document emailed to Parvin Bijani (s131570@dot.ca.gov) for signature
2021-12-22 - 11:56:40 PM GMT
-  Email viewed by Parvin Bijani (s131570@dot.ca.gov)
2021-12-23 - 0:02:21 AM GMT
-  Document e-signed by Parvin Bijani (s131570@dot.ca.gov)
Signature Date: 2021-12-23 - 0:03:49 AM GMT - Time Source: server
-  Agreement completed.
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