



FlyCarsonCity.com

CCAA BOARD MEMO

Agenda Item: H-2

BOARD MEMO 2023-31

Meeting Date: November 15, 2023

Agenda Title: FOR DISCUSSION AND POSSIBLE ACTION: APPROVAL OF AIRPORT REIMBURSEMENT AGREEMENT FOR LEGAL AND ENGINEERING COSTS FOR THE CTE Through-the-Fence PROJECT ON THE EAST SIDE OF THE AIRPORT OPPOSITE TAXIWAY BRAVO.

Staff Summary: *The proposed agreement implements the provisions of CCMC Title 19.02.020.510 and 19.02.020.300 which provide that an applicant must reimburse the Airport Authority for its engineering costs and legal costs in reviewing and responding to applications. As proposed, CTE will post funds to the Authority against which expenses will be charged.*

Agenda Action: Formal Action/Motion

Time Requested: 10 Minutes

Proposed Motion

I move to approve the Reimbursement Agreement.

CCAA'S Strategic Goal

Maintain airport revenues and financial stability.

Previous Action and Executive Summary

To avoid the unreimbursed Airport expenses from a prior project, CTE stepped forward and has offered to put in place a reimbursement agreement that would allow the Airport Authority to use the funds posted by CTE to pay the Airport engineering and legal expenses. Airport Staff have reviewed, exchanged redlines and approved the Agreement.

Financial Information

Is there a fiscal impact?

No Yes

If yes, account name/number & amount:

General Fund/ Federal Share:

Is it currently budgeted?

Alternatives

Approve with changes.

Do not approve.

Board Action Taken:

Motion: _____ 1) _____
2) _____

Aye/Nay

(Vote Recorded By)

REIMBURSEMENT AGREEMENT
Between CTE, LLC and Carson City Airport

THIS REIMBURSEMENT AGREEMENT (the “**Agreement**”), made and entered into this _____ day of _____, 2023 by and between Carson Tahoe Executive, LLC, a Nevada limited liability company (“**CTE**” or the “**Developer**”), and the CARSON CITY AIRPORT AUTHORITY, a legal subdivision of the State of Nevada (the “**Airport**”);

WITNESSETH

WHEREAS, Developer has requested Airport to undertake legal and staff review of a project adjacent to the Airport that seeks through the fence approval from the Airport (the “**Project**”); and

WHEREAS, Developer understands that the legal and staff review of the proposed structure of the Development and associated documents, along with the documents associated therewith will take time and cost money for the Airport to undertake the necessary review; and

WHEREAS, CCMC Sections 19.02.020.510 and 19.02.020.300 authorizes and allows for the Airport to be reimbursed for certain, engineering and legal costs associated with development and activities proposed to be conducted at the Airport; and

WHEREAS, Developer desires to submit an advance on costs subject to reimbursement to be held in a trust account and billed against as Airport undertakes its review of the Project; and

WHEREAS, CTE desires the Airport’s review and approval to be given as soon as possible;

WHEREAS, Developer offers to pay into a trust or escrow account for the benefit of the Airport the sum of FIFTY THOUSAND DOLLARS (\$50,000) (the “**Deposit**”) against expected costs and fees to be incurred by the Airport for the review of the Project;

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Pursuant to Carson City Municipal Code, the Airport is entitled to be reimbursed by Developer for the engineering and legal costs incurred by the Airport in its review and approval of the proposed project by Developer and the documents associated therewith.

2. The Developer agrees to reimburse the Airport for reasonable costs, staff fees, consultant fees, engineering fees and legal fees as a result of the documents and review associated with Developer's project.
3. Simultaneous with execution hereof, Developer has paid the Deposit of FIFTY THOUSAND DOLLARS (\$50,000), against expected costs and fees to be incurred by the City with regard to the review of the Project. The Deposit shall be used against the fees as they are incurred by the Airport.
4. Airport shall provide to Developer a monthly statement of the account, the amount of fees incurred by the Airport and utilized by the Airport to pay or be reimbursed through the Deposit money along with a statement of the remaining balance in the Deposit/trust account.
5. In the event the legal fees and other applicable review costs to be incurred by the Airport will exceed the Fifty Thousand Dollar Deposit, a separate agreement will be negotiated and executed between the Airport and Developer in advance of incurring additional fees and costs that exceed Fifty Thousand Dollars.
6. This Agreement shall be binding upon, and inure to the benefit of all heirs, executors, administrators, successors, assigns, or purchasers of the respective parties to this Agreement, and all terms and conditions contained herein shall be equally binding on said heirs, executors, administrators, successors, assigns, or purchasers.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this **REIMBURSEMENT AGREEMENT** as of the date first above written.

CARSON TAHOE EXECUTIVE, LLC

CARSON CITY AIRPORT AUTHORITY

NAME (Print)

NAME (Print)

SIGNATURE

SIGNATURE