Final

#### CARSON CITY AIRPORT AUTHORITY MEETING AGENDA

Tuesday, May 21, 2024 – 5:30 P.M.

Public Meeting at: Carson City Airport Terminal 2600 E. College Parkway Carson City, Nevada This Agenda Prepared by Corey Jenkins, Airport Manager

- A. CALL TO ORDER, ROLL CALL, AND DETERMINATION OF QUORUM.
- B. PLEDGE OF ALLEGIANCE
- C. APPROVAL OF THE MINUTES OF PAST MEETINGS OF THE AIRPORT AUTHORITY.
- D. MODIFICATION OF THE AGENDA. The Chairman reserves the right to modify the agenda in order to most effectively process the agenda items. Items may be taken out of order; Items may be combined for consideration by the Authority; Items may be pulled or removed from the agenda at any time.
- E. PUBLIC COMMENT. Members of the public who wish to address the Airport Authority may speak on *agendized and non-agendized matters* related to the Airport. Comments are limited to three (3) minutes per person or topic. If your item requires extended discussion, please request the Chairman to calendar the matter for a future Airport Authority meeting.
  - 1. The public may provide public comment in advance of a meeting by written submission to the following email address: Manager@flycarsoncity.com. For inclusion or reference in the minutes of the meeting, your public comment must include your full name & address and be submitted via email by not later than 5:00 p.m. the day before the meeting. The Carson City Airport Authority values your input. Members of the public who wish to provide live public comment may do so during the designated public comment periods, indicated on the agenda in person.

F. AIRPORT ENGINEER'S REPORT (Non-Action Item).

#### G. CONSENT AGENDA

1. FOR DISCUSSION AND POSSIBLE ACTION: REVIEW AND DISCUSS CHANGE, IF ANY, TO THE TENTATIVE FY 2024-2025 FINAL BUDGET AND ADOPTION OF THE RESULTING FINAL BUDGET (C. Jenkins, J. Rogers)

Staff Summary: This is the public hearing of FY 24-25 CCAA final budget. A tentative budget was filed with the Nevada Department of Taxation and was approved at the March 20, 2024, Carson City Airport Authority board meeting. There are no changes from the tentative budget.

2. FOR DISCUSSION AND POSSIBLE ACTION: APPROVE A LEASE AMENDMENT FOR AT&T WIRELESS SERVICES, INC. FOR THE ADDITION AND MODIFICATOIN OF EQUIPMENT.

*Staff Summary: AT&T would like to install some new equipment on the beacon tower and that will require an amended lease.* 

#### H. PUBLIC HEARINGS

1. FOR DISCUSSION AND POSSIBLE ACTION: APPROVE THE PROPOSED PARCEL MAP AND THE SEPARATION OF THE FIRE DEPARTMENT LAND (PARCEL 2) FROM THE AIRPORT PARCEL (PARCEL 1).

Staff Summary: The city would like to separate the fire department land from the airport parcel. Prior to the formation of the Airport Authority under NRS 844, the fire department area and Airport area overlapped. This Action is to correct the parcels so that the fire department is not on the Airport but remains City property adjacent to the Airport. The Fire Department area is already excluded on the Airport Master Plan and the Airport Layout Plan.

2. FOR DISCUSSION AND POSSIBLE ACTION: APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR THE INSTALLATION OF FAA WEATHER CAMERAS ON THE AIRPORT OWNED AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) TOWER.

Staff Summary: When wildfire smoke is present at the airport, the AWOS visibility sensor reports visibility incorrectly. The FAA Weather Camera system will provide pilots with visual references so they can determine visibility during any conditions that will affect visibility. The Memorandum of Understanding is to allow the FAA to mount the cameras on the AWOS tower.

3. FOR DISCUSSION AND POSSIBLE ACTION: APPROVE THE AGREEMENT TO EXTEND TIME AND AVOID LEASE TERMINATION WITH CARSON TAHOE EXECUTIVE, LLC (CTE).

Staff Summary: CTE has made a considerable effort to develop the parcels APN 005-02-105 and 005-02-106 according to the agreement to postpone or avoid lease termination. More time than what was originally allotted is required to accommodate their development plans. Approving the additional time is mutually beneficial for CTE and the Airport.

- I. AIRPORT MANAGER'S REPORT (Non-Action Item).
- J. LEGAL COUNSEL'S REPORT (Non-Action Item).
- K. TREASURER'S REPORT (Non-Action Item).
- L. REPORT FROM AUTHORITY MEMBERS (Non-Action Item).
  - 1. Status review of projects
  - 2. Internal communications and administrative matters
  - 3. Correspondence to the Authority
  - 4. Status reports and comments from the members of the Authority
- M. PUBLIC COMMENT. Members of the public who wish to address the Airport Authority may speak about items discussed on the agenda related to the Airport. Comments are limited to three (3) minutes per person or topic. If your item requires extended discussion, please request the Chairman to calendar the matter for a future Airport Authority meeting.
- N. AGENDA ITEMS FOR NEXT REGULAR MEETING (Non-Action Item).
- O. ACTION ON ADJOURNMENT.

#### Final

#### \* \* \* \* \*

The Carson City Airport Website	https://flycarsoncity.com/			
State of Nevada Public Notice Website	https://notice.nv.gov			
Airport Terminal Building	2600 College Parkway			
	Carson City, NV			
Mountain West Aviation	2101 Arrowhead Dr.			
	Carson City, NV			
Stellar Aviation of Carson City, LLC	2640 College Parkway			
	Carson City, NV			
$\sim$ Distribution made to others per request and as noted on the Airport Authority Distribution List $\sim$				
Supporting materials will be posted to the Carson City Airport available, and can be obtained upon request from the Airport M Carson City, NV				

#### DELIVERED (via E-Mail) to the FOLLOWING LOCATIONS for POSTING by 9am, May 16, 2024

**NOTE**: The Airport Authority is pleased to make reasonable accommodations for the public who are disabled and wish to attend this meeting. If special arrangements for the meeting are necessary, please notify the Airport Authority at (775) 841-2255 or <u>cjenkins@flycarsoncity.com</u>

Notice: NRS 241.020(3)(b) states that a request for mailed notice of meetings automatically lapses six months after it is made to the public body. A separate written request is not required for each meeting although requests are limited to six months at a time.

THE CARSON CITY AIRPORT AUTHORITY ENCOURAGES WRITTEN COMMENTS FROM THE PUBLIC. Comments should be addressed to the **Airport Manager**, and sent to the following address:

Carson City Airport Authority 2600 E. College Parkway #6, Carson City, Nevada 89706

DRAFT MINUTES Regular Meeting Carson City Airport Authority (CCAA) April 17, 2024 ● 5:30 PM Community Center Robert "Bob" Crowell Board Room 851 East William Street, Carson City, Nevada

**Authority Members** 

Chair – Tim Puliz Treasurer – Jon Rogers Member – Paul Hamilton Member – Michael Golden – Vice Chair – Harlow Norvell Member – Curtis Horton Member – Karl Hutter

<u>Staff</u>

Corey Jenkins – Airport Manager Steve Tackes – Airport Counsel Briana Munoz – Public Meetings Clerk

**NOTE:** A recording of these proceedings, the Board's agenda materials, and any written comments or documentation provided to the recording secretary during the meeting are public record. These materials are on file in the Clerk-Recorder's Office, and available for review during regular business hours.

Audio recordings and the meeting minutes of the Carson City Airport Authority meetings are available on <u>https://www.carson.org/government/city-meetings</u>.

#### A. CALL TO ORDER, ROLL CALL, AND DETERMINATION OF QUORUM

(5:31:14) – Chairperson Puliz called the meeting to order at 5:31 p.m.

(5:31:28) – Roll was called, and a quorum was present.

Attendee Name	Status	Arrived
Chairperson Tim Puliz	Present	
Vice Chair Harlow Norvell	Present	
Treasurer Jon Rogers	Present	
Member Michael Golden	Present	
Member Paul Hamilton	Present	
Member Curtis Horton	Present	
Member Karl Hutter	Present	

#### **B. PLEDGE OF ALLEGIANCE**

(5:31:50) – Led by Vice Chair Norvell.

#### C. APPROVAL OF THE MINUTES OF PAST MEETINGS OF THE AIRPORT AUTHORITY.

(5:32:12) – Chairperson Puliz introduced the item and entertained comments, changes, and/or a motion to approve the minutes of the March 20, 2024 meeting.

(5:32:25) – MOTION: Treasurer Rogers moved to approve the minutes of the March 20, 2024 meeting. Vice Chair Norvell seconded the motion. The motion carried 7-0-0.

<b>RESULT:</b>	APPROVED (7-0-0)
<b>MOVER:</b>	Rogers
<b>SECONDER:</b>	Norvell
AYES:	Puliz, Norvell, Rogers, Golden, Hamilton, Horton, Hutter
NAYS:	None
ABSTENTIONS	None
ABSENT:	None

#### D. MODIFICATION OF THE AGENDA.

None.

#### E. PUBLIC COMMENT

(5:33:00) – Chairperson Puliz entertained public comments. Deni French introduced himself as a Carson City resident and inquired about the use of lead fuels in airplanes. Vice Chair Norvell suggested that any concerns regarding airport operations be directed to Mr. Jenkins for detailed explanations.

(5:37:23) – Michaela Flint introduced herself as a flight instructor with Sport Aviation Center and expressed appreciation for assistance received from the Carson City Airport crew during a flat tire incident. Additionally, Ms. Flint thanked Mr. Jenkins for his responsiveness and efforts in addressing a potential runway incursion incident.

#### F. AIRPORT ENGINEER'S REPORT

(5:38:50) – Chairperson Puliz introduced the item. Wood Rodgers Representative Brian Martinezmoles presented his report, which is incorporated into the record.

(5:39:12) – Mr. Jenkins provided an update on the Offset PAPI Nighttime Approach and the Snow Removal Equipment Building.

#### G. CONSENT AGENDA

(5:40:13) – Chair Puliz introduced the items, entertained requests to pull items from the Consent Agenda, and entertained a motion.

(5:40:42) – MOTION: Member Golden moved to approve the consent agenda as presented. Member Hamilton seconded the motion. The motion carried 6-0-1 with Member Hamilton abstaining due to a conflict of interest with Consent Agenda Item G. 1 involving Sport Aviation Center.

<b>RESULT:</b>	APPROVED (6-0-1)
<b>MOVER:</b>	Golden
SECONDER:	Hamilton
AYES:	Puliz, Norvell, Rogers, Golden, Horton, Hutter
NAYS:	None
ABSTENTIONS	Hamilton
ABSENT:	None

1. DISCUSSION AND POSSIBLE ACTION: TO APPROVE THE REQUEST BY SPORT AVIATION CENTER TO EXPAND ITS CLASS II FBO CAPABILITIES TO MARKET FOR AIRCRAFT SALES.

2. DISCUSSION AND POSSIBLE ACTION: APPROVE LEASE ASSIGNMENT FROM THE BYARD FAMILY TRUST TO JEFFREY G. BYARD.

#### H. PUBLIC HEARINGS

# 1. FOR DISCUSSION AND POSSIBLE ACTION: APPROVE FAA AIRPORT CAPITAL IMPROVEMENT PLAN ("ACIP") 2024 – 2025.

(5:41:03) – Chairperson Puliz introduced the item. Mr. Jenkins referenced the Board Memo and the Airport Capital Improvement Plan (ACIP), both of which are incorporated into the record. He added that the ACIP does not guarantee funding but provides a plan for the Federal Aviation Administration (FAA). Mr. Jenkins and Mr. Martinezmoles responded to clarifying questions regarding the pavement rehabilitation and the runway extension projects.

(5:52:38) – MOTION: Member Hutter moved to approve the 2024 – 2025 Airport Capital Improvement Plan as presented. Vice Chair Norvell seconded the motion. The motion carried 7-0-0.

<b>RESULT:</b>	APPROVED (7-0-0)
<b>MOVER:</b>	Hutter
SECONDER:	Norvell
AYES:	Puliz, Norvell, Rogers, Golden, Hamilton, Horton, Hutter
NAYS:	None
ABSTENTIONS	None
ABSENT:	None

2. FOR DISCUSSION AND POSSIBLE ACTION: REVIEW AND APPROVE AIRPORT EMERGENCY PLAN REVISION.

(5:53:21) – Chairperson Puliz introduced the item. Mr. Jenkins referenced the Board Memo and the Airport Emergency Plan Revision, both of which are incorporated into the record, and went over the revisions to the plan.

(5:55:02) – Member Golden commented that the plan was well thought-out and encouraged the Board to approve the plan as presented. He recommended creating a one-page summary that highlighted the most critical information from the plan. Mr. Jenkins noted that Appendix A of the plan included an initial response checklist and thanked Member Golden for the suggestion, stating that it would be implemented.

(5:57:31) – Member Horton highlighted the importance of annual training and review of the Airport Emergency Plan for employees.

(5:57:41) – Chairperson Puliz stated that the Airport Emergency Plan was thorough and well-written, stating that he fully supported it.

(5:58:10) – Member Hamilton expressed appreciation for the inclusion of Appendix A and noted that the checklist was not numbered. In response to Member Hamilton's question, Mr. Jenkins clarified that the redacted phone numbers in Appendix A were personal phone numbers. Member Hamilton added that he fully supported the plan.

(6:00:04) – MOTION: Vice Chair Norvell moved to approve the revision of the Airport Emergency Plan. Member Golden seconded the motion. The motion carried 7-0-0.

<b>RESULT:</b>	APPROVED (7-0-0)
<b>MOVER:</b>	Norvell
<b>SECONDER:</b>	Golden
AYES:	Puliz, Norvell, Rogers, Golden, Hamilton, Horton, Hutter
NAYS:	None
ABSTENTIONS	None
ABSENT:	None

#### I. AIRPORT MANAGER'S REPORT

(6:00:28) – Chairperson Puliz introduced the item. Mr. Jenkins provided his report, which is incorporated into the record. Additionally, Mr. Jenkins went over Fuel Flowage and Airport Operations reports, both of which are incorporated into the record.

(6:05:48) – In response to Chairperson Puliz's question, Mr. Jenkins clarified that a special meeting would be held May 21, 2024 at 5:30 p.m. for approval of the final budget. Mr. Jenkins inquired if the Board should still hold its regular meeting on May 15, 2024 and Chairperson Puliz suggested only holding one meeting.

#### J. LEGAL COUNSEL'S REPORT

(6:08:12) - Chairperson Puliz introduced the item. Mr. Tackes did not have any additional items to report.

#### K. TREASURER'S REPORT

(6:08:22) – Chairperson Puliz introduced the item. Treasurer Rogers noted that the Airport was ending the fiscal year in good shape.

#### L. REPORT FROM AUTHORITY MEMBERS

#### **1. STATUS REVIEW OF PROJECTS**

#### 2. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

#### **3. CORRESPONDENCE TO THE AUTHORITY**

#### 4. STATUS REPORTS AND COMMENTS FROM THE MEMBERS OF THE AUTHORITY

(6:09:25) – Chairperson Puliz entertained Member reports; however, none were forthcoming.

#### M. PUBLIC COMMENT

(6:09:30) – Chairperson Puliz entertained public comments; however, none were forthcoming.

#### N. AGENDA ITEMS FOR NEXT REGULAR MEETING

(6:09:42) – Chairperson Puliz entertained requests for agenda items for the next CCAA meeting; however, none were forthcoming.

#### **O.** ACTION ON ADJOURNMENT

#### (6:09:55) – MOTION: Chairperson Puliz adjourned the meeting at 6:09 p.m.

The Minutes of the April 17, 2024 Carson City Airport Authority meeting are so approved on this 21st day of May 2024.

# **Engineer's Report**



То:	Carson City Airport Authority		
From:	Brian Martinezmoles	CC:	Mr. Corey Jenkins, Airport Manager
Date:	May 13, 2024		
Subject:	Engineer's Report for Carson Ci	ity Airport A	Authority Board Meeting

Please find below a status report of the projects and/or tasks Wood Rodgers is currenting engaged in on behalf of the Carson City Airport.

#### 1.0. Airport Capital Improvement Program

Wood Rodgers, in conjunction with the Airport Manager and Coffman (the Airport's on-call planning firm), continue to meet and coordinate with the Airport District Office (ADO) of the Federal Aviation Administration (FAA) to discuss the 2025-2029 Airport Capital Improvement Program (ACIP) and more specifically the runway extension project. The ACIP was approved by the Airport Authority Board last month and focus will turn to final approvals from Carson City and the FAA ADO.

In addition, Wood Rodgers has begun preparation of grant applications for the Runway Grading and Drainage Project and coordination with Coffman for the Focused Planning Study.

### **RE: Engineer's Report**

#### Burgard, Nadine <nburgard@hwlochner.com>

#### Mon 5/13/2024 2:02 PM

#### To:Corey Jenkins <cJenkins@flycarsoncity.com>

#### Hi Corey,

Regarding the PAPI project, we just completed another round of submittal review with Titan and I've followed up with them for the updated schedule, they still haven't provided new information on that front. For the SRE building, I just talked with the buildings division again as there is still a lot of confusion (on their end) what they are looking at when we submit corrections and responses... so I am still waiting on a couple reviewers from the City to call me back and clarify some things, then the next step is for us to re-compile the full plan set and specifications set for the City to review as (hopefully) the final effort. Everyone I've spoken with at the City has been pretty helpful and I think they are trying but I think the problem was that they're not able to see clearly that when a document is submitted that it's a direct response to one of their comments. So they leave a comment as "Not Resolved" because they don't know which PDF is the response to which request, and then don't communicate further. Apologies for this taking so long. Even the contractor has been calling every week trying to get some answers and we just now are getting a clear direction from them how to move forward. As always, let me know if any questions come up.

Thanks, Nadine

#### NADINE C. BURGARD, P.E.

Nevada Market Lead Armstrong Consultants, Inc., a Lochner Company 1575 Delucchi Lane, Suite 219, Reno, NV 89502 O: 775.346.3010 D: 775.346.3011 C: 775.230.8884

From: Corey Jenkins <cJenkins@flycarsoncity.com> Sent: Monday, May 13, 2024 9:50 AM To: Burgard, Nadine <nburgard@hwlochner.com> Subject: Engineer's Report

[EXTERNAL EMAIL] This is an external email. \*\*NEVER CLICK or OPEN\*\* unexpected links or attachments. \*\*NEVER\*\* provide User ID or Password. If this email seems suspicious, forward the email to spam for inspection.

Nadine,

Please provide a progress report on the ongoing projects for the board meeting.

Hopefully, we can get some good news about some forward progress.

Thanks,

# Corey Jenkins, ACE

Airport Manager Carson City Airport 2600 College Parkway #6 Carson City, NV 89706 775-841-2255 www.flycarsoncity.com



# **CCAA BOARD MEMO**

Agenda Item: G-1

BOARD MEMO 2024-12

Meeting Date: May 21, 2024

Agenda Title: FOR DISCUSSION AND POSSIBLE ACTION: REVIEW AND DISCUSS CHANGE, IF ANY, TO THE TENTATIVE FY 2024-2025 FINAL BUDGET AND ADOPTION OF THE RESULTING FINAL BUDGET (C. Jenkins, J. Rogers)

**Staff Summary:** This is the public hearing of FY 23-24 CCAA final budget. A tentative budget was filed with the Nevada Department of Taxation and was approved at the March 15, 2023, Carson City Airport Authority board meeting.

Agenda Action: Formal Action/Motion

Time Requested: 0 Minutes

# **Proposed Motion**

I move to approve the FY 24/25 Final Budget

# **CCAA'S Strategic Goal**

Maintain financial stability.

# **Previous Action and Executive Summary**

February 21, 2024 (Item H-2) – First review of Preliminary Budget

March 20, 2024 (Item H-1) - Second review of Preliminary Budget

# **Financial Information**

Is there a fiscal impact?  $\boxtimes$  No  $\square$  Yes

If yes, account name/number & amount:

General Fund/ Federal Share:

Is it currently budgeted?

# **Alternatives**

Do not approve.

# **Board Action Taken:**

Motion: \_\_\_\_\_\_ 1) \_\_\_\_\_ 2) \_\_\_\_\_

Aye/Nay

(Vote Recorded By)



Nevada Department of Taxation 1550 College Parkway, Suite 115 Carson City, NV 89706-7937

# 2600 College Pkwy#6 Carson City, NV 89706 775-841-2255

Airport Authority of Carson City, Nevada herewith su	submits the (Final) budget for the	
fiscal year ending June 30, 2025		
This budget contains funds, including Debt Service, req	quiring property tax revenues totaling \$ 0	
The property tax rates computed herein are based on preliminary data. If the tax rate will be increased by an amount not to exceed 1%. If the final colowered.		
This budget contains       1       governmental fund types with estimated expenses of \$         0       proprietary funds with estimated expenses of \$       0	timated expenditures of \$ 2,756,128	and
Copies of this budget have been filed for public record and inspection in the Government Budget and Finance Act).	e offices enumerated in NRS 354.596 (Local	
CERTIFICATION I Jon Rogers	APPROVED BY THE GOVERNING BOARD Only necessary for <b>FINAL</b> Budget (Signature by Docusign is acceptable)	
(Print Name)		
	Michael Golden - Chair	
(Title) certify that all applicable funds and financial operations of this Local Government are	Tim Puliz - Vice Chair	
listed herein	Paul Hamilton - Member	
Circul	Karl Hutter - Member	
Signed:	Curtis Horton - Member	
Dated:	Harlow Norvell - Member	_
Phone:		_
SCHEDULED PUBLIC HEARING: (Must be held from May 15, 2023 to May 31, 2024)		
Date and Time: May 21, 2024 at 5:30 PM	Publication Date: 5/11/2024	
Place: Carson City Airport Terminal Building	_	
2600 E College Pkwy #6, Carson City, NV 89706	Page:	

Budget Summary for Schedule S-1

Airport Authority of Carson City, Nevada

		GOVERNMENTAL FUND TYPES AND EXPENDARI F TRUST FUNDS	UND TYPES AND		
		ESTIMATED		PROPRIETARY	TOTAL
	ACTUAL PRIOR YEAR 6/30/2023	CURRENT YEAR 6/30/2024	BUDGET YEAR 6/30/2025	FUNDS BUDGET	(MEMO ONLY) COLUMNS 3+4
REVENUES	(1)	(2)	(3)	YEAR 6/30/2025 (4)	(5)
Property Taxes	\$	-	- \$	-	•
Other Taxes					
Licenses and Permits					
Intergovernmental Resources	752,536	2,631,159	2,062,250		2,062,250
Charges for Services					
Fines and Forfeits					
Miscellaneous	674,219	624,665	993,040		993,040
TOTAL REVENUES	1,426,755	3,255,824	3,055,290		3,055,290
EXPENDITURES-EXPENSES					
General Government	1,009,136	3,397,686	2,756,128		2,756,128
Judicial					
Public Safety					
Public Works					
Sanitation					
Health					
Welfare					
Culture and Recreation					
Community Support					
Intergovernmental Expenditures					
Contingencies					
Utility Enterprises					
Hospitals					
Transit Systems					
Airports					
Other Enterprises					
Debt Service - Principal	12,734				
Interest Cost	1,037				
TOTAL EXPENDITURES-EXPENSES	1,022,907	3,397,686	2,756,128	1	2,756,128
Excess of Revenues over (under) Expenditures-Expenses	403,848	(141,862)	299,162	-	299,162

Page: \_\_\_\_\_\_\_

Budget Summary for Schedule S-1

# Airport Authority of Carson City, Nevada

		GOVERNMENTA	GOVERNMENTAL FUND TYPES AND		
		EXPENDABLE	EXPENDABLE TRUST FUNDS		
		ESTIMATED		PROPRIETARY	TOTAL
	ACTUAL PRIOR	CURRENT	BUDGET	FUNDS	(MEMO ONLY)
	YEAR 6/30/2023	YEAR 6/30/2024	YEAR 6/30/2025	BUDGET	COLUMNS 3+4
	(1)	(2)	(3)	YEAR 6/30/2025 (4)	(5)
OTHER FINANCING SOURCES (USES):					
Proceeds of Long-term Debt					
Sales of General Fixed Assets					
Operating Transfers (in)					
Operating Transfers (out)					
I U I AL U I HEK FINANCING SUURCES (USES)					
Excess of Revenues and Other Sources over					
(under) Expenditures and Other Uses (Net Income)	403,848	(141,862)	299,162		XXXXXXXXXXXXXXX
FUND BALANCE JULY 1, BEGINNING OF YEAR	1,924,790	2,333,023	2,191,161	2,191,161 XXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXX
Prior Period Adjustments	4,385			XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
Residual Equity Transfers				XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXX
FUND BALANCE JUNE 30, END OF YEAR	2,333,023	2,191,161	2,490,323	2,490,323 XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
		707 707 0	000 000		
I U I AL ENDING FUND BALANCE	2,333,023	2,191,161	2,490,323	2,490,323 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXX

Page: \_\_\_\_\_\_

#### FULL TIME EQUIVALENT EMPLOYEES BY FUNCTION

	ACTUAL	ESTIMATED	
	PRIOR YEAR	CURRENT YEAR	BUDGET YEAR
	YEAR 6/30/2023	YEAR 6/30/2024	YEAR 6/30/2025
General Government			
Judicial			
Public Safety			
Public Works			
Sanitation			
Health			
Welfare			
Culture and Recreation			
Community Support			
TOTAL GENERAL GOVERNMENT			
Utilities			
Hospitals			
Transit Systems			
Airports	2	4	4
Other			
TOTAL			

POPULATION (AS OF JULY 1)			
SOURCE OF POPULATION ESTIMATE*	57,073 State Certified	58,314 State Certified	58,923 State Certified
Assessed Valuation (Secured and Unsecured Only)	2,075,625,383	2,332,697,425	2,545,236,822
Net Proceeds of Mines			
TOTAL ASSESSED VALUE			
TAX RATE			
General Fund			
Special Revenue Funds			
Capital Projects Funds			
Debt Service Funds		1	
Enterprise Fund			
Other			
TOTAL TAX RATE			

\* Use the population certified by the state in March each year. Small districts may use a number developed per the instructions (page 6) or the best information available.

Airport Authority of Carson City, Nevada

(Local Government)

SCHEDULE S-2 - STATISTICAL DATA

Page: \_\_\_\_\_ Schedule S-2 SCHEDULE A - ESTIMATED REVENUES & OTHER RESOURCES - GOVERNMENTAL FUND TYPES, EXPENDABLE TRUST FUNDS & TAX SUPPORTED PROPRIETARY FUND TYPES

# Budget For Fiscal Year Ending June 30, 2025

Budget Summary for <u>Airport Authority of Carson City</u>, Nevada (Local Government)

GOVERNMENTAL FUNDS AND EXPENDABLE TRUST FUNDS FUND NAME	BEGINNING FUND BALANCES (1)	CONSOLIDATED TAX REVENUE (2)	PROPERTY TAX REQUIRED (3)	TAX RATE (4)	OTHER REVENUE (5)	OTHER FINANCING SOURCES OTHER THAN TRANSFERS IN (6)	OPERATING TRANSFERS IN (7)	TOTAL (8)
General	2,191,161				3,055,290			5,246,451
DEBT SERVICE								
Subtotal Governmental Fund Types, Expendable Trust Funds	2,191,161				3,055,290			5,246,451
PROPRIETARY FUNDS								
	XXXXXXXXXXXX				XXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
	XXXXXXXXXXXX				XXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXX
	XXXXXXXXXXXX				XXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXX
	XXXXXXXXXXXX				XXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
	XXXXXXXXXXXX				XXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Subtotal Proprietary Funds	XXXXXXXXXXX				XXXXXXXXX	XXXXXXXXXXX	XXXXXXXXXXX	XXXXXXXXXXX
TOTAL ALL FUNDS	XXXXXXXXXXXX				XXXXXXXXX	XXXXXXXXXXXXX	XXXXXXXXXXXXX	XXXXXXXXXXXX

Page: \_\_\_\_\_

SCHEDULE A-1 ESTIMATED EXPENDITURES AND OTHER FINANCING USES

Budget For Fiscal Year Ending June 30, 2025

Budget Summary for

Airport Authority of Carson City, Nevada (Local Government)

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R - Special Revenue C - Capital Projects D - Debt Service T - Expendable Trust

\*\* Include Debt Service Requirements in this column \*\*\* Capital Outlay must agree with CIP.

Page: \_\_\_\_\_\_

	(1)	(2)	(3)	(4)
			BUDGET YEAR E	NDING 06/30/25
		ESTIMATED		
	ACTUAL PRIOR	CURRENT		
REVENUES	YEAR ENDING	YEAR ENDING	TENTATIVE	FINAL
	YEAR 6/30/2023	YEAR 6/30/2024	APPROVED	APPROVED
Intergovernmental Revenue				
Personal Property Tax	339,911	345,965	365,000	
Grant Income	396,883	2,285,194	1,697,250	
Miscellaneous				
Leases	225,957	393,240	445,240	
Interest	334,308	80,000	380,000	
Tie Downs	10,049	10,000	8,000	
Fuel Flowage Fees	16,594	18,000	20,000	
Gate Cards	525	2,000	2,000	
Parking	200	425	300	
Jet Fuel Tax	883	2,000	4,000	
Through the Fence Fees	8,058	8,000	8,000	
Class II FBO Fees	4,650	9,600	10,000	
Miscellaneous	2,384	24,000	35,000	
Open House	3,849	5,000	10,000	
Rock Materials Sales	82,104	72,000	70,000	
Terminal Rental	400	400	500	
FUNCTION SUBTOTAL	1,426,755	3,255,824	3,055,290	0

Airport Authority of Carson City, Nevada (Local Government) SCHEDULE B - GENERAL FUND

> Page: \_\_\_\_\_ Schedule B-8

	(1)	(2)	(3) BUDGET YEAR	(4) ENDING 06/30/25
		ESTIMATED		
	ACTUAL PRIOR	CURRENT		
REVENUES	YEAR ENDING	YEAR ENDING	TENTATIVE	FINAL
	YEAR 6/30/2023	YEAR 6/30/2024	APPROVED	APPROVED
SUBTOTAL REVENUE ALL SOURCES	1,426,755	3,255,824	3,055,290	
OTHER FINANCING SOURCES				
Transfers In (Schedule T)				
Proceeds of Long-term Debt				
Other				
SUBTOTAL OTHER FINANCING SOURCES				
BEGINNING FUND BALANCE	1,924,790	2,333,023	2,191,161	
Prior Period Adjustments	4,385			
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	1,924,790	2,333,023	2,191,161	-
TOTAL AVAILABLE RESOURCES	3,355,930	5,588,847	5,246,451	_

Airport Authority of Carson City, Nevada

(Local Government) SCHEDULE B - GENERAL FUND

> Page: \_\_\_\_\_ Schedule B-9

	(1)	(2)	(3)	(4)
			BUDGET YEAR E	ENDING 06/30/25
		ESTIMATED		
EXPENDITURES BY FUNCTION	ACTUAL PRIOR	CURRENT		
AND ACTIVITY	YEAR ENDING	YEAR ENDING	TENTATIVE	FINAL
	YEAR 6/30/2023	YEAR 6/30/2024	APPROVED	APPROVED
General Government				
Salaries & Wages	140,072	202,500	294,500	
Employee Benefits	63,262	115,200	151,145	
Services & Supplies	255,160	392,290	447,652	
Capital Outlay	537,144	2,687,696	1,849,333	
Debt Service				
Principal	12,734	-	-	
Interest	1,037	-	-	
Lease Transaction - Mayes	6,240	6,240	6,240	
Lease Transaction - Gonzales	7,258	7,258	7,258	
	1 022 007	2 411 104	0.756.109	
FUNCTION SUBTOTAL	1,022,907	3,411,184	2,756,128	-

Airport Authority of Carson City, Nevada (Local Government) SCHEDULE B - GENERAL FUND

FUNCTION \_\_\_\_\_

Page: \_\_\_\_\_ Schedule B-10

	(1)	(2)	(3) BUDGET YEAR E	(4)
		ESTIMATED	BUDGET TEAR E	INDING 00/30/23
EXPENDITURES BY FUNCTION	ACTUAL PRIOR	CURRENT		
	YEAR ENDING	YEAR ENDING	TENTATIVE	FINAL
	6/30/2023	6/30/2024	APPROVED	APPROVED
PAGE FUNCTION SUMMARY	0/30/2023	0/30/2024	ALLINOVED	ATTROVED
General Government	995,638	3,397,686	2,742,630	-
Judicial	000,000	0,001,000	2,112,000	
Public Safety				
Public Works				
Sanitation				
Health				
Welfare				
Culture and Recreation				
Community Support				
Debt Service	27,269	13,498	13,498	-
Intergovernmental Expenditures		,	,	
intergeventiontal Experiataree				
TOTAL EXPENDITURES - ALL FUNCTIONS	1,022,907	3,411,184	2,756,128	-
OTHER USES:	-	-	-	-
CONTINGENCY (Not to exceed 3% of				
Fotal Expenditures all Functions)				
Transfers Out (Schedule T)				
i				
i				
			1	
TOTAL EXPENDITURES AND OTHER USES	1,022,907	3,411,184	2,756,128	-
ENDING FUND BALANCE:	2,333,023	2,191,161	2,490,323	
TOTAL GENERAL FUND				
COMMITMENTS AND FUND BALANCE	3,355,930	5,602,345	5,246,451	-

Airport Authority of Carson City, Nevada (Local Government) SCHEDULE B - GENERAL FUND

SCHEDULE B SUMMARY - EXPENDITURES, OTHER USES AND FUND BALANCE

**GENERAL FUND - ALL FUNCTIONS** 

General Obligation Bonds
 G.O. Revenue Supported Bonds
 G.O. Special Assessment Bonds
 A - Revenue Bonds
 Medium-Term Financing

\* - Type

ALL EXISTING OR PROPOSED GENERAL OBLIGATION BONDS, REVENUE BONDS, MEDIUM-TERM FINANCING, CAPITAL LEASES AND SPECIAL ASSESSMENT BONDS

6 - Medium-Term Financing - Lease Purchase
7 - Capital Leases
8 - Special Assessment Bonds
9 - Mortgages
10 - Other (Specify Type)
11 - Proposed (Specify Type)

(11)	(9)+(10) TOTAL		6,240	7,258												13,498
			ŝ	ф	Ь	ь	\$	¢	\$	¢	ь	ь	ь	ь	ф	ŝ
(10) FOR FISCAL	06/30/25 PRINCIPAL PAYABLE		6,240	7,258												13.498
NTS	DNIC		÷	\$	\$	¢	Ŷ	¢	¢	¢	÷	ŝ	÷	ŝ	φ	÷
(9) (10) REQUIREMENTS FOR FISCAL	YEAR ENDING 06/30/25 INTEREST PRINCIF PAYABLE PAYAB		ج	م	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	÷	, t
(8)	BEGINNING OUTSTANDING BALANCE 7/1/2024		164,486	226,259												390 745
(2)	INTEREST RATE		\$ %0	\$ %0	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	<del>U</del>
(9)	FINAL PAYMENT DATE		6/30/2073	8/31/2055												
(5)	ISSUE DATE		7/1/2021	9/1/2005												
(4)	ORIGINAL AMOUNT OF ISSUE		\$ 312,000	\$ 362,890												
(3)	TERM		50 years	50 years												
(2)	TYPE *		Long-term lease revenue transactions	Long-term lease revenue transactions												
(1)	NAME OF BOND OR LOAN List and Subtotal By Fund	Debt Service	Lease Transaction - Mayes	Lease Transaction - Gonzales												TOTAL ALL DEBT SERVICE

SCHEDULE C-1 - INDEBTEDNESS Airport Authority of Carson City, Nevada (Local Government)

#### LOBBYING EXPENSE ESTIMATE

Pursuant to NRS 354.600 (3), **each** (emphasis added) local government budget must obtain a separate statement of anticipated expenses relating to activities designed to influence the passage or defeat of legislation in an upcoming legislative session.

#### Nevada Legislature: 83rd Session; February 3, 2025 to June 3, 2025

1. Ac	tivity: Session of the Nevada Legislature	
2. Fu	Inding Source: <u>N/A</u>	
3. Tra	ansportation	\$
4. Lo	dging and meals	\$
5. Sa	alaries and Wages	\$
6. Co	ompensation to lobbyists	\$
7. En	itertainment	\$
	upplies, equipment & facilities; other personnel and rvices spent in Carson City	\$
	Total	\$

Entity: Airport Authority of Carson City, Nevada

Budget Year 2024-2025

Page: \_\_\_\_\_ Schedule 30 SCHEDULE OF EXISTING CONTRACTS

Budget Year 2024-2025

 Local Government:
 Airport Authority of Carson City, Nevada

 Contact:
 Jon Rogers

E-mail Address: jrogers@flycarsoncity.com

Daytime Telephone: 775-841-2255

Total Number of Existing Contracts:

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		Effective Date of	Termination Date of	Proposed Expenditure	Proposed Expenditure	
-ine	Vendor	Contract	Contract		FY 2025-26	Reason or need for contract:
-	Casey Neilon, Inc.			\$ 25,000	\$ 25,000	
2						
3						
4						
5						
9						
7						
8						
6						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20	Total Proposed Expenditures			\$ 25,000	\$ 25,000	

Additional Explanations (Reference Line Number and Vendor):

Page: \_\_\_\_\_\_

SCHEDULE OF PRIVATIZATION CONTRACTS Budget Year 2024-2025

Local Government: Airport Authority of Carson City, Nevada

 Contact:
 Jon Rogers

 E-mail Address:
 jrogers@flycarsoncity.com

 Daytime Telephone:
 775-841-2255

Total Number of Privatization Contracts:

0

	-	-		-			-		-		-	-	-	-	-	-		
Reason or need for contract:																		Page:
Equivalent hourly wage of FTEs by Position Class or Grade																		
Number of FTEs employed by Position Class or Grade																		
Position Class or Grade																		
Proposed Expenditure FY 2025-26																		
Proposed Expenditure FY 2024-25																		
Duration (Months/ Years)																		
Termination Date of Contract																		
Effective Date of Contract																		
Vendor	None																Total	
Line	4		7		e		4		5		9			7			8	

Attach additional sheets if necessary.

Schedule 32



# **CCAA BOARD MEMO**

Agenda Item: G-2

# BOARD MEMO 2024-13

Meeting Date: May 21, 2024

# **Agenda Title**: FOR DISCUSSION AND POSSIBLE ACTION: APPROVE A LEASE AMENDMENT FOR AT&T WIRELESS SERVICES, INC. FOR THE ADDITION AND MODIFICATION OF EQUIPMENT.

**Staff Summary:** AT&T would like to install some new equipment on the beacon tower and that will require an amended lease.

Agenda Action: Formal Action/Motion

**Time Requested:** 0 Minutes

# **Proposed Motion**

I move to approve the amendment to the lease pending the completion of an Obstruction Evaluation Airport Airspace Analysis.

# **CCAA'S Strategic Goal**

Sustainable Infrastructure

### **Previous Action and Executive Summary**

September 6, 2001 (Item 11) – The Board of Supervisors ("Board") approved the Lease.

September 26, 2012 - The Airport Manager approved an amendment to the Lease for the addition and modification of equipment and to establish Cingular, AT &T's successor-in-interest, as the new tenant under the Lease.

February 15, 2024 (Item 9.a) – The Board approved a lease amendment for installation of new equipment and modify its existing equipment.

The Lease was originally executed by Reno Cellular Telephone Company d/b/a AT&T Wireless Services ("AT&T") in 2001, then amended in 2012 and 2024 to allow equipment modifications in the leased area and assign to Cingular. The Lease term is automatically renewed every five years, unless terminated, with the final five-year renewal term expiring on September 5, 2031. The Amendment will allow Cingular to implement equipment changes in the leased area.

# **Financial Information**

Is there a fiscal impact?  $\square$  No  $\square$  Yes

If yes, account name/number & amount:

General Fund/ Federal Share:

Is it currently budgeted?

# <u>Alternatives</u>

Do not approve.

# **Board Action Taken:**

Motion:

Aye/Nay

(Vote Recorded By)

Cell Site Number: Hot Springs (N-062) Address: 2600 E. Graves Lane #6 Carson City, Nevada 89706

- a.

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#### **OPTION AND LEASE AGREEMENT**

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by Carson City Airport Authority, a Quasi-municipal corporation, the manager for, Carson City, a consolidated municipality, existing under the laws of the State of Nevada, with a Tax ID# of 88-004-1996, having its principal office at 2600 E. Graves Lane #6, Carson City, Nevada 89706 (hereinafter referred to as "Landlord") RENO CELLULAR TELEPHONE COMPANY, a District of Columbia partnership, by AT&T Wireless Services of Nevada, Inc., a Nevada Corporation, its General Partner, d/b/a AT&T Wireless, having an office at office 2520 S. Virginia, Suite 200, Reno, NV 89502 (hereinafter referred to as "Tenant").

#### BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 2600 E. Graves Lane #6, Carson City, Nevada 89706, identified as Assessors Parcel Number 08-133-07 and located in the Carson City, Carson County, State of Nevada (collectively "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. This Agreement replaces the Site Lease Agreement dated September 5, 1996.

The parties agree as follows:

1. OPTION TO LEASE. (a) Landlord hereby grants to Tenant an option (the "Option") to lease a portion of the Property measuring approximately 40' x 60' or 2400 square feet as described on attached Exhibit 1 (collectively the "Premises"), together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property.

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of One Thousand Dollars (\$1,000) upon execution of this Agreement. The Option will be for an initial term of one

12/11/98 Option Land



(1) year (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional One Thousand Dollars (\$1,000) no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the following terms and conditions.

2. PERMITTED USE. (a) Tenant may use the Premises for the following: (i) transmission and reception of communications signals; (ii) to construct, install, operate, maintain, repair, replace, protect and secure its communication fixtures and related equipment, a monopole, cables, accessories and improvements (collectively, the "Communication Facility"); including a non-exclusive right to use the existing airport beacon tower as described in paragraph 2(b), along with any number of associated antennas, an equipment shelter, fencing and any other accessories necessary to the successful and secure operation of the Communication Facility; and (iii) any activities related to the foregoing. Landlord and Tenant agree that Exhibit 1 shows the initial installation of Tenant and that it does not limit Tenant's rights under this paragraph. Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. Tenant has the right (i) to install and operate transmission cables from the equipment shelter to the antennas, electric lines from the main feed to the equipment shelter, and communication lines from the main entry point to the equipment shelter and (ii) to erect, construct or make Property improvements, alterations, or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct and maintain a fence around the Premises or undertake any other appropriate means to restrict and secure access to the Premises. Tenant shall be responsible for all costs associated with the facility including but not limited to construction and maintenance.

(b) Tenant has a non-exclusive right to use the existing airport beacon tower if: (i) the tower is tall enough (ii) has the structurally integrity needed to include Tenant's use (iii) and Tenant's use does not obstruct the beacon from aircraft. In the event the beacon tower is not tall enough or strong enough, Tenant may at Tenants expense replace the tower and reinstall the airports beacon and associated equipment. If the tower is replaced, the Landlord shall maintain ownership of the new tower. If a new monopole is installed by Tenant, the Landlord shall gain ownership of the new monopole upon installation. The maximum height of the tower shall be as mutually agreed by the parties and in no case taller than allowed by the FAA.

(c) Tenant will operate Tenant facilities according to all FCC and FAA rules and regulations and will be transmitting between 869 – 891.5 MHz, Receiving between 824 – 846.5 MHz with a typical power output between 25 – 40 watts per channel with a maximum of 100 watts per channel. Tenant also transmits and receives signals in the 1900 MHz range and will notify Landlord of the exact frequencies to be used at this facility 45 days prior to Tenants use of these frequencies.

3. INSTALLATIONS. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such

alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

4. TERM. (a) In the event Tenant exercises the Option, the initial lease term will be five (5) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurred.

(b) This Agreement will automatically renew for five (5) additional five (5) year Term(s) (the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term.

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, and the Extension Term and the Holdover Term are collectively referred to as the Term. ("Term").

5. **RENT.** (a) Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant will pay the Landlord a monthly rental payment of Eight Hundred and no/100 dollars (\$800.00), plus any applicable tax, to Landlord, at the address set forth above and marked Att: Airport Manager, on or before the 5<sup>th</sup> day of each calendar month in advance or to such other person, firm, or place as Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any due date. Rent will be prorated for any partial month. Beginning with year two (2) of the initial term, and each year thereafter, including throughout any option terms exercised, the monthly rent will be increased by three percent (3%) over the previous year's rent.

(b) Tenant shall have the right to use a direct deposit system with regard to Rent payments. Landlord agrees to cooperate with Tenant in providing requisite information to Tenant for such direct deposit. The implementation of the direct deposit system shall be at Tenant's expense.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant on sixty (60) days prior written notice, if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant; or if the Premises become unsuitable for Tenant's operation due to governmental regulations; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant on sixty (60) days prior written notice, if Tenant determines in its sole discretion that Tenant's use of the Premises (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Tenant's communications network based upon either technical or economic considerations in Tenant's sole discretion;

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(d) by Tenant on sixty (60) days prior written notice, if Tenant determines that interference by or to Tenant's use of the Premises cannot be resolved to Tenant's satisfaction;

(e) by Tenant immediately upon notice, if destruction or damage to the Premises or the taking thereof (by partial condemnation or otherwise) is sufficient, in Tenant's reasonable judgment, to adversely affect Tenant's use of the Premises; or

(f) by Tenant immediately upon notice, if Tenant determines, in its sole discretion, due to the title results, survey results or Tests, that the condition of the Premises is unsatisfactory or Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action or intervention or third-party liability.

If this Agreement is terminated for any reason outlined in this paragraph, any prepaid rent will be refunded on a prorata basis.

7. **INSURANCE.** (a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law.

(b) Tenant will name the Landlord, (both the City of Carson City and Carson City Airport Authority separately), as an additional insured under its commercial general liability policy. Tenant will require its insurance company to give at least thirty (30) days prior written notice of termination or cancellation of the policy to the additional insured, except for termination or cancellation for non-payment of premium, which notice will be ten (10) days.

(c) Notwithstanding anything in this Agreement, with respect to all loss, damage, or destruction to the insured party's property (including rental value and business interruption) occurring during the term of this Agreement, Landlord and Tenant hereby releases and waives all claims (except for willful misconduct and negligence) against the other party, and against each of the other party's employees, agents, officers, and directors. Landlord and Tenant will make a reasonable effort to include in their property insurance policy or policies a waiver of subrogation provision whereby any such release does not adversely affect such policies or prejudice any right of the insured party to recover thereunder.

8. INTERFERENCE. (a) Where there are prior radio frequency user(s) on the Landlord's property, the Landlord will reasonably assist Tenant in obtaining a list of all prior radio frequency user(s) (and their frequencies) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing prior radio frequency user(s) on the Premises as long as the prior radio frequency user(s) operate and continue to operate within their frequencies, and in accordance with all applicable laws and regulations. In the event Tenant causes interference to Landlord or other preexisting radio frequency users, Tenant shall cause such interference to cease upon not more than twenty-four (24) hour notice from Landlord or other preexisting user. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Landlord will suffer irreparable injury, and therefore, Landlord will have the right, in addition to any other rights that it may have at law or in equity, for Tenant's breach of this Agreement, to elect to enjoin such interference or to terminate the Agreement upon notice to Tenant.

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(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may in any way adversely affect or interfere with Tenant's Communication Facility. Landlord will notify Tenant prior to granting any third party the right to install and operate communications equipment on the Property so that Tenant can evaluate and notify Landlord of any potential interference. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its/their communication equipment.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property or any of Landlord's other properties in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease upon not more than twenty-four (24) hour notice from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate the Agreement upon notice to Landlord.

9. INDEMNIFICATION. (a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) resulting from the installation, use, maintenance, repair or removal of the Communication Facility or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the actions or failure to act of Landlord or its employees or agents, or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

10. WARRANTIES. (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has all rights, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant's use and enjoyment of the Premises under this Agreement; (ii) as long as Tenant is not in default then Landlord grants to Tenant actual, quiet and peaceful use, enjoyment and possession of the Premises; (iii) its execution and performance of this Agreement will not violate any Laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord;

11. ENVIRONMENTAL. (a) Landlord represents, warrants and agrees that: (i) the Property and its uses and operations complies, and will comply, with all local, state and federal statutes or regulations, or ordinances pertaining to the environment or natural resources ("Environmental Laws"); (ii) the Property has not been used or allowed to be used by Landlord or, to the best of Landlord's knowledge, by any previous owner, to emit through ground, water or air,

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refine, manufacture, generate, produce, store, contain, handle, transfer, process, treat, transport, or dispose of hazardous substances or hazardous wastes, products or pollutants, including without limitation asbestos, oil, petroleum products and their by-products, (collectively called "Hazardous Substance") as defined and regulated under any Environmental Laws; (iii) the Property has never been the subject of any federal or state Hazardous Substance related list; (iv) the Property has never required closure or clean-up of Hazardous Substance; and (v) no asbestos, Polychlorinated Biphenyls or other Hazardous Substance or underground or above ground storage tanks exist or have existed or will exist on the Property. Landlord warrants and represents that it will be solely liable for the clean-up and removal of Hazardous Substance and any related activities, including but not limited to the restoration of the Property related to Hazardous Substances now and in the future existing on the Property except to the extent generated by Tenant. Landlord will defend, indemnify and hold Tenant harmless from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, consultant fees and expert wimess fees, related to Landlord's breach of any of the above representations and warranties.

(b) Tenant represents, warrants and agrees to conduct its activities on the Premises in compliance with all applicable Environmental Laws. Tenant will not use, generate, release, manufacture, refine, produce, store, or dispose of any Hazardous Substance on, under, or about the Premises, except for the use of sealed batteries for emergency back-up, any fire suppression system and small quantities of cleaning products ordinarily used by commercial businesses. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, that Landlord may suffer due to the existence or discovery of Hazardous Substance on the Property, or released into the environment that are directly caused by Tenant's use of the Premises.

(c) The indemnification's of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

12. ACCESS. Landlord will be permitted access to the Tenant's Premises: (i) for emergencies without prior notice to Tenant, so long as Tenant is notified as soon thereafter as reasonably practicable; and (ii) with reasonable prior notice to Tenant to make necessary repairs; in all cases provided that Tenant's equipment, technology and proprietary interests remain secure and the Communication Facility's operation is not adversely affected.

At all times throughout the term of this Agreement, and at no additional charge to Tenant, Landlord will provide, as further set forth in Exhibit 1, Tenant and its employees, agents, and subcontractors, with twenty-four hour, seven day access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. In the event any public utility is unable to use the access provided to Tenant then the Landlord hereby agrees to grant an additional access or easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected

or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all such improvements. Footings, foundations, and concrete will be removed to a depth of one foot below grade. Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Tenant will not be responsible for the replacement of any wees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities. Notwithstanding the above, the new monopole or the light beacon/tower shall always remain the property of the Landlord - even if replaced by Tenant according to the provisions in paragraph 2.

14. MAINTENANCE; UTILITIES. (a) Tenant will, at Tenant's expense, keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. During any application period the Tenant will have the right to temporarily use Landlord's electricity and will pay the Landlord the current local utility rate for electric consumed by Tenant. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. Tenant will pay on a monthly basis the current local utility company rate for submetered electric, after the meter is read by the Landlord and billed to Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE. (a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice of such failure to pay from Landlord; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term or condition under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord.

12/11/98 Option Land 16. ASSIGNMENT/SUBLEASE. (a) Landlord may assign this Agreement provided said assignee will assume, recognize and also become responsible to Tenant for, the performance of all of the terms and conditions to be performed by Landlord under this Agreement.

(b) Tenant may assign this Agreement, in whole or in part, without any approval or consent of the Landlord, to an entity controlling, controlled by, or under common control with Tenant, or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. Further, the Tenant will have the right to sell, assign, or transfer this Agreement upon approval or consent of the Landlord to an entity with which Tenant has a contract to build sites. Tenant has the right to sublet the Premises, upon Landlord's consent or approval so long as the subtenant agrees to abide by the terms and conditions of this Agreement.

17. NOTICES All notices, requests, demands and communications hereunder will be given by first class, certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties at the addresses set forth below:

Tenant:	Real Estate Market Manger	Landlord:	Airport Manager
	AT&T Wireless Services, Inc.		2600 E. Graves Lane #6
	3763 Howard Hughes Parkway, Suite 2 Las Vegas, NV 89109	200	Carson City, Nevada 89706
	Telephone: (702) 734-1010		Telephone: (775) 887-1234
	Facsimile: (702) 892-1091		Facsimile: (775) 887-1235

With a copy to:

Property Specialist AT&T Wireless Services, Inc. 2729 Prospect Park Drive Rancho Cordova, CA 95670 Telephone: (888) 382-9415 Facsimile: (916) 843-8547

Either party hereto may change the place for the giving of notice to it by written notice to the other as provided herein.

18. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

19. TAXES. Tenant will pay all personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facility. Tenant, upon presentation of sufficient and proper documentation, will pay, within thirty (30) days, any increase in real property taxes levied against the Property (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., rollback taxes) which is directly attributable to Tenant's use of the Property, provided Tenant will be entitled to appeal any such increase payable by it. Landlord agrees that it will cooperate with an appeal of such taxes and will promptly pay when due all real estate taxes levied against the Property.

20. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent.

21. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent.

22. BROKER FEES. Tenant and Landlord each acknowledges and represents to the other that no broker or other person was used by it in connection with this transaction. If any claims, actions or proceedings are brought against either party ("Indemnitee") by reason of any broker, finder or other person claiming to have dealt with the other party ("Indemnitor") in connection with this transaction and/or the Premises, then the Indemnitor hereby agrees to indemnify, hold harmless and defend the Indemnitee from and against all liabilities arising from such claims, and all reasonable costs and expenses incurred in connection therewith (including, without limitation, reasonable legal fees and disbursements). The provisions of this Article will survive the termination of this Agreement.

23. WAIVER OF LANDLORD'S LIENS. Tenant hereby acknowledges that Landlord is a governmental agency and thus cannot and does not by this agreement, waive any lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent, except the tower itself.

24. MISCELLANEOUS. (a) Amendment; Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) Short Form Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.

(c) Bind And Benefit. The terms and conditions contained in this Agreement will run with the Property and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.

(e) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) Estoppel. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's rent has been paid in advance.

(h) Attorney's Fees. If suit or action is instituted in connection with any controversy arising out of this Agreement or to enforce any of the obligations set forth herein, the prevailing party shall be entitled to recover such sums as the court may judge reasonable as attorneys' and expert witness' fees, including such fees on any appeal.

(i) No Option. The submission of this Agreement for examination or consideration does not constitute a reservation of or option for the Premises. This Agreement will become effective as an Agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

9/6/01 DATE:

WITNESSES:

#### "LANDLORD"

**Carson City Airport Authority**, a Quasi-municipal corporation, the manager for, **Carson City**, a consolidated municipality, existing under the laws of the State of Nevada **"TENANT"** 

RENO CELLULAR TELEPHONE COMPANY, a District of Columbia partnership, By: AT&T Wireless Services of Nevada, Inc., a Nevada Corporation, Its:General Partner d/b/a AT&T Wireless,

By: David Corrao

Its: Chairman

aulsin By:

Beth Davison Its: System Development Manager, Arizona/Nevada

> 12/11/98 Option Land

CARSON CITY

Approved by the Board of Supervisors this 6 of Sept., 2001

)

RAY MASAYKO, Mayor

ATTEST: CITY'S LEGAL COUNSEL Approved as to form. ALAN GLOVER, Clerk/Recorder DISTRICT AT 1="

STATE OF COUNTY OF )

On MARCH 29, 2001, before me, a Notary Public for the State of Nevada, personally appeared BETH DAVISON, known to me to be the authorized officer of the Tenant for the above instrument, and to be the person whose name is subscribed to the instrument, and she acknowledged that she executed the same, and had authority to so execute on behalf of the Tenant.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

SEAL

KELLEY SHAMBLIN Notary Public, State of Nevada Appointment No. 00654271 My Appt. Expires Aug. 31, 2004

## Legal Description of Leased Premises Description of Facilities- Initial Installation

AS DEPICTED IN THE ATTACHED SITE SKETCH, THAT PORTION OF:

See attached: Site Sketch

[Site Sketch To be replaced by approved drawings upon completion of survey]

INITIALS Tenant: Landlord:BA



CIVIL ENGINEERS • PLANNERS • SURVE-

#### HOT SPRINGS N062 LEASE AREA

THAT PORTION OF SECTION 4, T15N, R20E, MDM, DESCRIBED AS FOLLOWS:

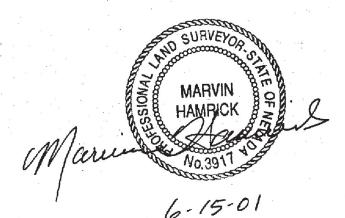
COMMENCING AT THE E1/4 CORNER OF SAID SECTION 4; THENCE S57°59'39"W, 2343.17 FEET TO A FENCE CORNER ON THE NORTHERLY RIGHT-OF-WAY OF GRAVES LANE; THENCE N00°32'06"W, 159.00 FEET, ALONG SAID FENCE; THENCE N89°27'54"E, 35.00 FEET, TO THE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING FOUR (4) COURSES:

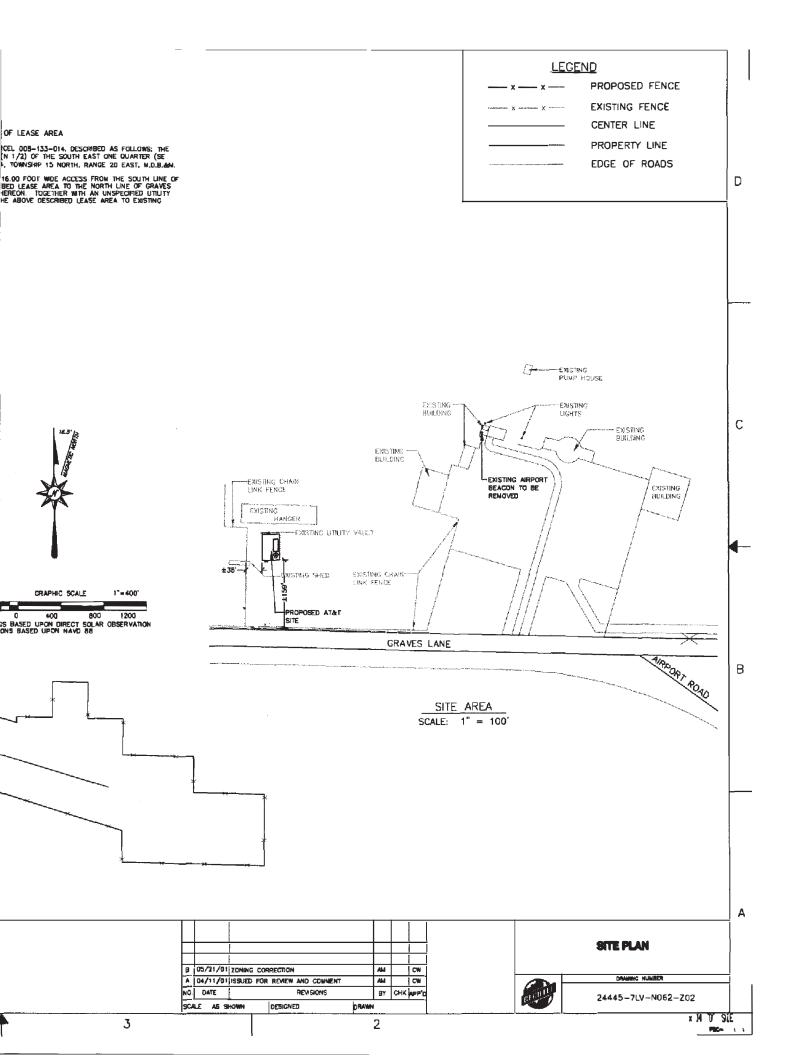
- 1. N00°32'06"W, 60.00 FEET;
- 2. N89°27'54"E, 40.00 FEET;
- 3. S00°32'06"E, 60.00 FEET;

- 141

4. -S89°27'54"W, 40.00 FEET, TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: GEODETIC NORTH BASED ON GPS OBSERVATIONS.





FILED FOR RECORD AT THE REQUEST OF

"01 SEP -7 P2:58

FILE NO 266461 ALAN GLOVER CARSON CITY RECORDER FEES\_\_\_\_\_DEP\_\_\_\_ Market: <u>San Francisco / Sacramento</u> Cell Site Number: <u>CVL06276/CN1/6276</u> Cell Site Name: <u>Hot Springs</u> (CA) Fixed Asset Number: <u>10088507</u>

#### FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("First Amendment"), dated as of the latter of the signature dates below ("Effective Date"), is by and between Carson City Airport Authority, a Quasi-municipal corporation, the manager for, Carson City, a consolidated municipality, having a mailing address of 2600 College Parkway #6, Carson City, NV 89706 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to Reno Cellular Telephone Company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into an Option and Lease Agreement dated September 6, 2001, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 2600 E. Graves Lane, Carson City, NV 89706 ("Agreement"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the permitted use section for wireless frequency usage; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Modification of Permitted Use (Section 2c): Tenant will continue to operate the Communication Facility in accordance with all FCC and FAA rules and regulations. In addition to previously approved operating frequencies, Landlord agrees to grant Tenant the right to operate the Communication Facility with additional frequencies as detailed in Exhibit 2 to this First Amendment. In case of any modification to the range of frequency listed on Exhibit 2 to this First Amendment, Tenant will notify Landlord 45 days prior to use of those frequencies.

2. Notices. Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

**NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

Northern California Market Only 07-2011 Amendment

If to Landlord:	Airport Manager 2600 College Parkway, # 6 Carson City, Nevada 89706 Telephone : (775) 841-2255 Facsimile : (775) 841-2254
If to Tenant:	New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration Re: Cell Site #: CVL06276/CNU6276 Cell Site Name: HOT SPRINGS (CA) Fixed Asset No: <u>10088507</u> 12555 Cingular Way, Suite 1300

Alpharetta, GA 30004

With a copy to AT&T Legal Department:

If sent via registered or certified mail to:

New Cingular Wireless PCS, LLC Attn: AT&T Legal Department Re: Cell Site #: CVL06276/CNU6276 Cell Site Name: HOT SPRINGS (CA) Fixed Asset No: <u>10088507</u> P.O. Box 97061 Redmond, WA 98073-9761

If sent via nationally recognized overnight courier to:

New Cingular Wireless PCS, LLC Attn: AT&T Legal Department Re: Cell Site #: CVL06276/CNU6276 Cell Site Name: HOT SPRINGS (CA) Fixed Asset No: <u>10088507</u> 16331 NE 72<sup>nd</sup> Way Redmond, WA 98052-7827

The copy sent to the AT&T Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

3. Emergency 911 Service. In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

4. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

5. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

Northern California Market Only 07-2011 Amendment

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IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

#### "Landlord"

Carson City Airport Authority a Quasi-municipal corporation, the manager for Carson City a consolidated municipality

By:	InR.
Print Name:	IIM ROWE
[ts:	AIRPORT MANAGER
Date:	9/13/2012

#### "Tenant"

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mo	bility-Corporation
Its: Manager /	
Ву:	
	Jim Sidorick
Print Name:	Senior Manager
Its:	Real Estate & Construction
Date:	9/20/12

Northern California Market Only 07-2011 Amendment

## LANDLORD ACKNOWLEDGMENT

State of Nevada County of <del>Clark</del> Canson City	
On <u>Sept. 13, 2012</u> before m	e, Michelle Schierholt, Notary
within instrument and acknowledged to me that he sh	<u>Airport Manager</u> , te to be the person(s) whose name(s) is are subscribed to the e/they executed the same in his/her/their authorized capacity(ies), it the person(s), or the entity upon behalf of which the person(s)
I certify under PENALTY OF PERJURY under the la correct.	aws of the State of Nevada that the foregoing paragraph is true and
WITNESS my hand and official seal.	MICHELLE SCHIERHOLT & NOTARY PUBLIC STATE OF NEVADA No.05-100689.3 <sup>My</sup> Appt Exp. Mar. 18, 2014 C
Signature MichellySchuerholf	(Seal)
	- 
TENANT ACKNOWLEDGMENT	
State of California	
State of California	
State of California County of)	e,, (insert name and title of the officer)
State of California County of) On before m personally appeared who proved to me on the basis of satisfactory evidence within instrument and acknowledged to me that he/sh	
State of California County of	(insert name and title of the officer) ce to be the person(s) whose name(s) is/are subscribed to the e/they executed the same in his/her/their authorized capacity(ies),
State of California County of	(insert name and title of the officer) (insert name and title of the officer) the to be the person(s) whose name(s) is/are subscribed to the e/they executed the same in his/her/their authorized capacity(ies), it the person(s), or the entity upon behalf of which the person(s)
State of California County of	(insert name and title of the officer) the to be the person(s) whose name(s) is/are subscribed to the e/they executed the same in his/her/their authorized capacity(ies), it the person(s), or the entity upon behalf of which the person(s) aws of the State of California that the foregoing paragraph is true

Northern California Market Only 07-2011 Amendment

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STATE OF <u>CALIFORNIA</u>

COUNTY OF ALAMEDA

On  $\frac{54}{10}$  + 26 2012 before me, <u>Kathleen Angela Martic-Kongeal a Notary Public</u>, personally appeared <u>Jim Sidorick</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Kath Low marker Marker Vargent My Commission Expires Dec 26, 2014



CNCNU6276 FA# 10088507 Hot Springs

## DESCRIPTION OF PREMISES

Page 1 of 2

This First Amendment to Lease Agreement dated \_\_\_\_\_\_, 2012, by and between Carson City Airport Authority, a Quasi-municipal corporation, the manager for, Carson City, a consolidated municipality as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

#### Property Legal Description:

THAT PORTION OF SECTION 4, T15N, R20E, MDM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 4; THENCE S57°59'39"W, 2343.17 FEET TO A FENCE CORNER ON THE NORTHERLY RIGHT-OF-WAY OF GRAVES LANE; THENCE N00°32'06"W, 159.00 FEET, ALONG SAID FENCE; THENCE N89°27'54"E, 35.00 FEET, TO THE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING FOUR (4) COURSES:

- 1. N00°32'06"W, 60.00 FEET;
- 2. N89°27'54"E, 40.00 FEET;
- 3. \$00°32'06"E, 60.00 FEET;
- 4. S89°27'54"W, 40.00 FEET, TO THE POINT OF BEGINNING.

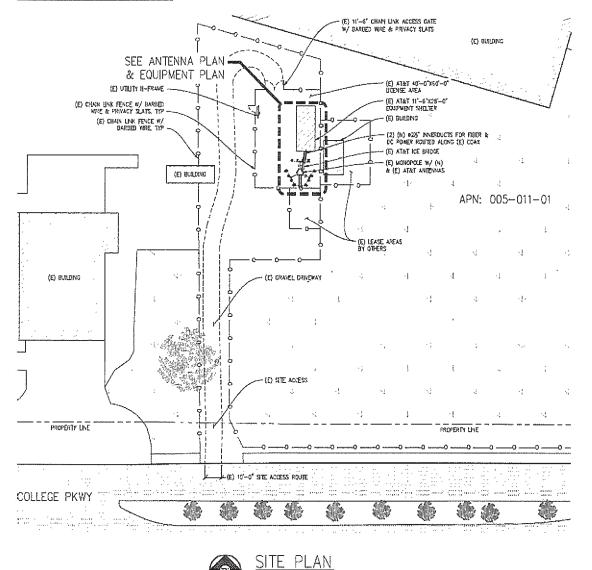
BASIS OF BEARINGS: GEODETIC NORTH BASED ON GPS OBSERVATIONS.

Northern California Market Only 07-2011 Amendment

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#### DESCRIPTION OF PREMISES Page 2 of 2

#### Lease Area Sketch or Survey:



#### Notes:

1.

=20'--0'

- This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities. 2.
- Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments. 3.
- The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and 4. mounting positions may vary from what is shown above.

Northern California Market Only 07-2011 Amendment

Site Number: CVL06276/CNU6276 Site Name: Hot Springs Address: 2600 College Parkway, #6, Carson City, NV 89706

Tenant operates on the following transmit and receive frequencies:

GSM / Cellular A Extended: 824-835, 845-846.5 MHz and 869-880, 890-891.5 MHz

UMTS:

PCS A5 - 1860 MHz to 1865 MHz and 1940 MHz to 1945 MHz PCS D - 1865 MHz to 1870 MHz and 1945 MHz to 1950 MHz PCS B3 - 1870 MHz to 1875 MHz and 1950 MHz to 1955 MHz PCS B4 - 1875 MHz to 1880 MHz and 1955 MHz to 1960 MHz

Tenant plans to operate on additional new frequencies as listed below:

LTE:

Lower B Band 700 (704 MHz to 710 MHz and 734 MHz to 740 MHz) Lower C Band 700 (710 MHz to 716 MHz and 740 MHz to 746 MHz AWS E Band (1740 MHz to 1745 MHz and 2140 MHz to 2145 MHz)

> Northern California Market Only 07-2011 Amendment

> > \_

Market: <u>Northern California</u> Cell Site Number: <u>CVL06276</u> Cell Site Name: <u>Hot Springs (CA)</u> Fixed Asset Number: <u>10088507</u>

#### SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment"), dated as of the latter of the signature dates below, is by and between Carson City Airport Authority, a Quasi-municipal corporation, having a mailing address of 2600 College Parkway #6, Carson City, NV 89706 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("Tenant").

WHEREAS, Landlord and Tenant entered into Option and Lease Agreement dated September 6, 2001, as amended by the First Amendment to Lease Agreement dated September 26, 2012, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 2600 E. Graves Lane, Carson City, NV 89706 (collectively, the "Agreement"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the permitted use section for wireless frequency usage;

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Modification of Permitted Use (Section 2c):** Tenant will continue to operate the Communication Facility in accordance with all FCC and FAA rules and regulations. In addition to previously approved operating frequencies, Landlord agree to grant Tenant the right to operate the Communication Facility with additional frequencies as detailed in Exhibit 2 to this Second Amendment. In case of any modification to the range of frequency listed on Exhibit 2 to this Second Amendment, Tenant will notify Landlord 45 days prior to the use of those frequencies.

2. Notices. Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

**NOTICES.** All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to LANDLORD:

Airport Manager If to TENANT: Attn. Corey Jenkins 2600 College Parkway Carson City, NV § cienkins@flycarg mo con 775-842-2255 CHAIR CARSONCITY AIRPORT AUTHORITY

New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration Re: Cell Site # CVL06276 Cell Site Name: Hot Springs (CA) Fixed Asset #: 10088507 1025 Lenox Park Blvd NE 3rd Floor Atlanta, GA 30319

2018 Amendment

With copy to: New Cingular Wireless PCS, LLC Attn: Legal Department Re: Cell Site # CVL06276 Cell Site Name: Hot Springs (CA) Fixed Asset #: 10088507 208 S. Akard Street Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

3. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

4. Gepitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be effective as of the last date written below.

Its:

Date:

LANDLORD: Carson City Airport Authority A Quasi-municipal corporation The manager for Carson City A consolidated municipality Bv: Print Name: Its: Date:

**TENANT:** New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation Its: Manager

By: Print Name

Courtney Perillo Director Construction & Engineering

2018 Amendment

Site Number: CVL06276 / CNU6276 Site Name: Hot Springs Address: 2600 College Parkway, #6, Carson City, NV 89706

Tenant operates on the following transmit and receive frequencies:

LTE 1900-1945-1965 Mhz and 1865-1885 Mhz LTE 700- 740-746 Mhz and 710-716 Mhz LTE WCS- 2350-2360 Mhz and 2305-2315 Mhz LTE AWS-2110-2140, 2160-2170 Mhz and 1730-1740 Mhz and 1760-1770 Mhz

Tenant plans to operate the following additional frequencies as listed below:

5G CBAND- 3840-3920 Mhz

2018 Amendment

## **CARSON CITY**

The Board of Supervisors of Carson City, Nevada, as underlying owner of the Airport, and thus hereby approves and acknowledges the Amendment, and the right and authority of the Authority to agree to the Amendment.

Approved by the Board of Supervisors this  $15^{th}$  day of February, 2024.

LORI BAGWELL, Mayor

ATTEST:

CLERK/RECORDER (or Deputy)

CITY'S LEGAL COUNSEL Approved as to form.

**DEP. DISTRICT ATTORNEY** 

AIRPORT AUTHORITY COUNSEL Approved as to form.

STEVEN E. TACKES, ESQ.

Market: San Francisco / Sacramento / Reno Cell Site Number: CVL06276 Cell Site Name: Hot Springs (NV) Fixed Asset Number: 10088507

### THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("**Third Amendment**"), dated as of the latter of the signature dates below, is by and between Carson City Airport Authority, a Quasi-municipal corporation, having a mailing address of 2600 College Parkway #6, Carson City, NV 89706 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into an Option and Lease Agreement dated September 6, 2001, as amended by that First Amendment To Lease Agreement dated September 26, 2012, and as amended by that Second Amendment To Lease Agreement dated February 15, 2024, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 2600 E. Graves Lane, Carson City, Nevada 89706 (collectively, the "Agreement"); and

WHEREAS, Tenant desires to exercise it's rights in the permitted use section of the Agreement by constructing, installing, operating, maintaining, protecting and securing an additional microwave antenna with related equipment on the existing airport beacon tower, which Landlord is willing to approve; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the permitted use section for wireless frequency usage; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

**1. Permitted Use (Section 2a):** Landlord agrees to allow Tenant to construct, install, operate, maintain, protect and secure an additional microwave antenna with related equipment on the existing airport beacon tower as described on attached Exhibit 1-A. Landlord's execution of this Third Amendment will signify Landlord's approval of Exhibit 1-A which will supplement Exhibit 1 to the Agreement.

2. **Modification of Permitted Use (Section 2c):** Tenant will continue to operate the Communication Facility in accordance with all FCC and FAA rules and regulations. In addition to previously approved operating frequencies in the Agreement, Landlord agrees to grant Tenant the right to operate the Communications Facility with additional frequencies as detailed in Exhibit 2019 Amendment

2 to this Third Amendment. In case of any modification to the range of frequencies listed on Exhibit 2 to this Third Amendment, Tenant will notify Landlord 45 days prior to the use of those frequencies..

3. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.

4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be effective as of the last date written below.

## LANDLORD:

Carson City Airport Authority a Quasi-municipal corporation, the manager for Carson City A consolidated municipality **TENANT:** 

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation Its: Manager

By:	By:
Print Name:	Print Name:
Its:	Its:
Date:	Date:

# **EXHIBIT 1-A**

## **DESCRIPTION OF PREMISES**

Page 1 of 8

to the Third Amendment To Lease Agreement dated \_\_\_\_\_\_, 2024, by and between Carson City Airport Authority, a Quasi-municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, as Tenant.

The Premises are described and/or depicted as follows:

Property Legal Description:

THAT PORTION OF SECTION 4, T15N, R20E, MDM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 4; THENCE S57°59'39"W, 2343.17 FEET TO A FENCE CORNER ON THE NORTHERLY RIGHT-OF-WAY OF GRAVES LANE; THENCE N00°32'06"W, 159.00 FEET, ALONG SAID FENCE; THENCE N89°27'54"E, 35.00 FEET, TO THE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING FOUR (4) COURSES:

1 N00°32'06"W, 60.00 FEET;

- 2. N89°27'54"E, 40.00 FEET;
- 3. \$00°32'06"E, 60.00 FEET;
- 4. \_\$89°27'54"W, 40.00 FEET, TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: GEODETIC NORTH BASED ON GPS OBSERVATIONS.

See attached seven (7) pages of project drawings dated June 23, 2023, depicting the new microwave antenna with related equipment to be installed on the airport beacon tower.

Site Number: CVL06276 / CNU6276 Site Name: Hot Springs Address: 2600 College Parkway, #6, Carson City, NV 89706

Tenant currently operates on the following transmit and receive frequencies:

LTE 1900-1945-1965 MHz and 1865-1885 MHz LTE 700-740-746 MHz and 710-716 MHz LTE WCS 2350-2360 MHz and 2305-2315 MHz LTE AWS 2110-2140, 2160-2170 MHz and 1730-1740 MHz and 1760-1770 MHz

Tenant plans to operate the following additional frequencies listed below pursuant to the Second Amendment To Lease Agreement:

5G CBAND - 3840-3920 MHz

Tenant plans to operate the following additional frequencies listed below pursuant to the Third Amendment To Lease Agreement:

25,155 MHz and 24,975 MHz frequencies for transmitting and receiving purposes.

L06276 HOT SPRINGS 2600 EAST COLLEGE PARKWAY #6 CARSON CITY, NEVADA 89706 088507 230035

PROPRIETARY INFORMATION THE INFORMATION OXANNED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRISED FOR THE THAN THAT OR DISCLOSSURE OTHER THAN THAT WHICLESS IS STRUCTLY PROHIDING.

\* A STEC Network Solutions

CARSON CITY, NEVADA 89706 FA#: 10088507 NOVA PROJECT ID: WES-MW-230035 SITE ID: CVL06276	RY SHEET INDEX	OR T-1 TITE SHEET -1 STEENCATIONA AND NOTES -1 STEENCATIONA AND NOTES -1 ENTRACES OF PAN AND EQUIPARIT PLAN -2 ENTRACE AND	39.1907 -119.74075 ALL WORK SHALL COWELE CODES ALL WORK SHALL COWELY WIT THE FOLLOWING APPLUAGE CODES:	2019 MICHAN LETTICAL COLE 2019 MERANINAL BULARO CODE 2019 MERANINAL ENTIRE GUIDAN COLE 2019 MERANINAL ESTIRI QUIDAN COLE 2019 MERANINAL FIER COLE ON 2019 MERANINAL RECENTIVA MORTINAL COLE 2019 MERANINAL RECENTIVAL MORTINAL COLE 2019 MERANINAL RECENTIVAL DIE 2019 MERANINAL RECENTIVAL DIE 2019 MERANINAL MERANAL COLE 2019 MERANINAL MERANAL COLE 2019 MERANINAL MERANAL DIE 2019 MERANINAL MERANAL DIE 2019 MERANINAL MERANAL DIE 2019 MERANINAL MERANAL DIE 2010 MERANINAL MERANINAL DIE 2010 MERANINAL MERANAL DIE 2010 MERANINAL MERANAL DIE 2010 MERANINAL DIE 2010 MERANINAL MERANINAL DIE 2010 MERANINAL DI	IN THE EVENT OF CONFLICT. THE MOST RESTRICTIVE CODE SHALL PREVAIL	A ACCESSIBILITY DISCLAIMER COMMUNICATIONS FROM DISCRETE AN UNCOUNTRY DISCRETE AN UNCOUNTRY FROM DISCRETE AND UNCOU	-26) AT 46-0" BCALE THE DRAWING SOLIES SHOWN IN THIS SET REPRESENT THE CORRECT SOLIE ONLY WILL THESE DRAWING SALES SHOWN IN THIS SET IS NOT TO SOLIE. THIS DRAWING SET IS NOT 11 71/17 OR 2473-06, THIS SET IS NOT TO SOLIE.
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02/23/23 03/21/23 06/23/23

03/21/23 DATE 02/23/23 DATE

> FRANK SCHABARUM SITE ACQUISTION LUKE GLASS CONSTRUCTION

🥚 at&t

APPROVALS

GAMALIEL AGUILAR 90% CDS GAMALIEL AGUILAR 100% CDS

PREPARED FOR

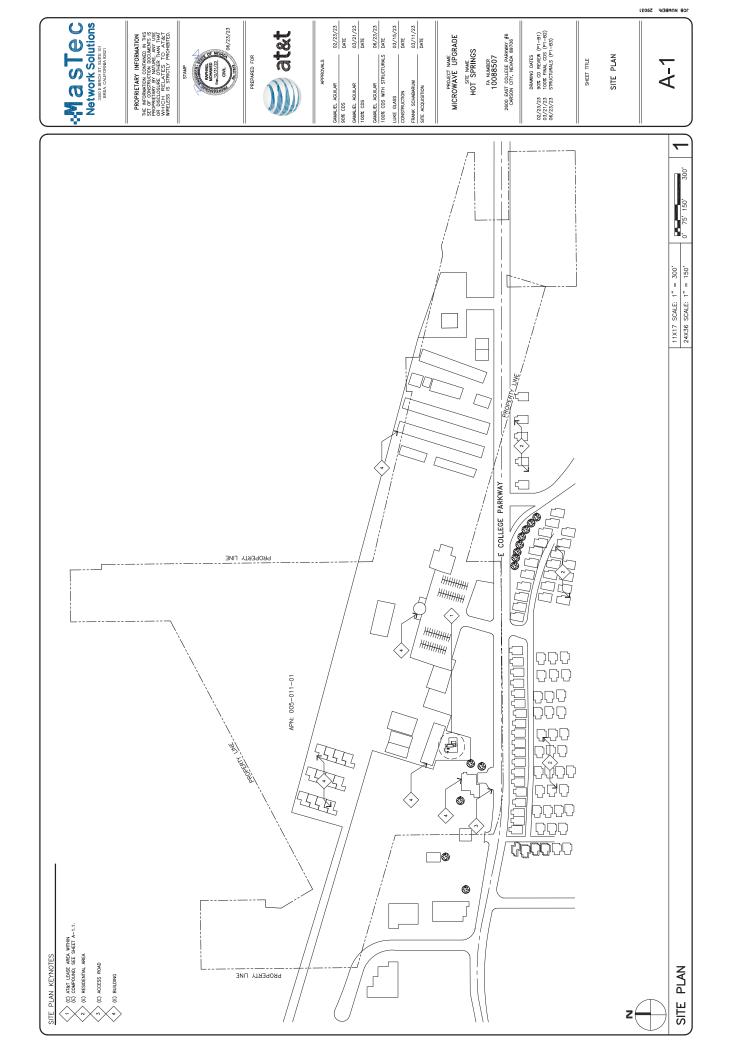
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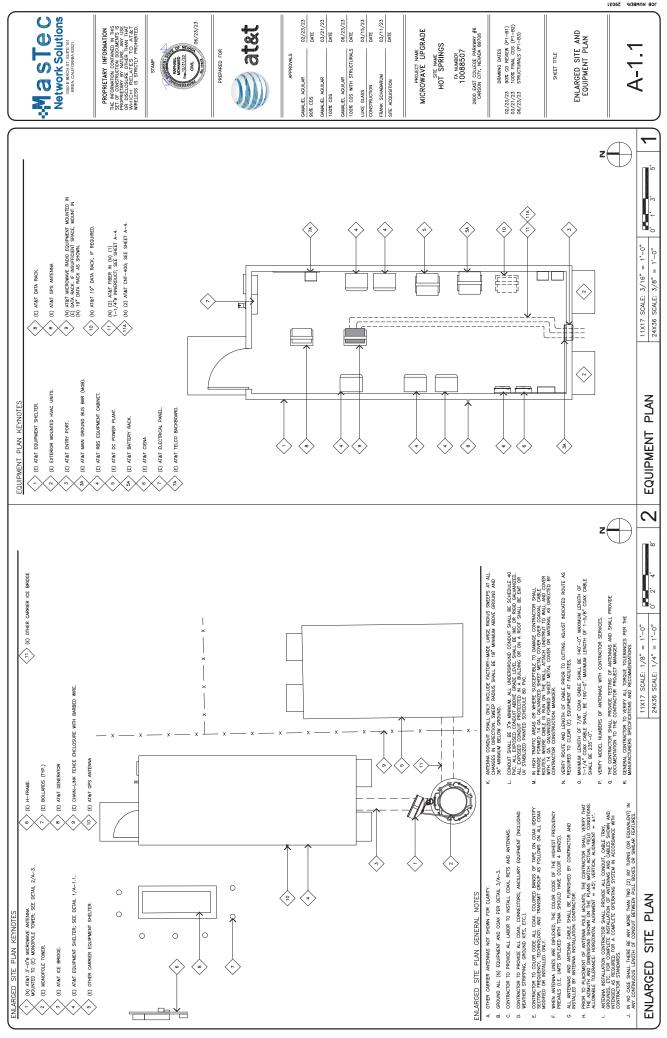
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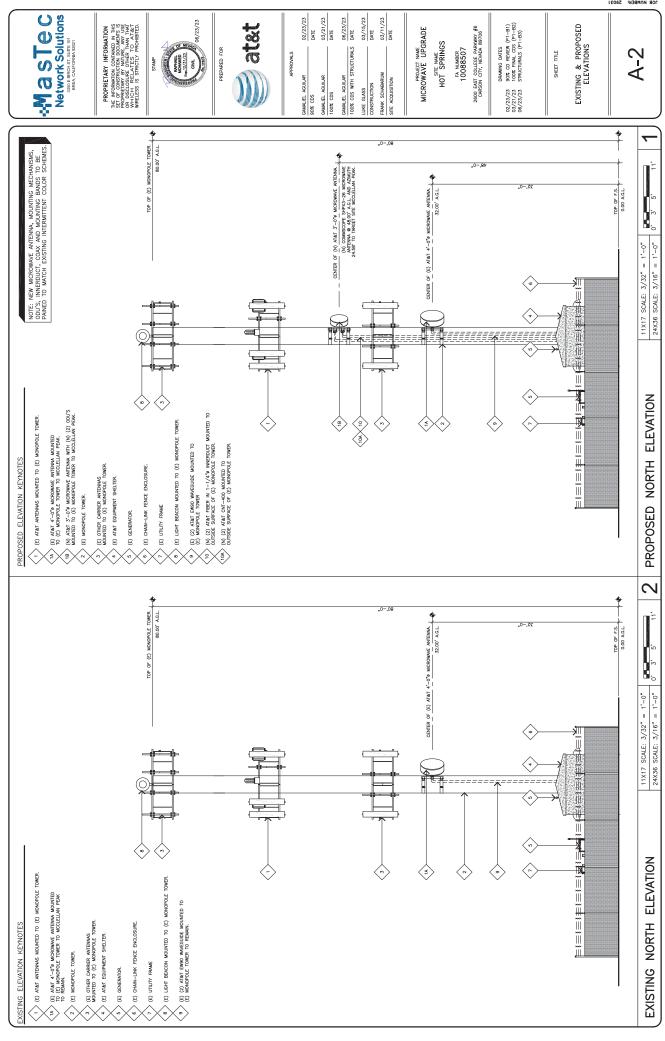
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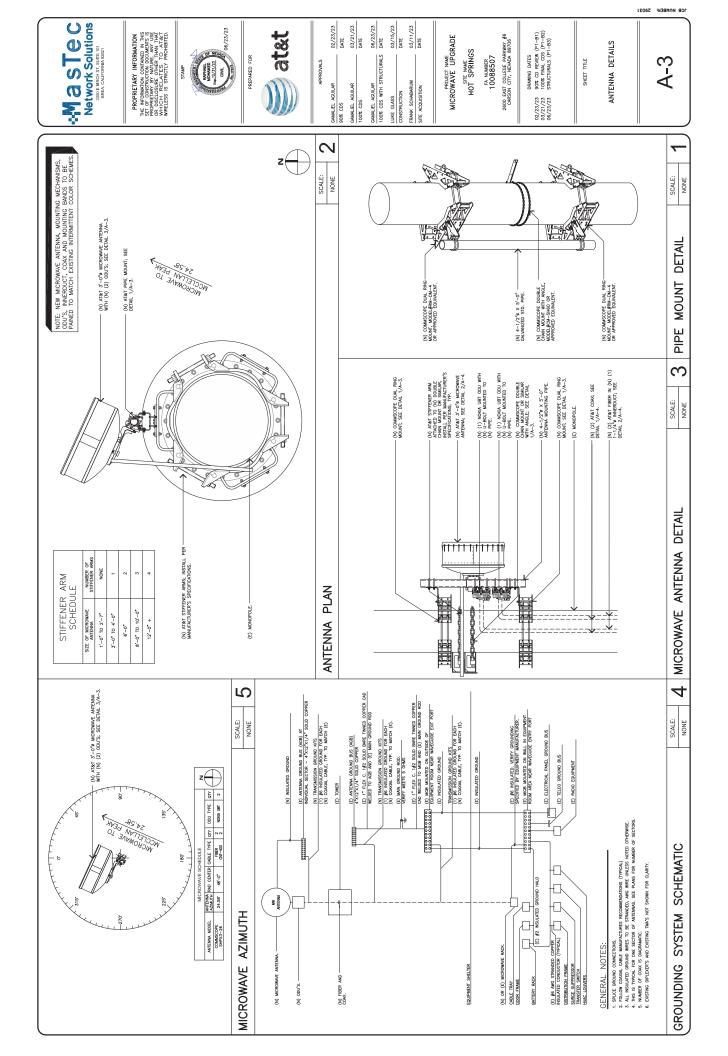
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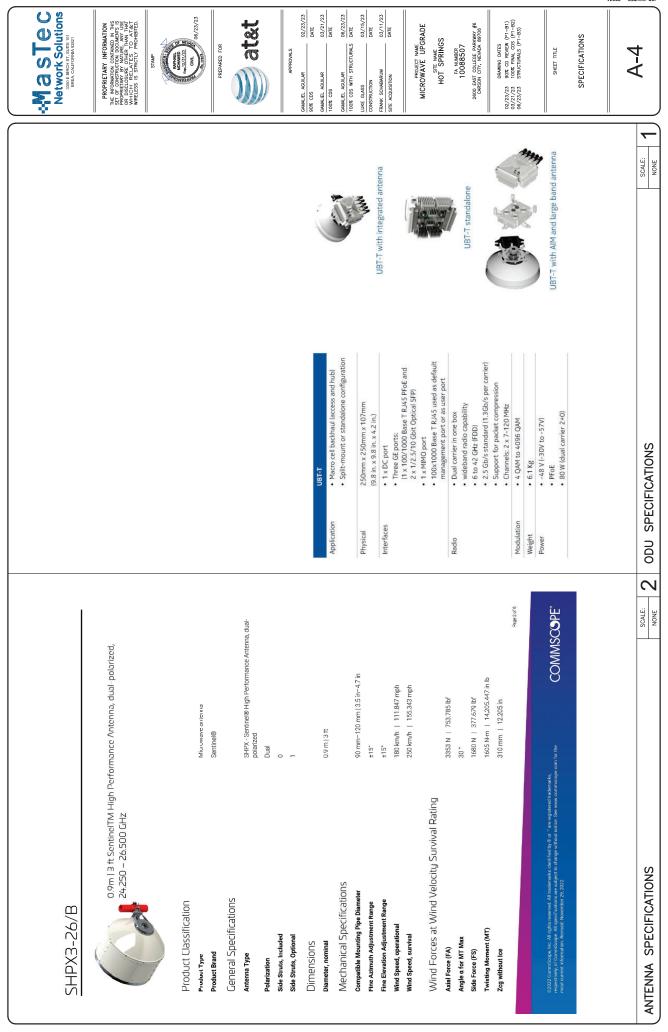






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HUBER+SUHNER DATA SHEET FIBER OPTIC CABLE: 02-G50/FSN/ZN)H-G60 Instatamente a a preliminary dati. All information is based on estimations to the best of our knowledge and therefore not binding. Information might change anytime without any notification.
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**CCAA BOARD MEMO** 

Agenda Item: H-1

BOARD MEMO 2024-14

Meeting Date: May 21, 2024

**Agenda Title**: FOR DISCUSSION AND POSSIBLE ACTION: APPROVE THE PROPOSED PARCEL MAP AND THE SEPARATION OF THE FIRE DEPARTMENT LAND (PARCEL 2) FROM THE AIRPORT PARCEL (PARCEL 1).

**Staff Summary:** The city would like to separate the fire department land from the airport parcel. Prior to the formation of the Airport Authority under NRS 844, the fire department area and Airport area overlapped. This Action is to correct the parcels so that the fire department is not on the Airport but remains City property adjacent to the Airport. The Fire Department area is already excluded on the Airport Master Plan and the Airport Layout Plan.

Agenda Action: Formal Action/Motion

Time Requested: 15 Minutes

# **Proposed Motion**

I move to approve the proposed parcel map and the separation of the fire department parcel from the airport.

# **CCAA'S Strategic Goal**

Maintain airport infrastructure in top condition.

# **Previous Action and Executive Summary**

Separating the two parcels will better delineate the fire department training area from the airport. The Airport Manager and the airport on call engineering consultant have reviewed the proposed changes and do not see any problems with the parcel changes as presented. There was some previous discussion to get it to this point.

# **Financial Information**

Is there a fiscal impact?  $\boxtimes$  No  $\square$  Yes

If yes, account name/number & amount:

General Fund/ Federal Share:

Is it currently budgeted?

# **Alternatives**

Do not approve.

# **Board Action Taken:**

Motion: \_\_\_\_\_\_ 1) \_\_\_\_\_ 2) \_\_\_\_\_

Aye/Nay

(Vote Recorded By)

Corey,

Following up on our conversation. Upon review of the proposed parcel map it appears that Parcel 2, as proposed, is entirely outside the airport property limits as shown on the approved Airport Layout Plan. The FAA authority over airport property is reflected on the FAA approved ALP, and given that this parcel 2 is outside the ALP limits we do not foresee any issues with the FAA.

Thanks,

Brian Martinezmoles, PE | Principal Engineer

Wood Rodgers, Inc. | <u>www.woodrodgers.com</u> | 775.823.5240 Direct 775.671.4972 Mobile <u>bmartinezmoles@WoodRodgers.com</u>

From: Corey Jenkins <cJenkins@flycarsoncity.com>
Sent: Wednesday, April 10, 2024 1:28 PM
To: Brian Martinezmoles <bmartinezmoles@WoodRodgers.com>
Cc: Dean Schultz <DSchultz@WoodRodgers.com>
Subject: RE: Parcel Map

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Brian,

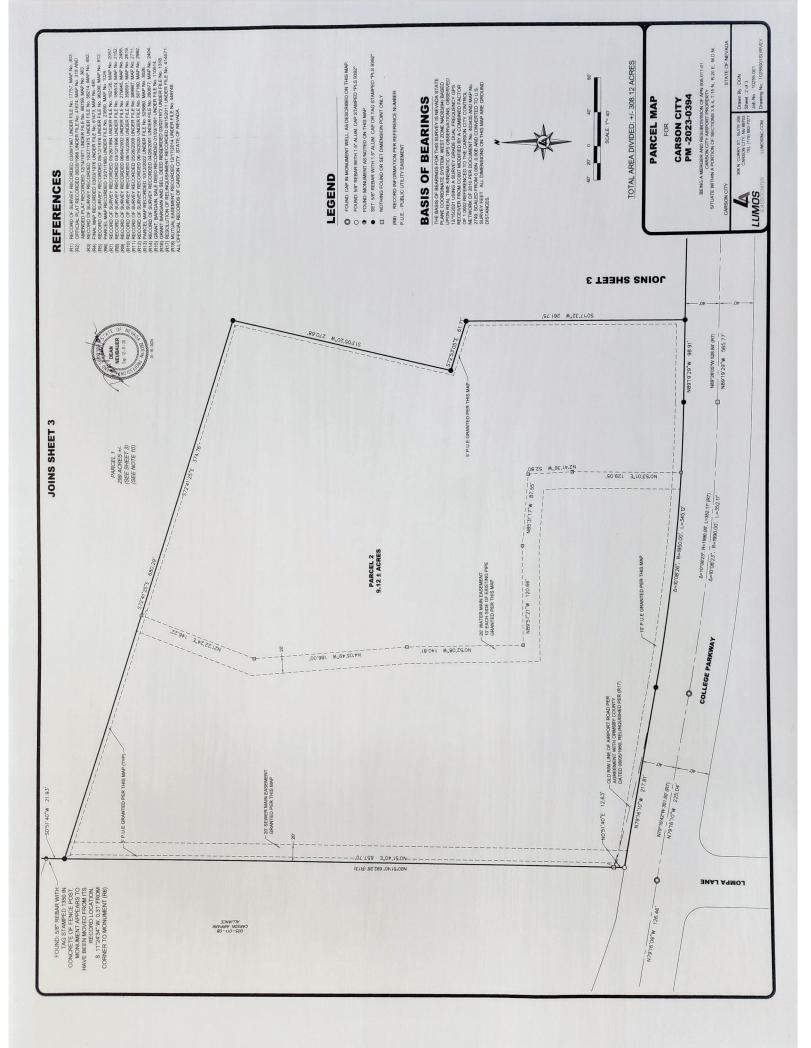
Any update on this, I would like to put the on the April Agenda that I am working on.

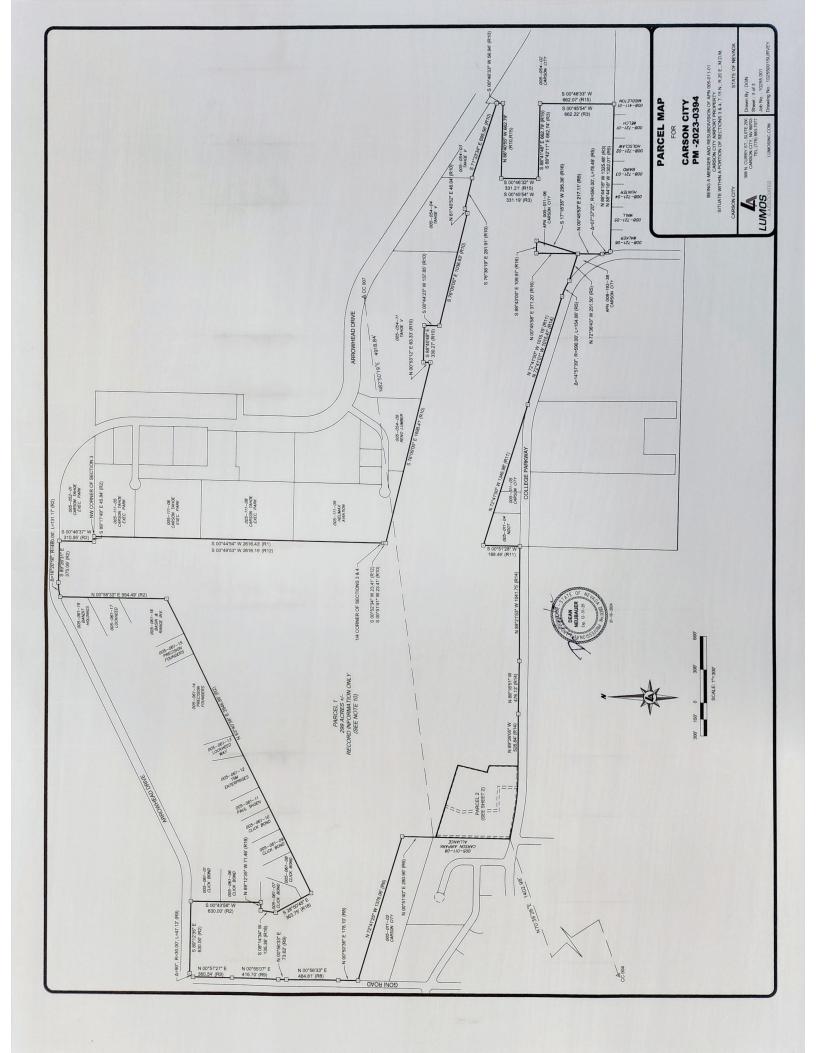
Thanks,

# Corey Jenkins, ACE

Airport Manager Carson City Airport 2600 College Parkway #6 Carson City, NV 89706 775-841-2255

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**CCAA BOARD MEMO** 

Agenda Item: H-2

BOARD MEMO 2024-15

Meeting Date: May 21, 2024

Agenda Title: FOR DISCUSSION AND POSSIBLE ACTION: APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR THE INSTALLATION OF FAA WEATHER CAMERAS ON THE AIRPORT OWNED AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) TOWER.

**Staff Summary:** When wildfire smoke is present at the airport, the AWOS visibility sensor reports visibility incorrectly. The FAA Weather Camera system will provide pilots with visual references so they can determine visibility during any conditions that will affect visibility. The Memorandum of Understanding is to allow the FAA to mount the cameras on the AWOS tower.

Agenda Action: Formal Action/Motion

Time Requested: 15 Minutes

## **Proposed Motion**

I move to approve the proposed Memorandum of understanding with the FAA for the installation of FAA Weather cameras on the AWOS tower.

## **CCAA'S Strategic Goal**

Provide for the safety and security of airport users.

## **Previous Action and Executive Summary**

In the summer of 2021, Carson City was engulfed in wildfire smoke from nearby wildfires. During the heavy smoke, it was determined that the AWOS was not reporting visibility correctly. The AWOS measures visibility based on moisture, not solid particles like that make up smoke. Already being aware of the FAA's plans to develop an aviation weather camera system for airports, the Airport

Manager and board member Hamilton began the process of contacting the FAA to request them to install the new system at Carson City Airport. The FAA was already implementing test sites in Colorado at the time, but they put us on their list to be considered for the system following the test sites in Colorado. This Memorandum of Understanding will make CXP one of the first airports in Nevada to get this new system. It will also make sure that Pilots have a tool available to them to formally determine visibility, even during wildfire smoke events.

## **Financial Information**

Is there a fiscal impact?  $\square$  No  $\square$  Yes

If yes, account name/number & amount:

General Fund/ Federal Share:

Is it currently budgeted?

## **Alternatives**

Do not approve.

## **Board Action Taken:**

Motion: \_\_\_\_\_\_ 1) \_\_\_\_\_ 2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

·····

(Vote Recorded By)

#### MEMORANDUM OF UNDERSTANDING BETWEEN

#### THE FEDERAL AVIATION ADMINISTRATION

#### AND

#### CARSON CITY AIRPORT AUTHORITY

#### 690EG4-24-L-00045

#### 1. Parties

The parties to this Memorandum of Understanding ("MOU") are the Federal Aviation Administration ("FAA") and the Carson City Airport Authority, ("the Airport").

#### 2. Objectives

The objective of this MOU is to describe the responsibilities for the installation and operations of an FAA weather camera site at the Carson City Airport, Nevada.

Latitude: N39.190330

Longitude: W119.729820

#### 3. <u>Responsibilities of the Parties</u>

FAA: Accomplish all installation, maintenance, and operation activities.

(a) Description: The Carson City Automated Weather Observing Station (AWOS) was chosen as the best option.

(b) Space and facilities: The cameras will be mounted near the top of an existing 20-foot free standing ROHN 45G tower to obtain the pilot views requested. The camera control unit (CCU) and the lightening arrestor unit (LAU) would be mounted near the base of the tower. Ample space is available for the cameras and all supporting electronics. AC power is currently available from a nearby circuit breaker panel. Power for the cameras and networking equipment would be fed from a dedicated breaker in the panel or nearby electrical outlet.

#### 4. Funding

**No funds are obligated under this MOU.** Each party shall bear the full cost it incurs in performing, managing, and administering its responsibilities under this MOU.

#### 5. Warranties

Neither the FAA nor the Airport makes any express or implied warranty as to any matter arising under this MOU.

#### 6. Protection of Confidential/Privileged Information

Each party shall take appropriate measures to protect proprietary, privileged or otherwise confidential information obtained as a result of its activities under this MOU.

#### 7. Construction

The parties understand and agree that this Memorandum of Understanding does not confer any legal rights, duties or obligations on either party and is not subject to dispute in any forum. Neither party is authorized or empowered to act on behalf of the other with regards to any matter, and neither party shall be bound by the acts or conduct of the other in connection with any activity under this MOU. This provision shall survive termination of this MOU.

#### 8. Effective Date/Term/Termination

This MOU shall be effective on the date of the last signature of the parties and shall remain in force until terminated by mutual agreement or unilaterally by either party upon 30 days notice to the other party.

#### 9. Changes / Modifications

Changes and/or modifications to this Understanding shall be in writing and signed by both parties.

Carson City Airport Authority 2600 College Parkway Ave Carson City, Nevada 89706 Federal Aviation Administration Real Estate Specialized Acquisitions Branch 2200 S. 216th Street Des Moines, WA 98198

#### 10. Authority

The authority for this MOU is 49 U.S.C. 106 (f)(2)(A) and 106(/) and (m).

Ву:	Ву:
Title:	Title: Real Estate Contracting Officer
Date:	Date:



**CCAA BOARD MEMO** 

Agenda Item: H-3

## BOARD MEMO 2024-16

Meeting Date: May 21, 2024

# **Agenda Title**: FOR DISCUSSION AND POSSIBLE ACTION: APPROVE THE AGREEMENT TO EXTEND TIME AND AVOID LEASE TERMINATION WITH CARSON TAHOE EXECUTIVE, LLC (CTE).

**Staff Summary:** CTE has made a considerable effort to develop the parcels APN 005-02-105 and 005-02-106 according to the agreement to postpone or avoid lease termination. More time than what was originally allotted is required to accommodate their development plans. Approving the additional time is mutually beneficial for CTE and the Airport.

Agenda Action: Formal Action/Motion

Time Requested: 15 Minutes

## **Proposed Motion**

I move to approve the agreement to extend time and avoid lease termination with Carson Tahoe Executive.

## **CCAA'S Strategic Goal**

Maintain financial stability. Support economic activity in the region.

## **Previous Action and Executive Summary**

September 4, 2008 (Item 3-1) – The Carson City Board of Supervisors approved the original lease and an assignment to KCXP Investments, LLC.

November 16, 2022 (Item H-1) – The Carson City Airport Authority approved a notice of default for KCXP Investments, LLC for failure to develop the land in accordance with the lease.

February 15, 2023 (Item H-1) – The Carson City Airport Authority approved an agreement with KCXP Investments to avoid default.

September 20, 2023 (Item H-2) – The Carson City Airport Authority approved an assignment of the lease and the agreement to avoid default to Carson Tahoe Executive.

When the Airport Authority moved the fuel island in 2008, it moved the hangar storage portion of that lease to an open area along Taxiway C. Per an agreement between the fuel tenant and Tom Gonzales, the Authority approved an assignment of that lease to KCXP Investments, LLC. The lease required that the construction of hangars be completed within 2 years. The real estate market had a steep downturn shortly after and Mr. Gonzales appeared before the Authority to request some leniency on the 2-year requirement, so the Authority told him he could have a few more years to construct. Over the years, requests have been made to Mr. Gonzales to follow through with hangar construction. In December of 2021, the Airport Manager sent a letter notifying Mr. Gonzales that action would be taken to terminate the lease unless he moved ahead with hangar construction as required by the lease. In January of 2022, Mr. Robert Reid, a hangar manager for KCXP Investments, LLC, contacted the Airport Manager and told him they were working on a development plan with other parties. The airport authority decided to grant additional time for construction with conditions that include quarterly updates and a non-refundable deposit.

Carson Tahoe Executive has demonstrated they are working diligently to develop the parcel. More time is required for them to complete their plans and to meet all the requirements to develop the new hangars. Following negotiations with Airport Staff and Legal Counsel, the Agreement to Extend time will allow for construction plans to be submitted to the CCAA and governmental offices for approval by December 1, 2024, and all construction will be completed within 18 months thereafter, i.e. by May 1, 2026. Allowing the additional time will ultimately be the best solution for the airport.

## **Financial Information**

Is there a fiscal impact?  $\boxtimes$  No  $\square$  Yes

If yes, account name/number & amount:

General Fund/ Federal Share:

Is it currently budgeted?

## <u>Alternatives</u>

Do not approve.

## **Board Action Taken:**

Motion: \_\_\_\_\_\_ 1) \_\_\_\_\_ 2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

(Vote Recorded By)

#### AGREEMENT TO EXTEND TIME; AVOID LEASE TERMINATION; CARSON CITY AIRPORT AND CARSON TAHOE EXECUTIVE, LLC; Taxiway C lease

This Agreement between the CARSON CITY AIRPORT AUTHORITY ("CCAA"), whose address is 2600 E. College Parkway #6 Carson City, Nevada 89706, and CARSON TAHOE EXECUTIVE, LLC, a Nevada limited liability company ("Tenant"), whose address is 3700 Barron Way, Suite 2, Reno, NV 89511, is made to document the agreement reached at the meeting of the CCAA on May 21, 2024 during which the CCAA and Tenant agreed as follows:

CCAA will extend the time regarding the deadlines to avoid the Termination of Tenant's Taxiway C Lease which is held under document Nos. 382385 recorded September 5, 2008 (underlying lease), and 543528 recorded November 17, 2023 (assignment to Tenant) upon the following terms:

1. Tenant will proceed with plans to construct a hangar system on the leasehold, and provide written progress reports quarterly to the Airport Manager showing good faith progress by Tenant.

2. Tenant will complete construction plans and submit them to the CCAA and governmental offices for approval by December 1, 2024, subject to Force Majeure below.

3. Tenant will complete all construction within 18 months thereafter, i.e. by May 1, 2026.

4. Force Majeure: The construction plan filing and commencement deadlines shall be extended for such period of time as construction is prevented or delayed due to strikes, labor disputes, supply chain/vendor delays, fire, earthquake, floods and other out of the ordinary actions of the elements, pandemic, enemy invasion, wars, insurrection, sabotage, laws, orders or actions of governmental, civil or military authorities, governmental restrictions, riot, civil commotion and unavoidable casualty (an "Excusable Delay"). Tenant shall provide CCAA with written notice within 5 days of such event causing the prevention of Tenant's ability to meet the deadline.

Absent an Excusable Delay and notice to CCAA, in the event that the Tenant fails to provide the progress reports or meet the construction deadlines (plans and construction), the lease will terminate. COREY JENKINS, Airport Manager

JAMES PICKETT, CARSON TAHOE EXECUTIVE, LLC. Dated

Dated \_\_\_\_\_

CCAA Approved at May 21, 2024 Meeting:

TIM PULIZ, Chairman



May 21, 2024

### Carson City Airport Manager's Report Prepared by Corey Jenkins

#### Managers' Report

- Crack Seal Project
  - The connector between Bravo and Delta and a small section along Carson Executive Hangar Association are remaining.
- ACIP Meetings and Planning
  - Coffman and Associates has prepared a letter to send to the FAA providing them with the data supporting the runway extension from the Master Plan and Letters of Support.
  - We have requested a follow-up meeting with the FAA
- The tentative budget.
  - We had to make some formatting corrections that are included in the final budget.
- Carson City Chamber Leadership Institute
  - The Amphitheater project is complete.
  - We had a tour of the City and State emergency operations centers and dispatch. Learning more about the specifics of those operations at the City and State will be helpful in the event of a large emergency in the area.
- Airport Operations and Fuel
  - Updated operations and fuel numbers will be included at next month's meeting.
- The streetlights in the south parking lot have been converted to solar lights and are now operational.
- The disabled aircraft on the south ramp has been moved to a hangar and will be removed from the airport soon.
- An additional report from Airport Operations is attached.

## Fuel Flowage

Total								
	Self-S	Serve	Full-S	Full-Service		Total Combined		
Month	100LL	Jet A	100LL	Jet A	Gallons	Fuel Flowage Fee	Annual Change	
January-24	5932	1389	2655	10751	20727	\$ 1,036.36	97%	
February-24	6355	637	1343	13511	21847	\$ 1,092.34	12%	
March-24	7206	353	2737	13374.9	23670	\$ 1,183.51	52%	
April-24	0	0	0	0	0	\$-	-100%	
May-24	0	0	0	0	0	\$-	-100%	
June-24	0	0	0	0	0	\$-	-100%	
July-24	0	0	0	0	0	\$-	-100%	
August-24	0	0	0	0	0	\$-	-100%	
September-24	0	0	0	0	0	\$-	-100%	
October-24	0	0	0	0	0	\$-	-100%	
November-24	0	0	0	0	0	\$-	-100%	
December-24	0	0	0	0	0	\$-	-100%	

## Aircraft Operations

2024 ADS-B Airport Operations								
Month	Arrivals	Departures	Total Operations	Annual Change				
January-24	1457	1483	2940	32%				
February-24	1295	1265	2560	-27%				
March-24	1238	1242	2480	0%				
April-24	0	0	0	-100%				
May-24	0	0	0	-100%				
June-24	0	0	0	-100%				
July-24	0	0	0	-100%				
August-24	0	0	0	-100%				
September-24	0	0	0	-100%				
October-24	0	0	0	-100%				
November-24	0	0	0	-100%				
December-24	0	0	0	-100%				
Total Annual	3990	3990	7980	-87%				

## May 5, 2024 CARSON CITY AIRPORT

## RESULTS OF ADDITIONAL OPERATIONS/AIRFIELD MAINTENACE STAFF AND MODIFIED WORK SCHEDULE.

In September 2023, an additional operations/airfield maintenance technician (Cody Puchalski) was hired at the Carson City Airport. The intent was not only to increase staff available for ops/maintenance duties, but also to extend the days and hours of ops/maintenance staff presence at the airport. On April 8<sup>th</sup>, 2024, after completing six months of training in all areas of airport operations and airfield maintenance, Cody (and Rick Lee) began working a 4-day, 10-hour work schedule with Rick working Sunday through Wednesday and Cody working Wednesday through Saturday (7am to 5:30pm each day).

From the onset, having a second ops/maintenance technician has proven to be beneficial to the Airport. In addition to receiving daily training, Cody assisted with ongoing maintenance at the airport. Many projects that had been deferred for more critical maintenance were completed. A few examples follow: Repainted large "Carson City Airport" sign in the southeast gravel area along College Parkway. Damaged handicap parking signs in the terminal parking lot were repaired and re-installed. Wildlife dig barriers were installed along the north fence line between gate 4 and the northeast corner of the perimeter fence. Repair of erosion damage to the perimeter fence line along the north side of taxiway Charlie. Asphalt milling installation around airfield lights and signs (48 lights and 9 signs to date). Cody has been trained to operate all snow removal equipment currently on hand and assisted with snow removal on four snow events during the 2023-2024 snow season. Additionally, Cody has assisted with 3 airfield incidents that involved disabled aircraft on the runway or taxiways.

The new work schedule was initiated as airport ops/maintenance staff began its vegetation control for the season. Cody has assisted with large area and spot spraying of pre and post emergent herbicides resulting in completion far earlier than past seasons. The most apparent improvement has been the progress made mowing the infield areas of the airport. In the period from April 8<sup>th</sup> to May 5<sup>th</sup>, both sides of the runway infield have been mowed full length to include the areas around the blast pads, the south side of taxiway Alpha full length and the north side of Alpha between A1 and A3. This progress is easily one month ahead of previous years with one ops/maintenance technician. This progress will allow for additional mowing in undeveloped areas of the airport that have not been done recently or at all and more timely follow up mowing on infield areas to keep up with regrowth as the season progresses.

Another goal of hiring an additional ops/maintenance employee and implementing the new schedule was to have more time available for Rick to be more involved with project management. Since October 2023 he has coordinated with the airport manager and contractors for project site evaluations, receipt of bids, scheduling project work dates, and activation of NOTAMs as required during the projects. Projects worked on to date are the repair of lighting on the south ramp (December 2023), crack sealing taxiways Bravo and Charlie full length (March/April 2024) and the installation of solar LED lighting for the terminal parking lot (projected completion May 30<sup>th</sup>, 2024). In addition, Rick continues to coordinate with contractors for the Echo-Delta (Ortiz) hangars, and the new hangar construction along the east side of taxiway Bravo to assist with gate access and ensure compliance with FAA and airport regulations regarding vehicle/equipment operation, FOD clean up, and pavement closures or NOTAMs as needed during the project.

Moving forward, the safety, functionality and overall appearance of the airport will continue to improve as a result of the additional staff and modified work schedule.