# RESOLUTION No. 21-496

#### OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE NEVADA COUNTY AIRPORT MANAGER TO SUBMIT AN APPLICATION FOR A CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) LOAN IN THE AMOUNT OF \$227,000 FOR THE CAPITAL ASSET PURCHASE OF A NEW JET FUEL REFUELING TRUCK FROM SKYMARK REFUELERS, AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO ACCEPT AND EXECUTE THE CALTRANS LOAN AGREEMENT, AND APPROVING THE CAPITAL ASSET PURCHASE (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the Nevada County Airport is the sole supplier of all aviation fuel sold at the Airport and currently utilizes two Jet refueling trucks and the newest is 22 years old; and

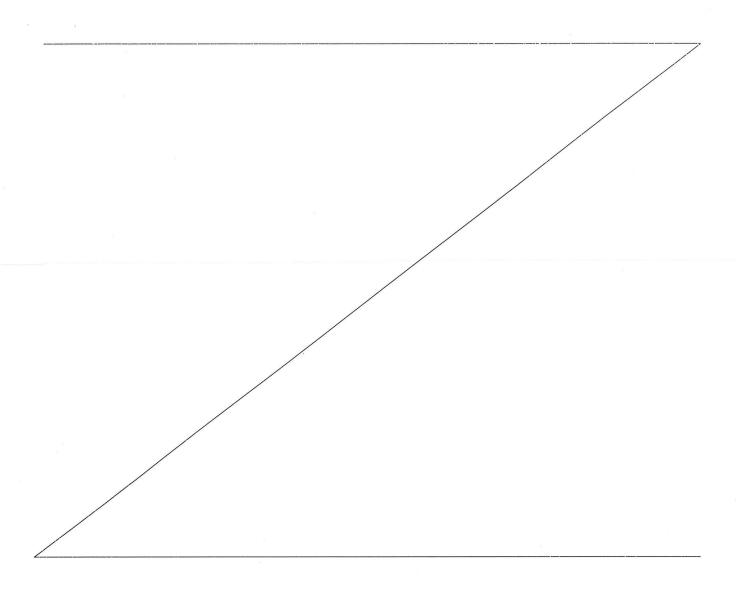
WHEREAS, the Caltrans loan is the best option for the Airport Fund when compared to other financing sources; and

WHEREAS, the Caltrans loan will be for a period of 17 years with payments due annually with no prepayment penalties for early payoff. The interest rate will be locked in at the time the loan agreement is executed.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Nevada, State of California, hereby:

- 1. Authorizes the Nevada County Airport Manager to submit a Caltrans loan application in the amount of \$227,000 for the capital asset purchase of a Jet refueling truck from Skymark Refuelers.
- 2. Certifies the Nevada County Airport's ability to repay the state loan for the refueling truck.
- 3. Finds that it is in the best interest of the County of Nevada to proceed with this loan application.
- 4. Authorizes the Chair of the Board of Supervisors to accept and execute the Caltrans loan agreement in the amount of \$227,000 per the agreed to terms of annual payments for a period of 17 years with no prepayment penalties for early payoff with a fixed interest rate locked on the date of loan execution.
- 5. Approves the capital asset purchase of a new Jet Refueling Truck.
- 6. Directs the Auditor-Controller to deposit the loan proceeds in: 4116-91004-274-1000/470200

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Nevada does hereby authorize the Chair of the Board to sign any documents required to accept the loan funds on behalf of the Nevada County Airport.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 16th day of November, 2021, by the following vote of said Board:

Ayes:

Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan

K. Hoek and Hardy Bullock.

Noes:

Absent:

None.

None.

Abstain:

None.

ATTEST:

JULIE PATTERSON HUNTER Clerk of the Board of Supervisors

11/16/2021 cc:

Dan Miller, Chair

3/21/2022 cc:

Airport\* AC\*(release)

#### STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

#### **REVENUE GENERATING LOAN - APPLICATION**

DOA-0020 (REV 12/2018)

PLEASE PRINT OR TYPE AND O	COMPLETE ALL APPLICABLE ITE	MS			
	INFORMATION	ALCOHOL:	MATERIAL PROPERTY.		
JBLIC ENTITY COUNTY					
Nevada County	Nevada	Nevada			
AIRPORT NAME	PERMIT NUMBER	PERMIT NUMBER			
Nevada County Airport	NEV-003	NEV-003			
CONTACT NAME	TITLE	TITLE			
Kevin Edwards	Airport Manager				
BUSINESS ADDRESS	EMAIL	**************************************	BUSINESS PHONE		
950 Maidu Ave. Nevada City, CA 95959	kevin.edwards@co.	nevada.ca.us	(530) 273-3374		
PROJECT	INFORMATION	STORES !	in Sand Patrick		
PROJECT DESCRIPTION	1 ' 20 114 1	TOTAL COS	ST \$ 227,000		
Purchase a new 3000 gallon jet refueling truck from Skymark Refuele providing a reliable asset for CALFIRE and US Forest Service during		STATE LOA	N \$ 227,000		
before taxes is \$209,350.		OTHER (Ide	ntify) \$		
REQUIRED SUPPO	ORTING DOCUMENTS				
<ol> <li>Copy of Notice of Exemption or provide the Categorical E. (CEQA Guidelines Sections 15300-15333).</li> <li>Copy of Notice of Determination or provide the following in</li> </ol>			_*		
Environmental Impact Report (Title/Date)		NISA (SCH) #	ог		
Negative Declaration (Title/Date)	State Clearingho				
<ul> <li>National Environmental Policy Act (NEPA) document (NEPA documents-Environmental Impact Statement of</li> </ul>	(Title/Date)				
• 11 x 17-inch Drawing or Airport Layout Plan showing project locati	•				
<ul> <li>Completed CAAP Certification (Form DOA-0007), if not submitted</li> </ul>					
<ul> <li>Project Feasibility: (1) engineering; (2) economic (complete page 2</li> </ul>	2 of this form "Checklist for Economic	ic Feasibility"; (3	s) financial.		
AUTHO	PRIZATION	10, 10			
AUTHORIZED OFFICIAL'S SIGNATURE		DATE	12021		
PRINT NAME	TITLE				
Kevin Edwards	Airport Manager				
BUSINESS ADDRESS	BUSINESS PHONE	EMAIL			
950 Maidu Ave. Nevada City, CA 95959	(530) 273-3374	kevin.edward	ds@co.nevada.ca.us		

#### SEND COMPLETED FORM AND ALL REQUIRED DOCUMENTS TO:

California Department of Transportation Division of Aeronautics - MS #40 P.O. Box 942874 Sacramento, CA 94274-0001

#### STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

#### **REVENUE GENERATING LOAN - APPLICATION**

DOA-0020 (REV 12/2018)

PLEASE F	PRINT OR TYPE AND CO	OMPLETE ALL APPLICA	ABLE ITEMS
		ONOMIC FEASIBILITY nerating Loans	
PUBLIC ENTITY AIRPORT NAME			
Nevada County Nevada County Airport			
	HANGA	R LOAN	
TYPE OF HANGAR (T-hangar, corporate, etc.		NUMBER REQUESTE	D
Please co	mplete the following info	mation about your exist	ing facilities:
EXISTING HANGARS	RENTAL RATE(S)		BASED AIRCRAFT
IS THERE A WAITING LIST FOR HANGARS?	YES NO		
NUMBER ON WAITLIST		WAITLIST DEPOSIT A	MOUNT \$
Proposed Monthly Rental Rate, per Hangar			\$
Proposed Future Increases in Rental Rate (i.e.	, 3% per year)		
	Estimate	ed Costs	
Hangar Construction			\$
Site Prep			\$
Other Construction/Preparation Costs			\$
		Total Cost	\$
		GENERATING LOAN	
PROJECT DESCRIPTION (For fueling facilities Purchase a new 3000 gallon jet refueling truck and US Forest Service during fire season. The	from Skymark Refuelers	s replacing a 30 year old	I truck providing a reliable asset for CALFIRE
ESTIMATED COST OF PROJECT			\$ 227,000
PROJECTED FUTURE INCREASES IN MONT (or, differential income if this project affects an existing fueling facility)		e project replaces an	\$ 2,000
Check here if additional sheets are attached	l.		

The Department may request more information if necessary to evaluate the project's economic feasibility.



Friday, October 08, 2021

Mr. Kevin Edwards Nevada County Aiprort 503-802-3188

#### New SkyMark 'Standard' 3000 Gallon Jet Refueler + List of Available Options

Summary Quote (Below):

**Unit Price:** + Standard Features Included: Unit Includes:

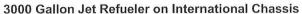
New SkyMark 'Standard Model' 3000 Gallon Jet Refueler All Standard Features Referenced in Section #2 Attached

+ List of Available Options:

ADD:

Customer to Select Options (Select Yes or No) See Section #3 Attached







3000 Gallon Jet Refueler on Ford F-750 Chassis

Item	General Description		Qty.	Unit Price
	Standard Model:	SkyMark 3000 Gallon Jet Refueler, #3K-300-J-MRSC-IN-P.		
	Standard Chassis:			
	(*) Optional Diesel Engine:	Optional diesel engine is available See Section #3		
	Standard Tank:	3000 gallons, polished aluminum (natural finish), DOT-406.		
	Standard Flow System:	300 GPM flow system w/ Gorman-Rupp centrifugal pump.		
	Standard Configuration	Includes (1) underwing hose reel w/ 2" by 50' aviation hose.		
		Includes (1) overwing hose reel w/ 1 1/4" by 50' aviation hose.		
	(*) Optional Dual Overwing:	Optional dual overwing fueling is available See Section #3		
	Standard Filtration System:	Includes latest edition filter/separator system		
	Customer Selected Options:	Customer to select (see options list attached)  See Section #3		
1	Sub Total / Unit Price:	SkyMark 'Standard' 3000 Gallon Jet Refueler	1	\$ 186,900
OPTIO	ONS: Customer	to Select Options / (Select YES or NO) See Section #3		\$ 25,450
DISCO	OUNT <u>DEDUCT</u> :	Special Discount GSA		\$ (3,000)
TOTA	L UNIT PRIC	CE: 3000 Gallon Jet Refueler + ADD Selected Options red		\$ 209,350



Section	n #2: <u>Standard Features Included</u> : New SkyMark Jet Refuelers Include the Following Standa	rd Feature	es .
Item	General Description	Unit Price	Feature
A	Highest Quality Aluminum Tanks: SkyMark's aluminum refueler tanks, the best in the industry, include:	Included	Standard
	• 5-Year tank warranty / DOT-406, single compartment, fully baffled.		Equip.
	• Sill-mount design with heavy duty outriggers, and mounted on engineered composite sill boards.		
	• Highly polished aluminum, overturn protection, non-slip walkway, 20" manholes w/ self-closing cover.		
	• Rear mounted aluminum ladder with OSHA approved grab handles at top.		G. 1 1
В	Fully Rated 300 GPM Pumping System: Our fully rated pumping systems include the following:	Included	Standard
	<ul> <li>Isolated bottom load valve with 2.5" bayonet adaptor, jet level sensor / high level shutoff, w/ pre-check.</li> <li>Optional Scully secondary overfill system (if required).</li> </ul>		Equip.
	• Fully rated, aluminum, 300 GPM, 3" Gorman-Rupp centrifugal pump.		
	• Aluminum piping, flanged and Victaulic joints, rated at 150 psi, fully pressure tested.		
	• Fully rated 300 GPM filter, meets current EI regulations (new filters installed at time of shipment).		
	• Pressure control system with venturi, hose end control valve (48psi), in-line primary deadman/control valve (40		
	psi).		
1	• One (1) TCS or L.C. aviation grade aluminum flow meter w/ aluminum internals, rated to 300 GPM.		
	• Underwing Fueling: One (1) Hannay electric rewind underwing hose reel with aluminum internals, shutoff valve,		
	2" x 50' aviation grade fueling hose (with Certificate), Carter underwing nozzle w/ HECV.		
	• Overwing Fueling: (1) or (2) Hannay electric rewind overwing hose reel(s) with aluminum internals, shutoff		
	valve, 1 1/4" x 50' aviation grade fueling hose (with Certificate), overwing OPW 295 SAJ nozzle.		
	Optional Dual Overwing Fueling Available: See option for dual overwing fueling, See Section #3 Attached		
С	Simplified, High Visibility, Easy to Operate, Controls: Refuelers include a simplified control system:	Included	Standard
	• All functions easily identified on a 'flip down', fully accessible, operating / gauge panel.		Equip.
	<ul> <li>Automatically engages pump when deadman is squeezed (underwing) or when overwing nozzle is removed.</li> </ul>		
	<ul> <li>Automatically defeats high throttle setting when overwing nozzle is removed (during overwing fueling).</li> </ul>		
	<ul> <li>Automatically activates vents &amp; offloading valves when nozzles are removed.</li> </ul>		
	Automatically detects product re-circulation (allowing recirculation while product tank is fully loaded).		
D	Enhanced, Automotive Grade, PLC: Refuelers include a robust programmable logic controller (PLC) to manage	Included	Standard
	all systems, specifically designed for mobile application, with an easy-to-read diagnostic panel.		Equip.
E	Modular Design and Construction: Refuelers include fully modular cabinetry and brackets, bolt-together design,	Included	Standard
	serviceable & replaceable in the field, powder-coat painted for maximum weather protection.		Equip.
F	Fully Accessible, 'Flip-Down' Operating Panel: Refuelers include a "flip-down" operator's control panel	Included	Standard
	allowing unencumbered access to gauges & switches. Includes a 4" nozzle pressure gauge w/ test port.		Equip.
G	SAE Grade Automotive Wiring Harness: Refuelers include fuel-oil resistant, nylon braid wrapped SAE	Included	Standard
	automotive grade wire harnesses with Deutsch plug-n-play connectors (for reduced maintenance).		Equip.
Н	Product Re-circulation Connection: Refuelers include an isolated re-circulation connection for maintenance and	Included	Standard
	inspections (system is capable of recirculating fuel while product tank is full).	Included	Equip. Standard
I	Master Battery Shutoff Switch: Refuelers include a Master battery shutoff switch.	1псишеи	Stanaara Equip.
J		Included	Standard
"	Engine Hour Meter: Refueler includes an engine hour meter.	2	Equip.
K	DI L' D D C l include Caline of the	Included	Standard
	Flashing Beacon: Refueler includes a flashing safety beacon.		Equip.
L	Back-up alarm: Refueler includes a backup alarm (active when chassis is in reverse).	Included	Standard
	Dack-up atarm. Refuerer metudes a backup atarm (active when chassis is in reverse).		Equip.
M	Low Level Automatic Shutdown: Refueler includes an auto low-level shut-off w/ an indicator light.	Included	Standard
			Equip.
N	* Refuelers meet ATA-103 & NFPA 407 * chassis w/ engine hour meter	Included	Standard
	Features: * (2ea) 20lb. fire extinguishers * chassis w/ swing away mirrors		Equip.
	* filter elements to be installed at shipment * chassis w/ day time running lights		
	* shut-off valves at filter inlet & outlet * water defense w/ external test switch		
	* tanks sumps w/ spring loaded valves * low point drains in piping		
	* DP gauge, 3-way test valve, drain port * ladder rack included		
	** ** ** ** ** ** ** ** ** ** ** ** **		
	SkyMark Jet Refuelers		



Section #3: List of 'Common Options' Available: Customer To Select YES or NO From Available Options Below							
Item	General Description		Qty.	Un	it Price	Opt	ions
'Common Options' Available: Customer to Select YES or NO From Options Below				Customer To S YES or NO Fron			
Opt. 1	Filter / separator system water defense	A filter/separator w/ water defense & water detection test switch is included.	1	\$		- <u>YES</u>	
Opt. 2	Aluminum chock holder	An aluminum chock block holder with wheel chocks is available.	1	\$	300	YES	<u>NO</u>
Opt. 3	Aluminum storage box	A 24" x 24" x 24" aluminum storage cabinet / spill kit container is available.	0	\$	<del>600</del>	<u>YES</u>	<u>NO</u>
Opt. 4	Scully secondary shutoff	A secondary Scully high level shutoff is available (2 wire/2 optic or equal).	1	\$	1,000	YES	<u>NO</u>
Opt. 5	Wireless data transfer	A wireless data transfer kit w/ a radio modem and an antenna is available.	θ	\$	1,200	<u>YES</u>	NO
Opt. 6	Back-up camera	A back up camera system w/ an in-cab color monitor along is available	0	\$-	1,000	<u>YES</u>	<u>NO</u>
Opt. 7	Ticket Printer	A mechanical or electric ticket printer is available (select 'slip' or 'roll').	θ	\$	1,200	<u>YES</u>	<u>NO</u>
Opt. 8	Single-wrap hose reel (in lieu of drum reel)	A single-wrap style underwing hose reel mounted behind cab is available. (in lieu of a side-mounted drum underwing reel on 'standard' refuelers)	1	\$	1,750	YES	<u>NO</u>
Opt. 9	Product tank gauging	Electronic contents gauging system integrated into TCS register is available.	0	<b>\$</b> -	2,000	<u>YES</u>	<u>NO</u>
Opt. 10	Fuel / de-fuel system	A fuel / de-fuel system (to work with high-level shutoff) is available.	1	\$	2,500	YES	<u>NO</u>
Opt. 11	Electronic register(s) w/ large number displays	(1) or (2) electronic meter registers w/ built-in digital displays are available. (in lieu of mechanical registers on 'standard model' refuelers)  NOTE: (2) electronic registers required if dual overwing fueling is selected.	1	\$	3,000	YES	<u>NO</u>
Opt. 12	Prist additive injector	A Gammon Viper Prist injector w/ desiccant dryer, pick-up tube, remote panel & bracket for 5 gal. pail (or 16 gallon polycarbonate tank) is available	1	\$	7,900	YES	<u>NO</u>
Opt. 13	Dual overwing fueling	(1) add'l overwing hose reel assy + (1) add'l flow meter (for dual overwing).	0	\$	<del>-8,900</del>	<u>YES</u>	<u>NO</u>
Opt. 14	Diesel Engine Chassis	A diesel engine chassis is available (i.e. in lieu of a gasoline engine included on 'standard' refuelers). International MV	0	<b>\$</b> -	11,000	YES	<u>NO</u>
Fall Prot	ection Options						
Opt. 15a	Bi-Line top-of-tank fall- protection system	Bi-Line top-of-tank A Bi-Line top-of-tank fall protections system is available (includes dual cables installed on top-of-tank along with 1 safety harness/belt)	0	<b>\$</b> -	3,000	<u>YES</u>	<u>NO</u>
OR				_			
Opt. 15	In-Service & Training at Customer Location	A factory trained SkyMark technician will be dispatched to your location for inservicing and comprehensive training (\$895 per day + expenses)	1	\$	-	YES	<u>NO</u>
<del>Opt. 16</del>	Custom-painted tank	A custom-painted tank available (in lieu of natural finish tank on 'standard'	0	-\$-	-6,500-	<u>YES</u>	<u>NO</u>
Opt. 17	Red Lion Top of Tank Display	ADD Red Lion top of tank display	1	\$	2,500	YES	<u>NO</u>
Opt. 18	Freight to destination	Refueler delivered to Grass Valley CA	1	\$	6,500	<u>YES</u>	<u>NO</u>
Sub To	tal Section #3: Sub Tot	tal for Customer Selected Options		\$	25,	450	



Section #4: P	ricing Summary and Terms		
1 Sub To	otal / Unit Price: SkyMark 'Standard' 3000 Gallon Jet Refueler	1	\$ 186,900
OPTIONS	Customer to Select Options / (Select YES or NO) See Section #3		\$ 25,450
DISCOUNT	<b>DEDUCT</b> : Special Discount GSA		\$ (3,000)
TOTAL	<u>UNIT PRICE</u> : 3000 Gallon Jet Refueler + ADD Selected Options FOB Delivered		\$ 209,350

**Order Confirmation and** 

**Payment Terms:** 

A signed Confirmation of Order is required to secure your order, along with a 30% non-refundable deposit. Balance of payment is due when refueler is completed at SkyMark, and prior to shipment from

factory.

Painting & Decals:

Aluminum tank to remain in natural polished finish, chassis cab to remain in factory white. Equipment to be painted with the polyurethane. Safety placards, product decals, and operating decals will be installed.

**Quote Validity:** 

Quote is valid for 90 days.

Freight to Customer:

Unit quoted FOB SkyMark delivered. Inland/ocean freight is additional but is included in the quoted

price.

Taxes / Duties:

All taxes and/or duties are additional (if applicable).

**Delivery Schedule:** 

Approximately 160 days after receipt of confirming order and deposit.

In-Service / Training:

For a nominal fee, SkyMark will dispatch a factory-trained technician to place your new refueler into service and provide training (cost of technician is \$895 per day + reimbursement for travel expenses).

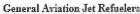
Respectfully Submitted,

Mike Ellis **Managing Member** 913-653-8112











Hydrant Dispensers



Towable Hydrant Carts



LOAN NO.: Nev-3-22-L-7 AIRPORT: Nevada County

#### 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.

LOAN NO.: Nev-3-22-L-7 AIRPORT: Nevada County

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.
- 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, 2022, or this agreement shall be deemed null and void.

LOAN NO.: Nev-3-22-L-7 AIRPORT: Nevada County

**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  County of Nevada Public Entity	STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION Division of Aeronautics
By Authorized Signature  Title Char	Phillip C Miller PHILLIP MILLER, Acting Chief
Date 1/14/2022	Division of Aeronautics  Date
Amount Encumbered: \$231,000 Nevada County Airport  PUC Code Section: 21602 Chapter 901; Statutes of 1986 Local Airport Loans  I hereby certify that funds are available for the period and purpose of the expenditure stated above.  Shannon Montano  Aviation Funding Specialist Department of Transportation  1.14.22  Date	

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

	Annual Payment to Caltrans <sup>1</sup>		ans <sup>1</sup>	Annual	Accumulated Pro	fit/(Loss)
Year	Principal	Interest	Total	Income	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 7	\$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	

<sup>&#</sup>x27;Annual 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 Nev-3-22-L-7 executed

Final Audit Report

2022-03-18

Created:

2022-03-16

By:

Shannon Montano (s135178@dot.ca.gov)

Status:

Signed

Transaction ID:

CBJCHBCAABAAjUHsLcCYTkZscl-ym3PuvrOCoSiMezXk

#### "Nevada County Nev-3-22-L-7 executed" History

- Document created by Shannon Montano (s135178@dot.ca.gov) 2022-03-16 4:45:38 PM GMT
- Document emailed to Phillip Miller (phillip.miller@dot.ca.gov) for signature 2022-03-16 4:46:16 PM GMT
- Email viewed by Phillip Miller (phillip.miller@dot.ca.gov) 2022-03-18 5:37:11 PM GMT- IP address: 149.136.17.250
- Document e-signed by Phillip Miller (phillip.miller@dot.ca.gov)

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