

DEPARTMENT: Public Works

BY: Allen Toschi

PHONE: 966-5356

RECOMMENDED ACTION AND JUSTIFICATION:

Decline the option to purchase Hangar Number 43 at the Mariposa/Yosemite Airport for \$11,000 and allow the owner to offer the hangar for sale to the public.

Robert Dominguez is the owner of the hangar on Space Number 43 at the Mariposa/Yosemite Airport. In accordance with Condition #23 in the terms of his ground lease agreement, the County has first option to purchase the hangar at the offered price.

Public Works' recommendation is to decline the option to purchase the hangar. Many of the ground lease agreements, including this one will expire in December 2014. The County also has an option to purchase the hangars when the leases expire, so the issue of privately-owned hangars at the airport can be considered as a whole at that time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The lease agreement between Mr. Dominguez and the County was approved December 31, 1984.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to purchase Hangar Number 43 at the offered price of \$11,000. A funding source for the purchase would need to be identified.

Financial Impact? () Yes (x) No	Current FY Cost: \$	Annual Recurring Cost: \$
Budgeted In Current FY? () Yes () No () Partially Funded		
Amount in Budget: \$ _____		List Attachments, number pages consecutively
Additional Funding Needed: \$ _____		1. Robert Dominguez letter
Source:		2. Lease Agreement for Hangar #43
Internal Transfer _____		
Unanticipated Revenue _____ 4/5's vote		
Transfer Between Funds _____ 4/5's vote		
Contingency _____ 4/5's vote		
() General () Other		

CLERK'S USE ONLY:

Res. No.: 10-426 Ord. No. _____
 Vote - Ayes: 4 Noes: _____
 Absent: Cam
 Approved
 Minute Order Attached () No Action Necessary

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

Date: _____
 Attest: MARGIE WILLIAMS, Clerk of the Board
 County of Mariposa, State of California

By: _____
 Deputy

COUNTY ADMINISTRATIVE OFFICER:

Requested Action Recommended
 No Opinion
 Comments:

CAO: [Signature]



COUNTY of MARIPOSA

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

KEVIN CANN, CHAIR
JIM ALLEN, VICE-CHAIR
BRAD ABORN
LYLE TURPIN
JANET BIBBY

DISTRICT IV
DISTRICT V
DISTRICT I
DISTRICT II
DISTRICT III



MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: ALLEN TOSCHI, Public Works Director
FROM: MARGIE WILLIAMS, Clerk of the Board *MW*
SUBJECT: Consider Items Removed from the Consent Agenda
RES. 10-476

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA

ADOPTED THIS Order on October 5, 2010

ACTION AND VOTE:

Item 108 – Supervisor Aborn initiated discussion with Allen Toschi/Public Works Director, as to what will happen in 2014 when the ground lease expires for the hangars. (M)Aborn, (S)Bibby, item 108 was approved/Ayes: Aborn, Turpin, Bibby, Allen; Excused: Cann.

CA-108 **Public Works**
Decline the Option to Purchase Hangar Number 43 at Mariposa/Yosemite Airport for \$11,000 and Allow the Owner to Offer the Hangar for Sale to the Public; Res. 10-476

Cc: Airport (KMPI)
File

4-11-10

To: Mr. Dana S Hertfelder, Public Works Director, Mariposa County, CA

4639 Ben Hur Rd.
Mariposa, CA 95338

From: Robert Dominguez

30435 Colver Ct, Temecula, CA 92592

951 906-6276

Regarding: Owned Hanger and space # 43 @ MPI

Dear Mr. Hertfelder,

Our plans to move to Mariposa and utilize our hanger to store our aircraft unfortunately must change due to the fact that my wife has been diagnosed with Cancer which she is being treated for as of December 2009. Because of mounting medical expenses I must offer my Hanger for sale to try to pay for some of these expenses.

Per the lease agreement, I am offering this hanger to you (Mariposa County Public Works Department). If you are interested in considering this purchase please let me know and we begin to search for appraisers to establish the fair market value. If you are not in a position to consider the purchase for any reason please let me know as soon as possible so that I can begin to offer this Hanger for sale to the general public for \$11,000.00 or best offer.

I will look forward to your response

Sincerely

Robert Dominguez

①

Attachment #1

LEASE AGREEMENT FOR IMPROVED GROUND SPACE
AT MARIPOSA-YOSEMITE AIRPORT
TO HOUSE HANGARS

This AGREEMENT is entered into on the most recent date last below written by and between the County of Mariposa, a political subdivision of the State of California, through its Special Districts Departments, hereinafter referred to merely as "COUNTY" and Robert Dominguez, hereinafter referred to merely as "LESSEE".

WITNESSESS

WHEREAS, COUNTY has ground space available for rent at the Mariposa-Yosemite Airport, and

WHEREAS, LESSEE desires to lease ground space at Mariposa-Yosemite Airport, and

WHEREAS, LESSEE has paid the cost of site improvement for ground space number 43, and

WHEREAS, LESSEE or his/her predecessors in interest, has rented space number 43 from COUNTY since December 31, 1984, and

WHEREAS, The LEASE AGREEMENT wherein LESSEE rented space number 43 from COUNTY has expired, and

WHEREAS, LESSEE desires to extend the rental of space number 43 from COUNTY;

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

1. COUNTY hereby leases to LESSEE, and LESSEE hereby leases from COUNTY ground space number 43, located at Mariposa-Yosemite Airport, and consisting of 912 square feet; a plot plan describing the premises is attached hereto, marked Exhibit "A" and by this reference incorporated herein, hereinafter referred to as "PREMISES".

2. LESSEE agrees to pay to COUNTY the sum of \$ 38.00 per month, as and for rental payment for the PREMISES. The payment shall be made on the first of each calendar month during the term hereof, and shall be payable in advance. If the paved tie-down monthly space rental shall increase during the term hereof, then in that event, the rental fee hereunder shall increase in like manner and be effective concurrently with the general increase.

3. The term of this AGREEMENT shall be for a period of ten (10) years commencing January 1, 2005 regardless of the date of execution. Rental payments as described in Paragraph 2 above, however, shall commence upon execution and continue until December 31, 2014.

At the conclusion of this AGREEMENT, i.e., December 31, 2014, COUNTY shall have the following options:

- A) Require LESSEE to remove LESSEE'S hangar at LESSEE'S sole expense.
- B) Purchase LESSEE'S hangar upon the terms and conditions as described in Paragraph 23 below.

If COUNTY does not elect either "3A" or "3B" above, LESSEE shall have the option of either removing the hangar at LESSEE'S sole expense or extending this AGREEMENT for an additional ten (10) year period. If an extension is granted, all of the terms and conditions of this AGREEMENT shall remain in full force and effect, except rent, which shall be subject to re-negotiation.

If the hangar is to be removed upon expiration of this AGREEMENT, COUNTY shall notify LESSEE and LESSEE shall comply with the notice within sixty (60) days of the notice.

4. LESSEE shall provide his or her own hangar, approved by COUNTY, and shall be so constructed as to be removable if required hereunder.

5. COUNTY shall approve of all hangars before placement on the PREMISES.
COUNTY acknowledges the hangar now occupying space number 43 meets COUNTY approval.

6. Any and all improvements placed upon the PREMISES, exclusive of The hangar structure itself, shall become the property of COUNTY.

7. The hangar must be placed in accordance with the site plan approved by the Mariposa County Public Works Department. Any variations from the conditions contained in this paragraph shall be mutually agreed upon, in writing, between LESSEE and COUNTY.

8. LESSEE shall not assign, sub-let, or in any way hypothecate its interest in the hangar space herein, without the prior written approval of Public Works Director, or his designee. The Public Works Director, or his designee, shall respond to LESSEE'S request, in writing, not later than ten (10) working days from the date the Public Works Department receives a written request from LESSEE. The covenants, terms, and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto and all such parties shall be jointly and severally liable hereunder.

9. LESSEE shall use the PREMISES primarily for aircraft storage. LESSEE shall not store fuel or any other inflammable material in excess of five (5) gallons in the hangar outside the confines of the stored aircraft itself. Storage of more than five (5) gallons shall require approval of the Mariposa County Fire Chief. LESSEE shall not utilize the PREMISES for any storage purpose which is in conflict with the Mariposa-Yosemite Airport Rules and Regulations, Mariposa County Code, the Uniform Fire Code, the Uniform Building Code, FAA Rules and Regulations or any other applicable federal, state, or local laws, rules or regulations.

10. LESSEE shall not use the PREMISES for the operation of any business, without prior COUNTY approval in writing. Any approved business shall be airport related.

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

12. LESSEE shall obtain a liability insurance policy, naming COUNTY as an additional insured, in the minimum amount of Five Hundred Thousand Dollars (\$500,000) per occurrence in the event of damage to property or injury to persons as a result of LESSEE'S use of the PREMISES. Proof of insurance shall be provided COUNTY upon execution of this AGREEMENT. LESSEE'S insurance shall be primary with respect to any insurance or self-insurance maintained by COUNTY or Fixed Base Operator. COUNTY shall be notified in writing thirty (30) days prior to cancellation or expiration of the policy.

13. The LESSEE hereby agrees to and shall protect, indemnify and hold COUNTY and all officers, agents, representatives and employees of COUNTY, free and harmless from any and all liability or claims for injury or damages of whatsoever kind or character, including attorney's fees and costs of all types incurred in defense of any of said parties, from any and all liability or claims for

injury or damage to property arising out of or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any acts or omissions of the LESSEE or of LESSEE'S independent contractors, employees, representatives, agents, or invitees. The indemnity and hold harmless provisions shall also apply in favor of COUNTY and all officers, agents, representatives, and employees of COUNTY where LESSEE requests services of COUNTY, its officers, agents, representatives, or employees, which are not the subject of this AGREEMENT.

14. LESSEE agrees to conform to rules and regulations adopted by COUNTY, Fixed Base Operator, Airport Manager or the Federal Aviation Administration (FAA) relative to operation and control of PREMISES at Mariposa-Yosemite Airport.

15. LESSEE shall keep the outside and inside of the PREMISES clean and free of any unsightly dirt, trash, or garbage.

16. LESSEE agrees to abide by and comply with all rules and regulations of the Civil Aeronautics Acts and laws of the United States of America and of the State of California, ordinances and Code of the County of Mariposa and all regulations of Mariposa-Yosemite Airport now or hereafter made for regulation, control and operation of the Airport and activities to be carried on by LESSEE.

17. LESSEE shall pay prior to delinquency any taxes (including possessory interest taxes) and assessments levied or assessed on the PREMISES, or LESSEE'S possessory interest therein, and on any personal property of LESSEE'S situated in, on, or about the PREMISES.

18. Throughout the LEASE term, LESSEE shall, at LESSEE'S sole cost and expense, maintain the PREMISES and all improvements now existing and hereafter erected thereupon, including but not limited to the site improvements, e.g., pavement, in good condition and repair, ordinary wear and tear excepted and in accordance with all applicable rules, laws, ordinances, orders and regulations of relevant federal, state, county, municipal, and other governmental agencies and bodies. The area of pavement that LESSEE is responsible for maintaining is described on Exhibit "B" attached hereto and by this reference incorporated herein. LESSEE shall promptly and diligently repair, restore, and replace as required to maintain or comply as above, or to remedy all damage to or destruction of all or any part of the improvements.

19. Upon termination for cause prior to the expiration of this AGREEMENT or any extension thereof, COUNTY may at COUNTY'S election, demand the removal from the PREMISES of the hangar. A demand for removal shall be effected by notice given in or concurrently with notice of such termination or within thirty (30) days after such termination.

LESSEE shall comply with the notice within sixty (60) days after the notice for other termination.

20. COUNTY shall have the right, upon six (6) months notice, to relocate LESSEE to another location on Airport property. COUNTY shall be responsible for the cost of moving fixed equipment including the hangar to the new location. LESSEE agrees that COUNTY will pay no penalties, relocation allowances, damages, or other fees except as stipulated. COUNTY agrees that the rental fees will remain as stated in this AGREEMENT, should a relocation become necessary, for the balance of the term. In the event COUNTY exercises its right to relocate LESSEE'S hangar, COUNTY shall provide LESSEE with site improvements for LESSEE'S hangar which are equivalent to the site improvements now existing at LESSEE'S hangar location.

21. LESSEE shall pay for water, sewer, gas, heat, light, power, telephone service, and all other services supplied to the PREMISES, including the cost of installation and maintenance thereof, if any.

22. In the event of any breach of this LEASE by LESSEE, COUNTY, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and personal property from the PREMISES. Such personal property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of LESSEE. Should COUNTY elect to re-enter as herein provided, or should COUNTY take possession pursuant to legal proceedings or pursuant to any notice provided for by law, COUNTY may either terminate this LEASE or may, from time to time, without terminating this LEASE, relet PREMISES or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as COUNTY, in its sole discretion, may deem advisable with the right to make alterations and repairs to the PREMISES in order to bring it to the rentable condition. Rentals received by COUNTY from such reletting shall be applied first to payment of any indebtedness other than rental due hereunder from LESSEE to COUNTY; second, to payment of rental due and unpaid hereunder; third, to payment of any cost of such reletting; and fourth, to payment of the cost of any alterations and repairs to the PREMISES. The residue, if any, shall belong to COUNTY. Should such rentals received from such reletting during any period be less than that agreed to be paid during that period by LESSEE hereunder, then LESSEE shall pay such deficiency to COUNTY. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the PREMISES by COUNTY shall be construed as an election on its part to terminate this LEASE for any breach.

23. At the expiration of this LEASE AGREEMENT or if extended pursuant to Paragraph 3 above, or upon earlier termination, COUNTY will have first right of refusal for purchase of the hangar structure if and when it is sold by

6

the present owner. The COUNTY will be allowed sixty (60) days to exercise that option to allow for Board consideration and financing options. COUNTY shall have the right to purchase the hangar located on space number 43 from LESSEE at the then fair market value as determined by an appraisal. The value of the site improvements, including paving, shall not be included in the fair market value of the hangar. Each party shall select an appraiser and those two appraisers shall select a third appraiser, who shall prepare an appraisal and whose appraisal shall be binding on all parties. All costs of the appraisal shall be shared equally between LESSEE and COUNTY.

24. If, during the term of this LEASE AGREEMENT or any extensions or holding over, LESSEE desires to sell the hangar located in space number 43 and obtains a bona fide offer, LESSEE shall give COUNTY the first right of refusal to purchase the hangar at the offered price. The COUNTY will be allowed sixty (60) days to exercise that option to allow for Board consideration and financing options. If LESSEE desires to sell the hangar and has no bona fide offer, LESSEE shall offer to sell the hangar to COUNTY at the then fair market value as determined in Paragraph 23 above, before offering the hangar for sale to others.

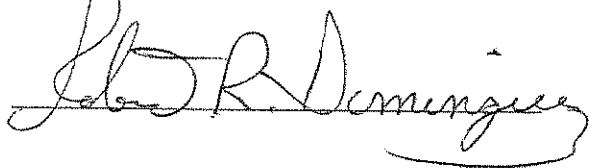
25. This AGREEMENT shall be interpreted pursuant to the laws of the State of California.

COUNTY:


DANA S. HERTFELDER
Public Works Director


Date: 10-18-07

LESSEE:

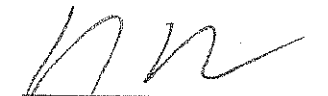


Date: 10-1-07

ATTEST:


MARGIE WILLIAMS
Clerk of the Board

APPROVED AS TO FORM


THOMAS P. GUARINO
County Counsel

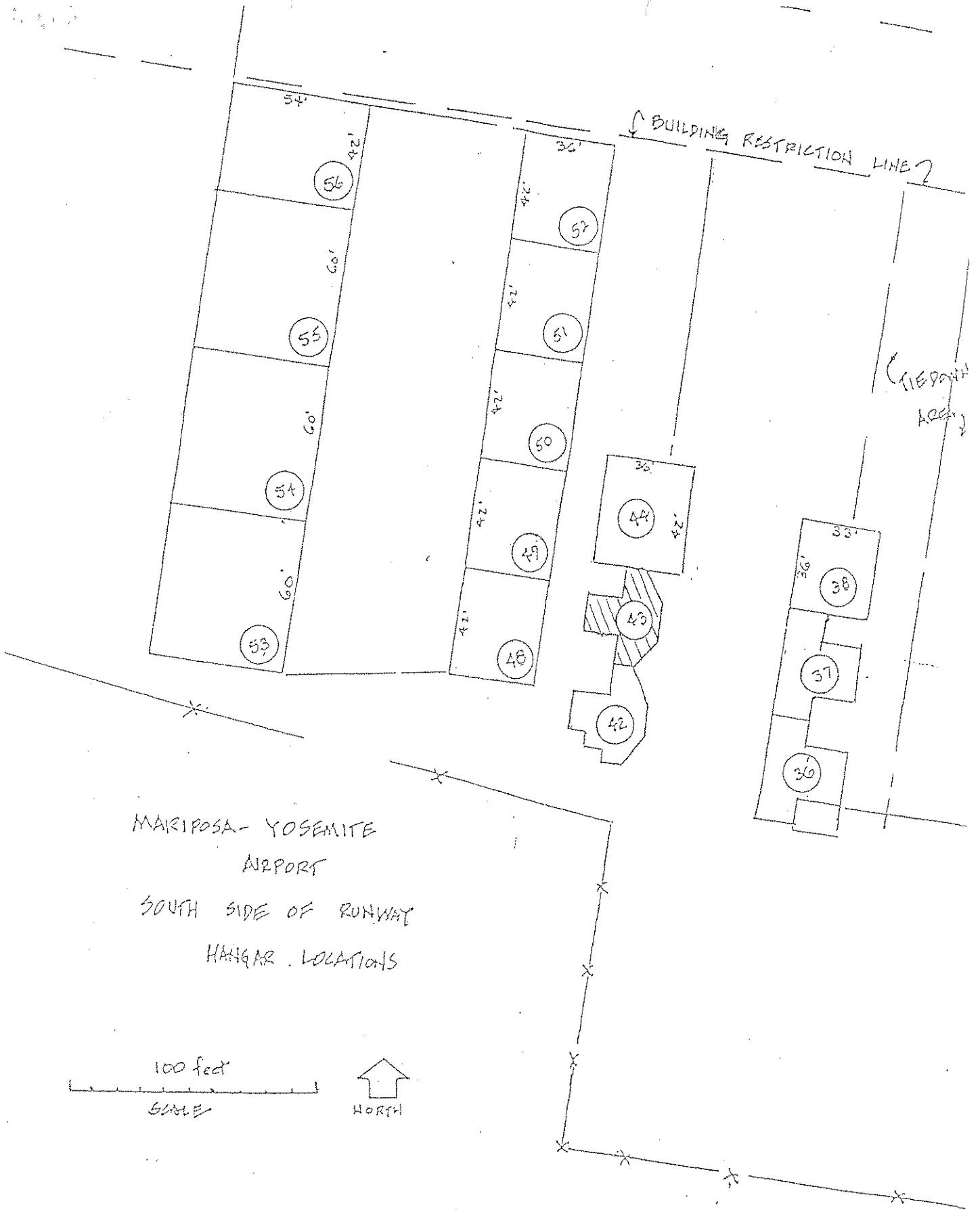



EXHIBIT "A"
⑧



MARIPOSA-YOSEMITE
 AIRPORT
 SOUTH SIDE OF RUNWAY

PAVEMENT AREAS 

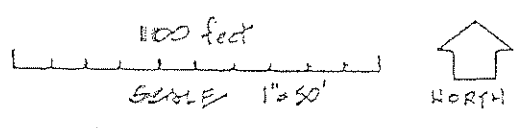


EXHIBIT "B" (9)



AOPA Insurance Agency, Inc.
P.O. Box 9170
Wichita, KS 67277

AIRCRAFT CERTIFICATE OF INSURANCE
Date: 11/08/2007

This Certificate is issued to

Mariposa County
PO Box 786 5020 Macready Way
Mariposa CA 95338

Descriptive Schedule

Named Insured and Address:

R. D. 235, inc
c/o Robert Dominguez
30435 Colver Ct
Temecula, CA 92592-2455

Company Global Aerospace, Inc
Policy Number 10101047
Effective Date 12/15/2007
Expiration Date 12/15/2008
Aircraft Covered N9130W 1968 PIPER PA-28-235

COVERAGES	LIMITS OF LIABILITY	
Single Limit Bodily Injury & Property Damage Liability <input type="checkbox"/> Including Passengers or <input checked="" type="checkbox"/> Including Passenger Sub-Limit:	Each Occurrence:	\$1,000,000
	Each Passenger:	\$100,000
Aircraft Physical Damage <input checked="" type="checkbox"/> Ground & Flight, or <input type="checkbox"/> Not in Flight Only, or <input type="checkbox"/> Not in Motion Only.	Agreed Value:	\$51,500
Deductible Not in Motion		\$50
Deductible in Motion		\$250

The entity shown above is included under Aircraft Liability Coverage as an Additional Insured but only to the extent of liability arising out of the Named Insured's ownership, maintenance or use of the Covered Aircraft.

Notice is hereby given that AOPA Insurance Agency is not the Insurer hereunder and shall not be held liable for any loss or damage nor for failure to provide Notice of Coverage Cancellation.

The above coverages are subject to all policy terms, conditions and exclusions.

Approved By:

Greg Sterling

10