



# CCAA BOARD MEMO

Agenda Item: H-1

BOARD MEMO 2024-19

Meeting Date: September 18, 2024

**Agenda Title:** FOR DISCUSSION AND POSSIBLE ACTION: APPROVAL OF A LICENSE AGREEMENT FOR THE SOLICITATION OF AN FBO TO MANAGE AIRPORT-OWNED TIE-DOWNS ON THE NORTHWEST RAMP

**Staff Summary:** The airport does not operate an FBO and lacks the resources to properly manage the tie-downs on the northwest ramp. Approval of the license agreement and the solicitation of a commercial service FBO to manage the tie-downs will increase airport revenues, improve the airport user experience, and provide mutual benefits for all parties.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 15 Minutes

---

## **Proposed Motion**

I move to approve the draft license agreement and solicitation of an FBO to manage the tie-downs on the northwest ramp.

## **CCAA'S Strategic Goal**

Support economic activity in the region.

## **Previous Action and Executive Summary**

The airport does not operate an FBO and lacks adequate staff to manage the tie-down spaces on the northwest ramp. It is also in the best interest of the community for the airport not to compete with the commercial FBO's on the field. Instead, it is more appropriate for the airport to create opportunities for small businesses. Soliciting a commercial service FBO to manage the tie-downs on the northwest ramp is an opportunity to increase revenues, improve customer service, and contribute to the local economy.

The rate in the license agreement was determined based on the current rate of the tie-down rentals on the northwest ramp.

**Financial Information**

Is there a fiscal impact?

No  Yes

If yes, account name/number & amount:

General Fund 3099: Monthly increase of \$11.37 per tie-down for a total of \$284.25 per month.

General Fund/ Federal Share:

Is it currently budgeted? Yes

**Alternatives**

Do not approve.

Suggest an alternative plan.

**Board Action Taken:**

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

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

## **TIE-DOWN LICENSE AGREEMENT**

This Tie-Down License Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the **Carson City Airport Authority**, the governing authority over the Carson City Airport ("Licensor"), with an address of 2600 College Parkway #6, Carson City, Nevada 89706 (email: [airportmanager@flycarsoncity.com](mailto:airportmanager@flycarsoncity.com)) and \_\_\_\_\_ ("Licensee"), with an address of \_\_\_\_\_ (email: \_\_\_\_\_).

### **WITNESSETH:**

WHEREAS, Licensor is entity authorized by NRS 844 to govern the Carson City Airport, along with the right to contract with any person to provide services as necessary or desirable to the Airport. (NRS 844, Sec 9).

WHEREAS, Licensor is the entity entitled to collect fees for certain improved aircraft tie-downs located on Parcel Number 005-01-193 at the Carson City Airport; and

WHEREAS, Licensee desires to license twenty-five (25) of said improved tie-downs from Licensor for the purpose of securing aircraft, of its own or others.

THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

#### **1. LICENSE OF TIE-DOWNS.**

Licensor hereby license to Licensee, and Licensee hereby licenses from Licensor, twenty-five (25) improved aircraft tie-downs located on Parcel Number 00501193 at Carson City Airport.

#### **2. TERM.**

The term of this Agreement shall commence on \_\_\_\_\_, 2024, and shall continue for a period of five (5) years, with a renewal of five (5) years, unless terminated earlier in accordance with the provisions of this Agreement.

#### **3. FEE.**

Licensee shall pay to Licensor an initial license fee of **Eleven Dollars and Thirty-Seven Cents (\$11.37)** per tie-down, per month, for a total monthly license fee of **Two Hundred Eighty-Four Dollars and Twenty-Five Cents (\$284.25)** for the twenty-five (25) tie-downs.

#### **4. PAYMENT TERMS.**

Rent payments shall be due and payable on the first day of each month, commencing on \_\_\_\_\_, 2024. All payments shall be made payable to the Carson City Airport Authority and delivered to the address specified by Licensor. The failure to pay the fee, or the violation of any law, regulation or ordinance, shall constitute a default by Licensee. Assignee shall have ten (10) days from the date of written notice from Licensor to cure the default, failing which the Agreement shall be terminated.

#### **5. CONSUMER PRICE INDEX ADJUSTMENT.**

The adjustment of the license described above shall occur first on January 1, 2026, then at two-year anniversary intervals from January 1, 2026, during the term of this Lease. Such adjustment of license shall be based upon the percentage change reflected by the Consumer Price Index (hereinafter called the "Price Index") for the preceding two-year period. The Price index shall mean

the average for “all items” shown on the “U.S. City Average for All Urban Consumers” as promulgated by Bureau of Legal Statistics of the U.S. Department of Labor, as amended or replaced by the Bureau of Legal Statistics. Licensor shall measure each two-year adjustment using the most recently available report, recognizing that it may be necessary to use a 2-year period with a final quarter ending prior to each January 1 adjustment date. In no event, however, shall any decrease in the Price Index result in a decrease of the license below the base rate set forth in Section 3 of this license agreement. For example, if the Price Index for December 2026 is 155.0, and for December 2024 was 150.0, then the rent would be adjusted by the difference (155.0-150.0) divided by 150.0 which equals a 3.3% increase.

**6. USE OF TIE-DOWNS.**

Licensee shall use the tie-downs exclusively for the purpose of securing aircraft, and may rent or license others to tie-down. Licensee shall not use the tie-downs for any unlawful purpose or in any manner that would violate any applicable laws, regulations, or ordinances. Approval of this lease constitutes approval of FBO services for storage of aircraft. (Class 1 FBO; no Class 2 fees)

**7. MAINTENANCE AND REPAIRS.**

Licensee shall, at its own expense, maintain the existing tie-down mechanisms and pavement marking in good condition and repair, reasonable wear and tear excepted. The Licensor shall be responsible for any structural repairs or improvements to the tie-downs.

**8. SNOW, ICE AND WEED REMOVAL.**

The Licensee agrees to remove snow, Ice and weeds from the areas leased and herein described. The Licensor, may at the request of Licensee, assist Licensee in Snow, ice and weed I removal. In the event of Licensor assistance, Licensee agrees to hold Licensor harmless from all liability for damage caused by such assistance on leased property.

**9. INDEMNITY AND INSURANCE.**

Licensee agrees to indemnify and hold harmless Licensor from all claims, liabilities, or damages arising out of or related to Licensee's use of the tie-downs. Licensee shall, at its own expense, maintain liability insurance in an amount sufficient to cover any such claims or damages. Licensee shall name Licensor as an additional insured and shall provide evidence of the same to Licensor.

**10. TERMINATION.**

Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. In the event of termination by Licensor, Licensee shall be entitled to a prorated refund of any prepaid rent.

**11. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

**12. AMENDMENTS.**

Any amendments or modifications to this Agreement must be in writing and signed by both parties. Licensee may not assign this Agreement without prior approval of Licensor.

**13. INDEMNIFICATION.**

To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, Licensor and Licensee shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents arising in connection to this lease. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

**14. REPORTING.**

Anything that affects the safe and efficient operation of the Airport shall be immediately reported to the Airport Manager.

**15. GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the Federal Government, State of Nevada, City of Carson City, and Rules and Regulations of the Carson City Airport Authority. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the Licensor and the United States, relative to the development, operation, or maintenance of the Airport.

**16. PROPER AUTHORITY.**

Licensor and Licensee represent and warrant that the person executing this lease on behalf of each party has full power and authority to enter into this lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LICENSEE

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Name

LICENSOR

CARSON CITY AIRPORT AUTHORITY

By \_\_\_\_\_  
Tim Puliz, CHAIRMAN

ATTEST:

\_\_\_\_\_  
Jon Rogers, TREASURER

STATE OF NEVADA            )  
  : ss  
COUNTY OF \_\_\_\_\_  )

On this \_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public, personally appeared \_\_\_(NAME OF LICENSEE)\_\_\_, known to me (or proved to me) to be the person described herein, who executed the foregoing instrument, and he acknowledged to me, that he has the requisite authority and executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
NOTARY PUBLIC (SEAL)