



RESOLUTION No. 21-172

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A SPACE PERMIT OF FOUR (4) TIE-DOWNS FOR USE BY ALPINE AVIATION INC. IN THE AMOUNT OF \$150 PER MONTH AND AUTHORIZING THE AIRPORT MANAGER TO EXECUTE THE PERMIT (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, Section 25536 of the California Government Code permits the Board of Supervisors by 4/5 majority vote to enter into negotiated permits for airport concessions; and

WHEREAS, the Board of Supervisors Resolution 19-242 approved the airport fee schedule; and

WHEREAS, the tie-downs on ramp 5 are not generally desired by the public; and

WHEREAS, both fixed based operators at times use these spots as additional aircraft storage while awaiting maintenance and Alpine Aviation Inc. negotiated with the County to utilize four of the tie-down spaces on ramp 5.

NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors approves the Space Permit between Alpine Aviation, Inc. and County of Nevada for Four (4) Tie-downs on a month to month basis in the amount of \$150 per month and authorizes the Airport Manager to execute the permit on behalf the County of Nevada.

Revenue received to be deposited into fund 4116910042741000/430200.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 25th day of May, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

**PERMIT FOR A TIE DOWN SPACE FOR AIRCRAFT
AT THE NEVADA COUNTY AIRPORT**

DATE OF ISSUANCE: _____

PERMITTEE: _____ SPACE NO: _____

ADDRESS: _____

PHONE NO: (H) _____ (BUS) _____

E-MAIL: _____

MAKE & MODEL OF AIRCRAFT: _____

AIRCRAFT REGISTRATION NO: _____

INITIAL MONTHLY FEE: _____

The County of Nevada, hereinafter referred to as "County", hereby grants consent to the Permittee to use the above Space as a tie down space for parking, storage and protection of an aircraft owned or leased by the Permittee. The right granted by the County's consent is in the nature of a revocable license to real property.

Permittee hereby agrees to the following terms and conditions:

1. Scope of Permission. The Space is for the tie down of the Permittee's designated aircraft and no other use whatsoever.

In the event that the Permittee wishes to use the Space to park an aircraft different from that specified above, the Permittee shall advise the County in writing of the substitution.

The Permittee shall use the Space in a manner that does not interfere with the movement of other aircraft, nor endanger other aircraft, on the tie-down apron or other airport areas.

The Permittee authorizes the County to relocate the aircraft, or agrees to relocate the aircraft upon the County's request, whenever deemed necessary by the County for the protection of aircraft, persons or property, or to prevent interruption of Airport operations due to emergency conditions. Such relocation shall be at the Permittee's sole expense.

The Permit may not be transferred or assigned to any other person without the approval of the Airport Manager upon written application at least 30 days in advance, which approval shall not be unreasonably withheld.

2. Term, Relinquishment, and Revocation. The term of this Permit is month to month and shall commence on the day, month and year shown as the date of issuance above. In the event Permittee desires to relinquish the Permit, the Permittee shall provide the County at least 30 days advance written notice, or otherwise fees will continue to be charged until timely notice is received.

The County may revoke this Permit in its sole discretion after a 90 day written notice of revocation is mailed or personally delivered to the Permittee. The County will not arbitrarily revoke the Permit. Reasonable requirements for revocation include, but are not limited to, a change in the airport layout plan. For revocation of the Permit based on "good cause" (safety violation, nonpayment of fee, or other breach of Permit terms and conditions), a 30 day written notice of revocation for good cause will be issued.

A Permittee may request in writing to have a revocation reviewed in a hearing before the Airport Commission, and subsequently before the Board of Supervisors. In the event that the revocation is upheld, the Permittee shall have 30 days from the final hearing date to vacate the Space. Except upon revocation for good cause, the County shall make a reasonable effort to provide (but will not guarantee) an equivalent Space at a different location at the airport.

3. Restoration of Space. Upon relinquishment or revocation of this Permit, the Permittee will remove the aircraft and any incidental property and restore the Space to the same condition as it was in when Permittee took possession, excepting normal wear and tear. If Permittee fails to restore the Space, the County shall be authorized, in addition to any other legal remedies, to remove the aircraft and any other property and to restore the Space to its former condition. Reasonable costs of removal, storage, sale, clean up, and restoration shall be assessed to Permittee.

4. Fee. The fee for this Permit shall be the amount set from time to time by Board of Supervisors' resolution. All fees shall be due on the first day of each month and will be delinquent if not paid by the 15th day of each month. A delinquent charge of 10% of the monthly fee, or a minimum fee of \$25.00, shall be assessed after the 10th of the month and for each month thereafter that the rent remains unpaid. In addition to its statutory right to terminate this permit for non-payment of the monthly Permit fee, the County has the further right to lien and sell the aircraft, pursuant to California Code of Civil Procedure Section 1208.61, et seq. for unpaid fees and any storage charges.

5. Taxes. Permittee's use of the Space may create a possessory interest in public property subject to property taxation, and Permittee is solely responsible for timely payment of any such possessory interest property tax [Reference: Cal. Revenue and Taxation Code Section 107.6].

6. Insurance. Permittee agrees to maintain in effect during the entire term of this permit a policy of broad form comprehensive general liability insurance with combined single limits of not less than \$1,000,000, including aircraft, to cover bodily injury and property damage. Said policy shall be provided by a company authorized to conduct insurance business in the State of California and shall name the County as an additional insured. Insurance afforded by the additional insured endorsement shall apply as primary

insurance, and other insurance maintained by the County of Nevada, its officers, agents and/or employees, shall be excess only and not contributing with insurance provided under this agreement. An original certificate of insurance with endorsements evidencing the coverage required hereunder shall be provided to the County prior to using this Permit.

Insurance Company Ratings. At all times, Lessee shall keep and maintain in full force and effect, throughout the Term of this permit, policies of insurance required by this Lease, which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+, or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6,7,8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager.

7. Indemnification and Hold Harmless. Permittee hereby releases and discharges County from all claims and demands by Permittee for loss or damage to Permittee's property from activities under this Permit, and agrees to indemnify County against, and hold County harmless from, all costs and expenses which may result directly or indirectly from the activities under this Permit, including damage or loss by snow removal operations, fire, theft, storm, wind or other acts of God, except as to those losses or damages which result from the sole negligence of the County, its employees, agents or representatives.

8. Compliance with All Laws. Permittee shall obey all rules, regulations, laws, ordinances and directives of any entity having legal jurisdiction over the Airport and its use, as may from time to time be established, including but not limited to County ordinance, specifically including Chapter IV, Article 12 of the Nevada County General Code, F.A.A. regulations and State law.

9. Correction of Violations. Notices of Violation will be issued for violations that are considered to be health and/or safety concerns and which need immediate correction. Permittee agrees to make any and all corrections of violations required by the Airport Manager or fire inspectors within 10 days after issuance of a Notice of Violation, unless a time extension is granted. Failure to make timely corrections will justify Permit revocation for good cause.

EXECUTION

COUNTY OF NEVADA

PERMITTEE

By: Kevin Edwards

By:

Date: _____

Date: _____