

8. For possible action: Matters pertaining to the 28 City-owned general aviation hangars (specifically identified as hangars: TW 1-2, TW 1-4, TW 1-6, TW 1-8, TW 1-10, TW 1-12, TW 1-14, TW 2-1, TW 2-2, TW 2-3, TW 2-4, TW 2-5, TW 2-6, TW 2-7, TW 2-8, TW 2-9, TW 2-10, TW 2-11, TW 2-12, TW 2-13, TW 2-14, TW 3-1, TW 3-3, TW 3-5, TW 3-7, TW 3-9, TW 3-11, and TW 3-13) at the Boulder City Municipal Airport (as requested by Council member Cokie Booth):
 - A. Discussion and possible direction on whether to enter into longer-term lease agreements than the current month-to-month rental agreements for the 28 City-owned general aviation hangars at the Boulder City Municipal Airport within the parameters set by state law and the City Charter
 - B. Resolution No. 7724, a resolution of the City Council of Boulder City, Nevada, authorizing the appraisal of the 28 City-owned general aviation hangars located at the Boulder City Municipal Airport



BOULDER CITY
CITY COUNCIL

MAYOR
JOE HARDY

COUNCIL MEMBERS:
COKIE BOOTH
MATT FOX
SHERRI JORGENSEN
STEVE WALTON



MEETING LOCATION:
CITY COUNCIL CHAMBER
401 CALIFORNIA AVENUE
BOULDER CITY, NV 89005

MAILING ADDRESS:
401 CALIFORNIA AVENUE
BOULDER CITY, NV 89005

WEBPAGE:
WWW.BCNV.ORG



CITY MANAGER:
TAYLOUR TEDDER, ICMA-CM, CECd

CITY ATTORNEY:
BRITTANY LEE WALKER, ESQ

CITY CLERK:
TAMI MCKAY, MMC, CPO

ADMINISTRATIVE SERVICES DIRECTOR:
BRYCE BOLDT

COMMUNITY DEVELOPMENT DIRECTOR:
MICHAEL MAYS, AICP

PUBLIC WORKS DIRECTOR:
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POLICE CHIEF:
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FINANCE DIRECTOR:
CYNTHIA SNEED, CPA, CGFM

PARKS & RECREATION DIRECTOR:
ROGER HALL

City Council Meeting November 14, 2023 Item No. 8 Staff Report

TO: Mayor and City Council
FROM: Council Member Cokie Booth
DATE: November 14, 2023

SUBJECT:

For possible action: Matters pertaining to the 28 City-owned general aviation hangars (specifically identified as hangars: TW 1-2, TW 1-4, TW 1-6, TW 1-8, TW 1-10, TW 1-12, TW 1-14, TW 2-1, TW 2-2, TW 2-3, TW 2-4, TW 2-5, TW 2-6, TW 2-7, TW 2-8, TW 2-9, TW 2-10, TW 2-11, TW 2-12, TW 2-13, TW 2-14, TW 3-1, TW 3-3, TW 3-5, TW 3-7, TW 3-9, TW 3-11, and TW 3-13) at the Boulder City Municipal Airport (as requested by Council member Cokie Booth):

A. Discussion and possible direction on whether to enter into longer-term lease agreements than the current month-to-month rental agreements for the 28 City-owned general aviation hangars at the Boulder City Municipal Airport within the parameters set by state law and the City Charter

B. Resolution No. 7724, a resolution of the City Council of Boulder City, Nevada, authorizing the appraisal of the 28 City-owned general aviation hangars located at the Boulder City Municipal Airport

Business Impact Statement:

This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

Action Requested: That City Council discuss and provide direction on whether to enter into longer-term lease agreements than the current month-to-month rental agreements for the 28 City-owned general aviation hangars at the Boulder City Municipal Airport within the parameters set by state law and the City Charter, and consider the resolution authorizing the appraisal of the 28 City-owned general aviation hangars located at the Boulder City Municipal Airport.

Overview:

- The City currently owns 28 hangars which are rented to tenants on a month-to-month basis.
- Nevada Revised Statutes (NRS) and the City Charter require City properties to be appraised before offering parcels for lease or sale.
- City Charter requires that the City Council authorize the appraisal.
- Appraisal would be used to establish a base rate for a longer term lease agreement.

Background Information: The City currently owns hangars located on taxilanes 1, 2 and 3, and specifically identified as follows:

TW 1-2, TW 1-4, TW 1-6, TW 1-8, TW 1-10, TW 1-12, TW 1-14, TW 201, TW 2-2, TW 2-3, TW 2-4, TW 2-5, TW 2-6, TW 2-7, TW 2-8, TW 2-9, TW 2-10, TW 2-11, TW 2-12, TW 2-13, TW 2-14, TW 3-1, TW 3-3, TW 3-5, TW 3-7, TW 3-9, TW 3-11, and TW 3-13.

In 2020, the ground lease pursuant to which these hangars were built expired and the ownership of the hangars vested with the City upon expiration. The hangars were appraised and on June 23, 2020, the City Council approved a month-to-month rental agreement, at the then current appraised value with an annual escalation based upon the consumer price index of not less than two percent (2%) or more than six percent (6%) in any given year.

Current hangar month-to-month rental rates are \$4.56 per square foot annually. Monthly rents vary based on square footage of the hangar and range between \$478.63-\$698.95 per month.

These leases are considered “gross” leases where the City, as landlord, is responsible for maintenance and repair of the hangar structure and electrical systems. Another building lease type available to the City is what is known as a “triple-net” lease which requires the tenant to maintain and repair the hangar.

Nevada law and the City Charter require any new dispositions of land such as leases to be competitively bid. This means that the City cannot directly negotiate a new lease with a party directly unless an exception applies. One such exception is NRS 268.064 which allows leases of a building less than 25,000 square feet in area to be leased directly to a person without a competitive bid. However, the City Charter separately requires the lease be “at or above the current appraised value, and such appraisal and advertisement shall be previously ordered by the Council.” (Boulder City Charter Section 140.1.B. NRS 268.064 also provides that the duration of such a lease cannot be longer than 3 years with a 2-year extension.

Financial: Unknown at this time.

Department Recommendation: That City Council discuss and provide direction on whether to enter into longer-term lease agreements than the current month-to-month rental agreements for the 28 City-owned general aviation hangars at the Boulder City Municipal Airport within the parameters set by state law and the City Charter, and consider Resolution No. 7724 authorizing the appraisal of the 28 City-owned general aviation hangars located at the Boulder City Municipal Airport.

Attachment:

Relevant NRS & City Charter provisions

Hangar Rental Agreement

Resolution

Airport Hangar Location Map

NRS 268.059 Sale or lease of certain real property: Appraisal required; qualifications and selection of appraisers; disclosure statements; interest of appraiser or related person in property or adjoining property in certain cities prohibited; effect of sale or lease in violation of section.

1. Except as otherwise provided in [NRS 268.048](#) to [268.058](#), inclusive, [268.064](#), [278.479](#) to [278.4965](#), inclusive, and subsection 4 of [NRS 496.080](#), except as otherwise required by federal law, except as otherwise required pursuant to a cooperative agreement entered into pursuant to [NRS 277.050](#) or [277.053](#) or an interlocal agreement in existence on October 1, 2004, except if the governing body is entering into a joint development agreement for real property owned by the city to which the governing body is a party, except for a lease of residential property with a term of 1 year or less, except for the sale or lease of real property to a public utility, as defined in [NRS 704.020](#), to be used for a public purpose, except for the sale or lease of real property to the State or another governmental entity and except for the sale or lease of real property larger than 1 acre which is approved by the voters at a primary or general election, primary or general city election or special election, the governing body shall, when offering any real property for sale or lease:

(a) Except as otherwise provided in this paragraph and paragraph (h) of subsection 1 of [NRS 268.061](#), obtain two independent appraisals of the real property before selling or leasing it. If the governing body holds a public hearing on the matter of the fair market value of the real property, one independent appraisal of the real property is sufficient before selling or leasing it. The appraisal or appraisals, as applicable, must be based on the zoning of the real property as set forth in the master plan for the city and must have been prepared not more than 6 months before the date on which real property is offered for sale or lease.

(b) Select the one independent appraiser or two independent appraisers, as applicable, from the list of appraisers established pursuant to subsection 2.

(c) Verify the qualifications of each appraiser selected pursuant to paragraph (b). The determination of the governing body as to the qualifications of the appraiser is conclusive.

2. The governing body shall adopt by ordinance the procedures for creating or amending a list of appraisers qualified to conduct appraisals of real property offered for sale or lease by the governing body. The list must:

(a) Contain the names of all persons qualified to act as a general appraiser in the same county as the real property that may be appraised; and

(b) Be organized at random and rotated from time to time.

3. An appraiser chosen pursuant to subsection 1 must provide a disclosure statement which includes, without limitation, all sources of income of the appraiser that may constitute a conflict of interest and any relationship of the appraiser with the property owner or the owner of an adjoining property.

4. An appraiser shall not perform an appraisal on any real property offered for sale or lease by the governing body if:

(a) The appraiser has an interest in the real property or an adjoining property;

(b) The real property is located in a city in a county whose population is 45,000 or more and any person who is related to the appraiser has an interest in the real property or an adjoining property and the relationship between the appraiser and the person is within the third degree of consanguinity or affinity; or

(c) The real property is located in a city in a county whose population is less than 45,000 and any person who is related to the appraiser has an interest in the real property or an adjoining property and the relationship between the appraiser and the person is within the second degree of consanguinity or affinity.

5. If real property is sold or leased in violation of the provisions of this section:

(a) The sale or lease is void; and

(b) Any change to an ordinance or law governing the zoning or use of the real property is void if the change takes place within 5 years after the date of the void sale or lease.

(Added to NRS by [2005, 1462](#); A [2005, 2676, 2680](#); [2007, 566](#), [2009, 2832](#); [2011, 479](#); [2017, 652](#); [2019, 1036](#))

NRS 268.061 Sale or lease of certain real property: Determination that sale or lease is in best interest of city; notice; appraisal; exceptions; second offering; effect of sale or lease in violation of section.

1. Except as otherwise provided in this subsection and [NRS 268.048](#) to [268.058](#), inclusive, [268.063](#), [268.064](#), [278.479](#) to [278.4965](#), inclusive, and subsection 4 of [NRS 496.080](#), except as otherwise provided by federal law, except as otherwise required pursuant to a cooperative agreement entered into pursuant to [NRS 277.050](#) or [277.053](#) or an interlocal agreement in existence on October 1, 2004, except if the governing body is entering into a joint development agreement for real property owned by the city to which the governing body is a party, except for a lease of residential property with a term of 1 year or less, except for the sale or lease of real property to a public utility, as defined in [NRS 704.020](#), to be used for a public purpose and except for the sale or lease of real

property larger than 1 acre which is approved by the voters at a primary or general election, primary or general city election or special election:

(a) If a governing body has determined by resolution that the sale or lease of any real property owned by the city will be in the best interest of the city, it may sell or lease the real property in the manner prescribed for the sale or lease of real property in [NRS 268.062](#).

(b) Before the governing body may sell or lease any real property as provided in paragraph (a), it shall:

(1) Post copies of the resolution described in paragraph (a) in three public places in the city; and

(2) Cause to be published at least once a week for 3 successive weeks, in a newspaper qualified under [chapter 238](#) of NRS that is published in the county in which the real property is located, a notice setting forth:

(I) A description of the real property proposed to be sold or leased in such a manner as to identify it;

(II) The minimum price, if applicable, of the real property proposed to be sold or leased; and

(III) The places at which the resolution described in paragraph (a) has been posted pursuant to subparagraph (1), and any other places at which copies of that resolution may be obtained.

➤ If no qualified newspaper is published within the county in which the real property is located, the required notice must be published in some qualified newspaper printed in the State of Nevada and having a general circulation within that county.

(c) If the governing body by its resolution finds additionally that the real property to be sold is worth more than \$1,000, the governing body shall, as applicable, conduct an appraisal or appraisals pursuant to [NRS 268.059](#) to determine the value of the real property. Except for real property acquired pursuant to [NRS 371.047](#), the governing body shall not sell or lease it for less than:

(1) If two independent appraisals were obtained, the average of the appraisals of the real property.

(2) If only one independent appraisal was obtained, the appraised value of the real property.

(d) If the real property is appraised at \$1,000 or more, the governing body may:

(1) Lease the real property; or

(2) Sell the real property for:

(I) Cash; or

(II) Not less than 25 percent cash down and upon deferred payments over a period of not more than 10 years, secured by a mortgage or deed of trust bearing such interest and upon such further terms as the governing body may specify.

(e) A governing body may sell or lease any real property owned by the city without complying with the provisions of this section and [NRS 268.059](#) and [268.062](#) to:

(1) A person who owns real property located adjacent to the real property to be sold or leased if the governing body has determined by resolution that the sale or lease will be in the best interest of the city and the real property is a:

(I) Remnant that was separated from its original parcel due to the construction of a street, alley, avenue or other thoroughfare, or portion thereof, flood control facility or other public facility;

(II) Parcel that, as a result of its size, is too small to establish an economically viable use by anyone other than the person who owns real property adjacent to the real property offered for sale or lease; or

(III) Parcel which is subject to a deed restriction prohibiting the use of the real property by anyone other than the person who owns real property adjacent to the real property offered for sale or lease.

(2) The State or another governmental entity if:

(I) The sale or lease restricts the use of the real property to a public use; and

(II) The governing body adopts a resolution finding that the sale or lease will be in the best interest of the city.

(f) A governing body that disposes of real property pursuant to paragraph (e) is not required to offer to reconvey the real property to the person from whom the real property was received or acquired by donation or dedication.

(g) If real property that is offered for sale or lease pursuant to this section is not sold or leased at the initial offering of the contract for the sale or lease of the real property, the governing body may offer the real property for sale or lease a second time pursuant to this section. The governing body must obtain a new appraisal or appraisals, as applicable, of the real property pursuant to the provisions of [NRS 268.059](#) before offering the real property for sale or lease a second time if:

(1) There is a material change relating to the title, zoning or an ordinance governing the use of the real property; or

(2) The appraisal or appraisals, as applicable, were prepared more than 6 months before the date on which the real property is offered for sale or lease the second time.

(h) If real property that is offered for sale or lease pursuant to this section is not sold or leased at the second offering of the contract for the sale or lease of the real property, the governing body may list the real property for sale or lease at the appraised value or average of the appraised value if two or more appraisals were obtained, as applicable, with a licensed real estate broker, provided that the broker or a person related to the broker within the first degree of consanguinity or affinity does not have an interest in the real property or an adjoining property. If the appraisal or appraisals, as applicable, were prepared more than 6 months before the date on which the real property is listed with a licensed real estate broker, the governing body must obtain one new appraisal of the real property pursuant to the provisions of [NRS 268.059](#) before listing the real property for sale or lease at the new appraised value.

2. If real property is sold or leased in violation of the provisions of this section:

(a) The sale or lease is void; and

(b) Any change to an ordinance or law governing the zoning or use of the real property is void if the change takes place within 5 years after the date of the void sale or lease.

(Added to NRS by [2005, 1463](#); A [2005, 2677](#), [2680](#); [2007, 567](#), [2010, 2833](#); [2011, 480](#); [2019, 1038](#))

NRS 268.062 Sale or lease of certain real property at auction: Resolution declaring intention to sell or lease property; requirements; notice; procedure; deposit to cover certain costs; effect of sale or lease in violation of section.

1. Except as otherwise provided in this section and [NRS 268.048](#) to [268.058](#), inclusive, [268.063](#), [268.064](#), [278.479](#) to [278.4965](#), inclusive, and subsection 4 of [NRS 496.080](#), except as otherwise required by federal law, except as otherwise required pursuant to a cooperative agreement entered into pursuant to [NRS 277.050](#) or [277.053](#) or an interlocal agreement in existence on October 1, 2004, except if the governing body is entering into a joint development agreement for real property owned by the city to which the governing body is a party, except for a lease of residential property with a term of 1 year or less, except for the sale or lease of real property to a public utility, as defined in [NRS 704.020](#), to be used for a public purpose and except for the sale or lease of real property larger than 1 acre which is approved by the voters at a primary or general election, the governing body shall, in open meeting by a majority vote of the members and before ordering the sale or lease at auction of any real property, adopt a resolution declaring its intention to sell or lease the real property at auction. The resolution must:

(a) Describe the real property proposed to be sold or leased in such a manner as to identify it;

(b) Specify the minimum price and the terms upon which the real property will be sold or leased; and

(c) Fix a time, not less than 3 weeks thereafter, for the auction to be held:

(1) At a public meeting of the governing body at its regular place of meeting, at which sealed bids will be received and considered; or

(2) On an Internet website or other electronic medium.

(d) If the auction is to be held on an Internet website or other electronic medium, specify:

(1) The Internet website or other electronic medium;

(2) The manner in which electronic bids will be accepted; and

(3) The period during which bids will be accepted.

2. Notice of the adoption of the resolution and of the time, place and manner of holding the auction must be given by:

(a) Posting copies of the resolution in three public places in the county not less than 15 days before the date of the meeting; and

(b) Causing to be published at least once a week for 3 successive weeks before the auction, in a newspaper qualified under [chapter 238](#) of NRS that is published in the county in which the real property is located, a notice setting forth in bold face type:

(1) A description of the real property proposed to be sold or leased at auction in such a manner as to identify it;

(2) The minimum price of the real property proposed to be sold or leased at auction; and

(3) The places at which the resolution described in subsection 1 has been posted pursuant to paragraph (a), and any other places at which copies of that resolution may be obtained.

☞ If no qualified newspaper is published within the county in which the real property is located, the required notice must be published in some qualified newspaper printed in the State of Nevada and having a general circulation within that county.

3. If the auction is held at a meeting of the governing body:

(a) At the time and place fixed in the resolution for the meeting of the governing body, all sealed bids which have been received must, in public session, be opened, examined and declared by the governing body. Of the proposals submitted which conform to all terms and conditions specified in the resolution of intention to sell or lease and which

are made by responsible bidders, the bid which is the highest must be finally accepted, unless a higher oral bid is accepted or the governing body rejects all bids.

(b) Before accepting any written bid, the governing body shall call for oral bids. If, upon the call for oral bidding, any responsible person offers to buy or lease the real property upon the terms and conditions specified in the resolution, for a price exceeding by at least 5 percent the highest written bid, then the highest oral bid which is made by a responsible person must be finally accepted.

(c) The governing body may, either at the same session or at any adjourned session of the same meeting held within the next 21 days:

(1) Make a final acceptance of the highest bid; or

(2) Reject any and all bids, either written or oral, and withdraw the real property from sale if the governing body deems such action to be for the best public interest.

4. If the auction is held on an Internet website or other electronic medium:

(a) At the time and place fixed in the resolution for holding the auction, any person may submit a bid in the manner and on the Internet website or other electronic medium specified in the resolution. Bidding must remain open for the period of time specified in the resolution.

(b) The city and employees of the city are not liable for the failure of a computer, laptop or tablet computer, smartphone or any other electronic medium or device, including, without limitation, hardware, software or application, computer network or Internet website, which prevents a person from participating in an auction.

(c) The governing body shall, at the next regularly scheduled meeting of the governing body after bidding has closed:

(1) Make a final acceptance of the highest bid; or

(2) If the governing body deems the action to be for the best public interest, reject any and all bids and withdraw the real property from sale or lease.

5. Any resolution of acceptance of any bid made by the governing body must authorize and direct the chair of the governing body to execute a deed or lease and to deliver it upon performance and compliance by the purchaser or lessor with all the terms or conditions of the contract which are to be performed concurrently therewith.

6. The governing body may require any person requesting that real property be sold pursuant to the provisions of this section to deposit a sufficient amount of money to pay the costs to be incurred by the governing body in acting upon the application, including the costs of publication and the expenses of appraisal. This deposit must be refunded whenever the person making the deposit is not the successful bidder. The costs of acting upon the application, including the costs of publication and the expenses of appraisal and any related costs, must be borne by the successful bidder.

7. If real property is sold or leased in violation of the provisions of this section:

(a) The sale or lease is void; and

(b) Any change to an ordinance or law governing the zoning or use of the real property is void if the change takes place within 5 years after the date of the void sale or lease.

(Added to NRS by [2005, 1465](#); A [2005, 2679, 2680](#); [2007, 568](#), [2011, 2835](#); [2011, 482](#); [2019, 1040](#))

NRS 268.063 Sale, lease or disposal of real property for redevelopment or economic development: Requirements; effect of sale, lease or disposal in violation of section.

1. A governing body may sell, lease or otherwise dispose of real property for the purposes of redevelopment or economic development:

(a) Without first offering the real property to the public; and

(b) For less than fair market value of the real property.

2. Before a governing body may sell, lease or otherwise dispose of real property pursuant to this section, the governing body must:

(a) As applicable, obtain an appraisal or appraisals of the property pursuant to [NRS 268.059](#); and

(b) Adopt a resolution finding that it is in the best interests of the public to sell, lease or otherwise dispose of the property:

(1) Without offering the property to the public; and

(2) For less than fair market value of the real property.

3. If real property is sold, leased or otherwise disposed of in violation of the provisions of this section:

(a) The sale, lease or other disposal is void; and

(b) Any change to an ordinance or law governing the zoning or use of the real property is void if the change takes place within 5 years after the date of the void sale, lease or other disposal.

4. As used in this section:

- (a) "Economic development" means:
 - (1) The establishment of new commercial enterprises or facilities within the city;
 - (2) The support, retention or expansion of existing commercial enterprises or facilities within the city;
 - (3) The establishment, retention or expansion of public, quasi-public or other facilities or operations within the city;
 - (4) The establishment of residential housing needed to support the establishment of new commercial enterprises or facilities or the expansion of existing commercial enterprises or facilities; or
 - (5) Any combination of the activities described in subparagraphs (1) to (4), inclusive,
- ☞ to create and retain opportunities for employment for the residents of the city.
- (b) "Redevelopment" has the meaning ascribed to it in [NRS 279.408](#).
- (Added to NRS by [2005, 1466](#); A [2005, 2680](#); [2007, 2837](#))

NRS 268.064 Lease of building space or other real property that is less than 25,000 square feet.

- 1. The governing body of a city may offer any city-owned building or any portion thereof or any other real property for lease without complying with the provisions of [NRS 268.059](#), [268.061](#) and [268.062](#) if:
 - (a) The area of the building space or other real property is less than 25,000 square feet; and
 - (b) The governing body adopts a resolution stating that it is in the best interest of the city to lease the property:
 - (1) Without offering the property to the public; and
 - (2) For less than the fair market value of the building space or other real property, if applicable.
- 2. The governing body shall:
 - (a) Cause to be published at least once, in a newspaper qualified under [chapter 238](#) of NRS that is published in the county in which the city-owned building or portion thereof or the other real property is located, a notice setting forth a description of the city-owned building or portion thereof or the other real property proposed to be leased in such a manner as to identify it; and
 - (b) Hold a public hearing on the matter not less than 10 or more than 20 days after the date of publication of the notice.
- 3. A lease of a city-owned building or any portion thereof or any other real property pursuant to this section may be made on such terms and conditions as the governing body of the city deems proper. The duration of such a lease must not exceed 3 years and may include an extension for not more than an additional 2 years.
- (Added to NRS by [2011, 478](#))

Section 140. Disposition of city-owned lands; general regulations.

- 1. Except as otherwise provided in the laws of this state, the Boulder City Act of 1958, and section 141, all city-owned lands shall be sold, leased or otherwise disposed of by the City Council in accordance with the provisions of this section for the maximum benefit of the City. (1959 Charter)
 - A. All city-owned lands shall be sold or otherwise disposed of by ordinance, and any sales or disposition of parcels of more than one acre must be approved by the registered voters of the City at an election held in conjunction and in accordance with the election as required by article XV, section 143 of the Boulder City Charter. (Add. 18; Amd. 2; 6-3-1997)
 - B. All such sales, leases or other dispositions shall be at or above the current appraised value, and such appraisal and advertisement shall be previously ordered by the Council. (Add. 7; Amd. 5; 6-3-1975)
 - (1) Following approval of the Council such appraisal shall be final and binding for a period of one (1) year or until a reappraisal is ordered by the Council, whichever shall first occur. (Add. 8; Amd. 6; 6-7-1977)
 - C. Not less than five (5) days prior to the consummation of any sale, lease or other disposition of city-owned lands, notice of such disposition shall be advertised at least once in a newspaper qualified pursuant to the provisions of Nevada Revised Statutes, chapter 238, as amended from time to time, and published in the City or county, and posted in at least two (2) public places within the City.
 - (1) Notice of the sale, lease or other disposition of city-owned lands may be incorporated in the notice of filing of such ordinance, in accordance with the provisions of section 22, provided such notice shall be posted in two (2) public places in the City.
 - (2) If sale, lease or other disposition is to be by public auction or sealed bid, as determined by the Council, notice of such disposition shall be advertised at least once in a newspaper qualified pursuant to the provisions of Nevada Revised Statutes, chapter 238, as amended from time to time, and published in the City or county, not less than thirty (30) days prior to such proposed disposition, and shall be posted in at least two (2) public places within the City.
 - D. The Council shall reserve the right to reject any or all bids or offers received for city-owned lands.

E. All city-owned lands may be sold or otherwise disposed of on a time payment basis with a minimum down payment of at least 15% down at a rate of interest of not less than 5% per annum on the declining balance.

(1) Improved lands under lease at the time of incorporation of the City may be sold on a time payment basis without down payment at a rate of interest not less than 5% per annum on the declining balance.

F. The City Council may attach any conditions to any sale, lease or other disposition of city-owned lands as may appear to the Council to be in the best interest of the City.

Section 141. Disposition of city-owned lands; exceptions.

1. The Council is authorized, on whatever terms it deems satisfactory, to negotiate sale, lease or otherwise dispose of city-owned lands directly with bona fide nonprofit corporations organized under the provisions of [NRS 81.290 to 81.340](#), inclusive, [81.350 to 81.400](#), inclusive, or [chapter 82](#) of NRS and bona fide charitable, religious, educational, eleemosynary and governmental organizations or corporations, organized on such basis that they operate not for profit, and provided further, that any of the foregoing corporations or organizations have qualified for an exemption from Federal Income Tax under the Internal Revenue Code. (Add. 24; Amd. 1; 6-3-2003)

2. The Council is authorized to lease property, on whatever terms it deems satisfactory, for a specified, limited purpose and time when the Planning Commission recommends that such use will result in a benefit to the community.

3. The Council is authorized to negotiate the sale of city-owned cemetery lots on any terms deemed satisfactory by the Council, and such sales are exempt from the appraisal, advertising, and ordinance requirements stipulated in section 140.

4. (Repealed by Add. 18; Amd. 2; 6-3-1997)

5. (Repealed by Add. 15; Amd. 1; 6-4-1991)

6. The Council is authorized to exchange city-owned lands when necessary for the best interest of the City, providing such exchange will not be in violation of any condition in a gift or devise of real property to the City, except that such exchanges shall be consummated in accordance with the provisions of section 140 unless otherwise provided in the laws of this State.

Section 142. Proceeds from real estate transactions.

1. Proceeds from all sales and other dispositions of real estate, except leases and interest on time payment sales, shall be placed in a special fund, hereinafter referred to as the Capital Improvement Fund, with the following exceptions:

A. Not more than 2% of the sale price of the land sold, as may be determined by the Council, which shall be used for promotion and advertising of city-owned lands.

B. The cost of advertising, title insurance, escrow, real estate commission, and other normal costs of sale.

C. The cost of providing utility services in excess of the capacity required for a parcel of land which has been sold to assure adequate utility services for other parcels not yet developed or sold. (1959 Charter)

2. Proceeds received from all leases which are subject to the operation of a self-supporting fund (Enterprise Fund) may be returned to that Fund. (Add. 10; Amd. 8; 6-2-1981)

3. Proceeds received from all leases and interest on time-payment sales of city-owned lands shall be apportioned in the ratio of 20% to current operational expenses of the City, 20% to the Capital Improvement Fund and 60% divided between the Capital Improvement Fund and current operational expenses as may be determined by the Council. (Add. 11; Amd. 6; 6-7-1983)

Section 143. Expenditures from Capital Improvement Fund.

1. All expenditures from the Capital Improvement Fund must be approved by a simple majority of the votes cast by the registered voters of the City on a proposition placed before them in a special election or general municipal election or general state election. (Add. 26; Amd. 5; 11-2-2010)

2. A special election may be held only if the City Council determines, by a unanimous vote, that an emergency exists. The determination made by the City Council is conclusive unless it is shown that the City Council acted with fraud or a gross abuse of discretion. An action to challenge the determination made by the City Council must be commenced within 15 days after the City Council's determination is final. As used in this subsection, "emergency" means any unexpected occurrence or combination of occurrences which requires immediate action by the City Council to prevent or mitigate a substantial financial loss to the City or to enable the City Council to provide an essential service to the residents of the City. (Add. 7; Amd. 5; 6-3-1975; Add. 16; Amd. 2; 1-1-1994)

(A—Ch. 345, [Stats. 1993 p. 1099](#))



HANGAR RENTAL AGREEMENT

Boulder City Municipal Airport
Boulder City, NV

1. Parties:

The parties to this Rental Agreement shall be the City of Boulder City, a municipal corporation of the State of Nevada, as Landlord, hereinafter referred to as the "City," and _____, in their personal and individual capacity as hereinafter referred to as "Tenant."

2. Premises:

The above-named Tenant agrees to rent City-owned Hangar, TW, located at the Boulder City Airport.

3. Rental Amount:

The monthly rent shall be \$_____ per month; first month's rent payable in advance of occupancy. Rental rate is based on a square footage pricing. The Tenant further agrees to pay an initial security deposit of \$_____, and any other additional city, state or federal taxes payable or which may become payable by the City. Rents owing under the terms of this Rental Agreement shall be paid in advance on or before the 1st day of every month. If any installment of Rent or other sum due from Tenant is not received by the City within five (5) business days of its due date, the payment will be considered late. The Tenant is responsible for paying all rents, regardless of whether the City sent to Tenant or Tenant received any invoice or billing from the City.

3.1 Utilities:

The City agrees to pay all utilities, however should there be an increase in average usage, attributable to Tenant's occupancy, said increase will be billed to Tenant.

3.2 Escalation:

3.2.1 Escalation Date. Beginning July 1, 2024, and every year thereafter on July 1st, the annual rental rate shall have an escalation. The rental rate increase based on the consumer price index (CPI) as reported for the month of September prior to the rent escalation date, but shall not be less than two percent (2%) or more than six percent (6%) in any given year.

3.2.2 Reassessment of Rental Amount. The City may, at its sole discretion, increase the rental rate every fifth year if the comparative analysis for the premises indicates the Airport's rates are 5% or more below, either an evaluation or appraisal of the comparative airports within a 100NM radius of Boulder City.

3.2.3 Notification. Tenants will be notified of the rate increase sixty (60) days prior to the effective date of any change made under this section 3.2.2.

3.3 Disabled Airport Access:

If any payment is late by more than thirty (30) days, the City may disable the Tenant's airport gate and other entry access card(s).

3.4 Late Payment Termination:

If any payment is late by more than sixty (60) days, City shall have the right to terminate this Agreement with thirty (30) day written notice.

3.5 Habitual Late Payment Termination:

For the purposes of this section, habitually late payment is defined as a Tenant making late payments of more than thirty (30) days, more than three (3) times in any rolling twenty-four (24) month period. The City may terminate this agreement with thirty (30) days written notice.

4. Term:

This Rental Agreement shall be for a month-to-month basis, commencing on **Month DAY, YEAR**, and shall be subject to termination by either party providing written notice to the other thirty (30) days or more in advance of the date on which termination takes place. The City in its sole right may, with or without justification, terminate this Rental Agreement at any time, except for an unlawful reason with thirty (30) day written notice.

5. Occupancy of Premises:

Tenant is entitled to take possession of the premises only after the Rental Agreement is fully executed and returned to the Airport Manager. Tenant shall utilize an airport issued lock to be used for access on one of the exterior doors.

6. Airport Access Cards:

City authorizes the Tenant access to Zone 3 of the Aircraft Operating Area (AOA). The Tenant shall not access Zone 1 or 2 of the AOA. The City reserves the right to evaluate and redefine these zones at any time. Tenant shall be responsible for all actions, damage, infractions, or other trespasses that may be committed by Tenant's visitors.

The Tenant will be provided an airport access card.

7. Use of Premises:

Commercial activities are not permitted.

Tenant agrees they will utilize the hangar for the storage of Tenant-owned Aircraft, and for no other purpose than reasonable de minimis storage. Preventive maintenance, as outlined in FAR Part 43 Appendix A (c), incorporated by reference, may be accomplished solely by the aircraft owner on their aircraft in the hangar. The Airport Manager may approve construction of experimental aircraft, by the aircraft owner, on a case-by-case basis.

If the Tenant sells their aircraft with the intent of purchasing another aircraft, the Tenant may,

with prior written approval from the Airport Manager, continue to rent the hangar for up to six (6) months while purchasing another aircraft. If the Tenant has not purchased an aircraft within six (6) months, this Rental Agreement shall terminate. Furthermore, during this period, the Tenant shall not use the hangar for any purpose other than the aforementioned aeronautical uses.

Storage of land vehicles or motorcycles is approved for up to fourteen (14) consecutive days while actively flying the Tenant-owned Aircraft. Storage in excess of fourteen (14) days is prohibited and grounds for termination with thirty (30) day written notice.

Storage of items other than Tenant-owned aircraft shall comply with 14 CFR Chapter 1 [Docket No. FAA 2014-0463] (Policy on the Non-Aeronautical Use of Airport Hangars), or other current and future federal, state, and local regulations or policies.

8. Ownership of Aircraft:

The Tenant shall be the owner of the aircraft stored in the hangar and shall provide a copy of the registration and airworthiness certificate at the time of Rental Agreement execution. In the event that multiple parties own an aircraft, each owner shall sign and execute this Rental Agreement for the hangar at the time of entry into this Rental Agreement. Aircraft ownership shall be established by the parties' name(s) appearing on the Federal Aviation Administration Form, AC Form 8050-3 – Certificate of Aircraft Registration, a copy of which shall be attached to this Rental Agreement. If aircraft ownership is Fractional or a Flying Club, all owners and/or members shall sign and execute this Rental Agreement.

Registered Owner: _____

Tail No: _____ Aircraft Make/Model: _____

If the aircraft ownership changes, this Rental Agreement shall terminate, subject to the exceptions set forth in Paragraph 7. If a member of a fractional or flying club changes, any and all additional and current owners must verify the ownership change, after which the new owner shall sign and execute a Rental Agreement addendum within 30 days of the time of sale. A new Aircraft Registration must be provided within 30 days.

9. Airworthiness Certificate:

Tenant's aircraft shall have an airworthiness certificate issued by the FAA and must be in operable condition. Experimental aircraft are granted a twelve (12) month grace period to obtain an airworthiness certificate issued by the FAA if the aircraft is still under construction. If the Tenant has not obtained an airworthiness certificate issued by the FAA for the experimental aircraft within twelve (12) months, the City shall terminate this Rental Agreement for noncompliance with thirty (30) day notice.

10. Cleaning:

The Tenant is responsible for the cleanliness of the premises, including all door tracks, etc. If any items or debris are left in the hangar or oil or substances on the floor, all costs pertaining to cleaning the hangar shall be the liability of the tenant, and the City shall charge the Tenant the full amount plus a \$100 administrative fee.

11. Alterations and Improvements:

Title to all improvements constructed, installed, or attached to the premises shall rest in the City.

Tenant shall make no additional improvements, alterations, additions, modifications or replacements to either the interior or exterior of the hangar, without first obtaining the Airport Manager's prior written approval, including, but not limited to:

- Modifying existing wiring, installing additional outlets, fixtures, or the like therein.
- Painting, removing, modifying, bending, drilling, cutting or otherwise altering or modifying any part of the hangar.
- Attaching any hoisting or holding mechanism (i.e., chain-fall, block, tackle, or any other hoisting device) to any part of the hangar or passing any such mechanism over the trusses or braces.

12. Maintenance and Repair:

Tenant's use and occupancy of the hangar shall be without cost or expense to the City.

The City is responsible for the maintenance and repair of the hangar structure and electrical systems. Tenant shall ensure the hangar and the facility therein is free of any debris or waste materials. Tenant shall at all times keep the adjacent apron, taxiway or pavement and the hangar door free of any and all obstructions or interferences to adjacent hangars.

If the hangar requires repair, Tenant shall contact the Airport Manager within five (5) days of discovery.

13. Laws, Ordinances, etc.:

Tenant shall observe and obey all laws, ordinances, regulations, rules, and policies of the federal, state, county, and municipal governments, which may be applicable to their operation at Boulder City Airport.

14. Airport Rules, Standards, Regulations, and Policies:

During the terms of this Rental Agreement, the City shall have the right, and shall adopt and enforce rules, standards, regulations, and policies, which may be amended from time to time, with respect to the use of Boulder City Airport and related facilities, which Tenant agrees to observe and obey, including but not limited to:

- All hot work is prohibited in the hangars. This includes, but is not limited to, welding, brazing, grinding, cutting, soldering, and use of a heat gun.
- Spray painting or use of other hazardous chemicals is prohibited.
- Storage or use of flammable and/or volatile liquids/materials such as paint, dope, or aircraft parts/cleaning fluids in or about the hangar is prohibited, except two cases of aircraft engine oil and typical spray cleaners may be stored in the hangar.
- Preventive maintenance, as outlined in FAR Part 43 Appendix A (c), incorporated by reference, may be accomplished solely by the aircraft owner on their aircraft in the Hangar. All other types of repairing, overhauling, or maintenance on aircraft, land vehicles or boats, etc., are prohibited.

- Airport Manager may approve, on a case-by-case basis, construction of Experimental Aircraft in compliance with 14 CFR Chapter 1 (Policy on the Non-Aeronautical Use of Airport Hangars). Approval must be in writing prior to the beginning of the construction project.
- No heaters shall be placed or used unattended within the hangar.
- Tenant shall not hang, attach or mount anything to any portion of the structure and shall not drill holes in any portion of the structure.
- Tenant shall not drill holes in or modify the floor.
- Aircraft engines shall not be operated inside the hangars.
- Hangar doors shall remain closed at all times when not in use.
- Tenant shall provide one fire extinguisher type 2A-10-BC with current inspections.
- Tenant shall provide and utilize a drip pan under the aircraft.

15. Inspection:

City employees and agents shall have the right to inspect with notice. A 24-hour notice shall be given to schedule an inspection; except in the case of emergencies or for cause. This includes the hangar interior to ensure the Tenant's safe activity, compliance with all of the terms, covenants, and conditions of this Agreement, and the FAA Grant assurances and other federal, state, and local regulation. Tenant hereby consents to allow the City such access and shall use an airport issued lock.

16. Warranties/Guarantees:

The City makes no warranty or guarantee beyond that the hangar is fit for its intended purpose of aircraft storage.

17. Condition of Premises:

Tenant accepts the hangar in "as is" condition and shall maintain and utilize all premises covered by this Rental Agreement in a first-class manner and shall keep such premises in a safe, clean, orderly, and inviting condition at all times.

18. Indemnity:

Tenant agrees fully to indemnify, and save and hold harmless the City, its agents or employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damage or injuries to third persons or their property, or to the hangar, caused by the fault or negligence or alleged fault or negligence of Tenant, its agents or employees, in the use or occupancy by Tenant of the premises covered by this agreement; provided; however, that Tenant shall not be liable for any injury or damage or loss occasioned by the sole negligence of the City, its agents or employees.

19. Insurance:

Tenant agrees to carry and keep in force, general liability insurance covering bodily and personal injury, property damage and contractual liability, and such other insurance as may be necessary to protect the City from such claims and actions. Without limiting its liability, Tenant agrees to maintain with insurance underwriters satisfactory to the City, a standard form of policy of insurance in an amount of not less than \$1,000,000 per occurrence. This required amount of coverage may change if additional amounts of coverage are required by risk analysis, or if the City develops standardized insurance schedules.

The Tenant shall also procure and keep in force, Fire and Extended Coverage Insurance, upon Tenant's property to the full insurable value thereof and shall furnish the City with evidence that such coverage has been procured and is being maintained in full force and effect for the entirety of the Rental Agreement.

The City of Boulder City shall be listed as an additional named insured on all policies, and the Tenant shall furnish the City with evidence that such coverage has been procured and is being maintained in full force and effect for the entirety of the Rental Agreement. If the Tenant fails to maintain any policy, the City may terminate this Rental Agreement for noncompliance.

20. Assignment, Transfer, and Subletting:

Tenant shall not at any time assign, sublet the hangar, or transfer any rights to this Rental Agreement or any of the rights, privileges, uses, or interests arising hereunder. Should Tenant sell the Tenant-owned aircraft stored in the hangar outright, this Rental Agreement shall automatically terminate, unless Tenant is purchasing another aircraft and receives prior written authorization from the Airport Manager.

21. Re-delivery:

Upon cancellation or termination of this Rental Agreement, the Tenant shall have no further right or interest in the hangar, and the City shall be entitled to have the hangar returned immediately in a clean and rentable condition.

22. Non-waiver:

Any waiver of any breach of covenants herein contained to be kept and performed by either party hereto, shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party hereto from declaring a forfeiture, termination or cancellation for any succeeding breach either of the same condition or covenant or otherwise. Acceptance of payment of rent shall not be deemed a waiver.

23. Attorney Fees:

In the event, any action, suit or proceeding is brought to collect the rent due or to become due hereunder, or any portion thereof or to take possession of said premises or to enforce compliance with this agreement or for failure to observe any of the covenants of this agreement, Tenant agrees to pay the City such sum as the Court may adjudge reasonable as attorney costs and fees to be allowed in said suit, action or proceeding, and in the event of an appeal as allowed by the Appellate Court.

24. Removal of Tenant's Property upon Default:

If this Rental Agreement is terminated for default and the Tenant fails to remove personal properties stored in the hangar, and if the property is not removed by the Tenant or a person who has an ownership interest in the personal property within fourteen (14) days after the date on which the Landlord mailed, by certified mail, return receipt requested, notice of the landlord's intention to dispose of the personal property, as required by paragraph (a) of subsection 1 of NRS 118C.230, the City shall seek restitution for any monies owed and may sell the property, according to regulations contained in the Nevada Revised Statutes.

25. Quiet Enjoyment:

The City agrees that on payment of the rent and performance of the covenants and conditions on the part of the Tenant to be performed hereunder, Tenant shall peaceably have and enjoy the hangar and all rights and privileges of Boulder City Municipal Airport, its facilities granted herein.

26. Assurance Subordination:

This Rental Agreement shall be subordinate to the provisions of any agreement between the City and the United States of America, relative to the operation or maintenance of Boulder City Municipal Airport, the execution of which has been required as a condition precedent to the expenditure of federal funds for the development and maintenance of Boulder City Municipal Airport.

27. Non-Discrimination:

Pursuant to Title VI of the Civil Rights Act of 1964, and by Part 15 of the Federal Aviation Regulations, Tenant agrees it will not discriminate on the grounds of race, sex, color, or national origin, and will not permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations. The City reserves the right to take such action as the United States may direct to enforce the provisions of this covenant, or as it may find necessary.

28. Interpretation of Rental Agreement:

Nothing in this Rental Agreement shall be construed or interpreted in any manner as limiting, relinquishing, or waiving any rights or ownership enjoyed by the City of Boulder City, or in any manner waiving or limiting its control over the operation, maintenance, etc., except as is specifically provided for herein or in derogation of such governmental rights as the City poses.

29. Invalid Provisions:

In the event any term, covenant, condition, or provisions herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such shall in no way affect any other term, covenant, condition or provision herein contained; provided that the invalidity of such covenant, condition or provision does not materially prejudice either the City or Tenant.

30. Successors and Assigns:

All of the terms, covenants and conditions herein contained shall be binding upon and shall inure to the benefit of the legal representative, successors, and assigns of the respective parties hereto.

31. Notices:

Notices to the City, provided for herein, shall be sufficient if sent by email, certified mail, postage prepaid, addressed to:

Boulder City Airport Manager
401 California Avenue
Boulder City, NV 89005
AirportAdmin@bcnv.org

Notices to Tenant shall be sufficient if sent by email, certified mail, postage prepaid, addressed to:

Address: _____

City/State/Zip: _____

Email: _____

Or to such other respective address, the parties may designate to each other in writing from time to time.

32. Remedies Cumulative:

The specified remedies to which City may resort under the terms of this Rental Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress, to which City may lawfully be entitled for any breach or threatened breach by Tenant of any provision of this Rental Agreement. In addition to the other remedies in this Rental Agreement provided, the City shall be entitled to the restraint by injunction of the violation or attempted or threatened violation.

33. Identification of Tenant:

If more than one person or entity executes this Rental Agreement as Tenant:

- Each of them is jointly and severally liable for performing all the terms of this rental agreement to be performed by Tenant, and;
- The term "Tenant" as used in this rental agreement means and includes each of them jointly and severally, in all aspects.

34. Execution Required:

This Rental Agreement is not effective until execution by and delivery to both City and Tenant. This agreement constitutes the entire agreement of the parties and cannot be modified or changed unless a new Rental Agreement is written and signed by all parties. In the event that any Court holds that any section or portion of this Rental Agreement is not valid, all other sections of this Rental Agreement, as permitted by law, shall remain enforceable and binding.

I AGREE TO ENTER INTO THIS RENTAL AGREEMENT IN MY PERSONAL AND INDIVIDUAL CAPACITY. I FURTHER AGREE I HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO BE BOUND THEREBY. I WILL NOTIFY THE AIRPORT MANAGER OF ANY ADDRESS OR AIRCRAFT OWNERSHIP CHANGES.

EXECUTED: _____

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS LEASE ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

CITY:

TENANT:

**CITY OF BOULDER CITY,
a Nevada Municipal Corporation**

By: _____

**Cynthia Sneed
City of Boulder City
Real Property Manager**

By: _____

RESOLUTION NO. 7724

RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA, AUTHORIZING THE APPRAISAL OF THE 28 CITY-OWNED GENERAL AVIATION HANGARS LOCATED AT THE BOULDER CITY MUNICIPAL AIRPORT

WHEREAS, City Charter in Section 140 requires that the City first seek appraisals prior to the lease or sale of any city-owned land; and

WHEREAS, the City Charter requires that the City Council first authorize the appraisal process prior to an appraisal being ordered; and

WHEREAS, the City of Boulder City, Nevada, is seeking to offer for lease 28 City-owned general aviation hangars specifically identified as hangars TW 1-2, TW 1-4, TW 1-6, TW 1-8, TW 1-10, TW 1-12, TW 1-14, TW 2-1, TW 2-2, TW 2-3, TW 2-4, TW 2-5, TW 2-6, TW 2-7, TW 2-8, TW 2-9, TW 2-10, TW 2-11, TW 2-12, TW 2-13, TW 2-14, TW 3-1, TW 3-3, TW 3-5, TW 3-7, TW 3-9, TW 3-11, and TW 3-13; and

WHEREAS, prior to establishing a minimum lease rate, the City first needs to obtain an appraisal; and

WHEREAS, City Staff is seeking authorization from the City Council to order an appraisal for this parcel so they can establish the necessary lease rates.

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes City Staff to seek an appraisal as required under the City Charter Section 140 for the lease of associated land depicted on Exhibit A, attached hereto.

DATED and APPROVED this 14th day of November, 2023.

Joe Hardy, Mayor

ATTEST:

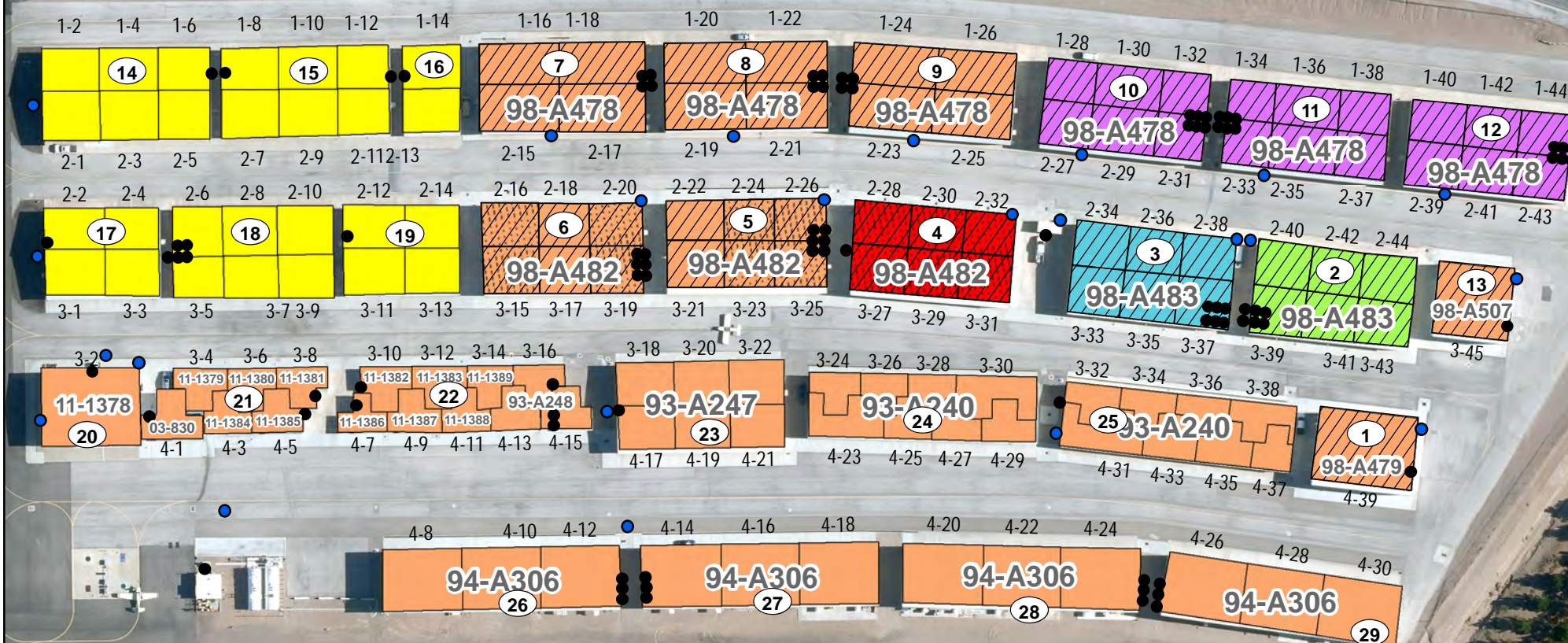
Tami McKay, City Clerk

(Seal)

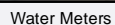


VETERANS MEMORIAL DR

AIRPORT RD




Hangar Ownership



Electric Meters

☐ No Separating Walls

 Central Fire Monitoring System

Building/Pad ID: #

Building/Trade ID: 11

Aerial Imagery: 2020

Author: JW BCNV GIS Date: 06/15/2021

