

MARIPOSA COUNTY
BOARD OF SUPERVISORS

AGENDA
ACTION FORM

97-328
AGENDA DATE: 8/19/97
AGENDA ITEM NO.: CA-7

DEPARTMENT: Public Works

By: Clifton W. Price

Phone: 966-5356

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes ___ No ___)

Adopt lease agreement for Mariposa-Yosemite Airport hangars and authorize Public Works Director to execute leases. This agreement will apply to County-owned hangars at the airport.

An interim agreement was put in place to prevent loss of revenue to the airport for the ten newly constructed County-owned hangars which are occupied. The eleventh hangar, which was purchased by the County, will be leased soon after Board adoption of the lease agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The new hangar project at the airport has been completed and the hangars are all leased on an interim lease agreement pending Board approval of the final lease document. The Board approved the rates to be charged for ten of these hangars during the recent fee hearings. The Board also authorized Public Works to negotiate the rate with the lessee for the eleventh hangar.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action would result in continued lease by interim agreement and a delay in the leasing of the recently purchased hangar.

<p>COSTS: (x) Not Applicable</p> <p>A. Budgeted current FY> \$ _____</p> <p>B. Total anticipated Costs> \$ _____</p> <p>C. Required additional funding> \$ _____</p> <p>D. Internal transfers> \$ _____</p> <p>COSTS: () 4/5th Vote Required</p> <p>A. Unanticipated revenues> \$ _____</p> <p>B. Reserve for contingencies> \$ _____</p> <p>C. Source description: > _____</p> <p>Balance in Reserve Contingencies, If Approved: \$ _____</p>	<p>List the attachments and number the pages consecutively:</p> <p><u>1. Lease Agreement</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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SPECIAL INSTRUCTIONS:

CLERK'S USE ONLY

Res. No.: 97-328 Ord. No.: _____

Vote - Ayes: 5 Noes: _____

Absent: _____ Abstained: _____

Approved Denied

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

By: _____

Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:

This item on agenda as:

Recommended

Not Recommended

For Policy Determination

Submitted for Comment

Returned for Further Action

Comment: _____

A.O. Initials: JK

**LEASE AGREEMENT FOR
MARIPOSA-YOSEMITE AIRPORT
HANGAR**

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 Public Works Department, hereinafter referred to merely as "COUNTY" and _____, hereinafter referred to merely as "LESSEE".

WITNESSETH:

WHEREAS, COUNTY has an improved aircraft hangar available for rent at the Mariposa-Yosemite Airport, and

WHEREAS, LESSEE desires to lease an improved aircraft hangar at Mariposa-Yosemite Airport, and

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 aircraft hangar number _____, located at Mariposa-Yosemite Airport, and consisting of _____ 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 \$_____ 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.

3. The term of this AGREEMENT shall be for a period of one (1) year commencing _____, 1997, and shall expire on the _____ day of _____, 199____. LESSEE shall have the option of renewing this AGREEMENT for an additional one (1) year period if LESSEE is not in default hereunder. LESSEE shall give County sixty (60) days written notice of election to exercise the option prior to the expiration of the initial term hereof.

4. LESSEE shall not assign, sub-let, or in any way hypothecate its interest in the hangar 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.

5. 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.

6. 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.

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

8. 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.

9. 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.

10. 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.

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

12. 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.

13. 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.

14. 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.

15. 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. 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; and third, to payment of any cost of such reletting. The residue, if any, shall belong to LESSEE. 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.

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

COUNTY:

LESSEE:

MICHAEL D. EDWARDS
Public Works Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

MARGIE WILLIAMS
Clerk of the Board

JEFFREY G. GREEN
County Counsel