WORK MEETING

AGENDA
AND
STAFF MEMO

HEBER CITY CORPORATION
75 North Main Street
Heber City, Utah
City Council Meeting
July 17, 2014

Work Meeting
5:00 p.m.

DISCUSSION ITEMS

Item A - Joint Meeting with the Airport Advisory Board, Discuss Airport Hangar Lease Rates and Charges Policy (1 hour)

Item B – Discuss Resolution 2014-12, a Resolution Amending the Personnel Policy (20 minutes)

Item C – Council Member Patterson, Discuss Board Assignments (10 minutes)

Item D – Discuss Policy for Maintenance/Replacement of Irrigation Ditch Culverts (15 minutes)

Item E – Discuss and Schedule a Date for the Heber City 125th Anniversary Event (15 minutes)

OTHER ITEMS AS NECESSARY

Ordinance 2006-05 allows Heber City Council Members to participate in meetings via telecommunications media.

In accordance with the Americans with Disabilities Act, those needing special accommodations during this meeting or who are non-English speaking should contact Michelle Kellogg at the Heber City Offices (435) 654-0757 at least eight hours prior to the meeting.

Posted on July 11, 2014, in the Heber City Municipal Building located at 75 North Main, Wasatch County Building, Wasatch County Community Development Building, Wasatch County Library, on the Heber City Website at www.ci.heber.ut.us, and on the Utah Public Notice Website at http://pmn.utah.gov. Notice provided to the Wasatch Wave on July 11, 2014.

Heber City Corporation

Memo

To: **Mayor and City Council**

From: **Mark K. Anderson**

Date: **07/10/2014**

Re: **City Council Agenda Items**

WORK MEETING **5:00 p.m.**

Item A – Joint Meeting with the Airport Advisory Board, Discuss Airport Hangar Lease Rates and Charges Policy (1 hour): Because two members of the Airport Advisory Board were missing at the June 19th meeting, this meeting was rescheduled to allow more participation. I am going to provide you the same information that was provided in the last packet with the addition two NPV of future cash flows which (based on the assumptions) indicate that non-reversionary rates should approximate .46¢ per sq. foot for the entire leasehold to yield the same revenue for the City over a 50 year period.

Below is the information that was provided in the last packet:

When this issue was brought before the City Council for approval, the Council indicated they wanted a joint meeting with the Airport Board before they made a decision on whether to use reversionary or non-reversionary leases on future leases. As a result, they have requested a joint meeting with the Airport Board to get a better grasp of the details of this issue and will attend the meeting to obtain more information on this issue. Enclosed is a copy of the most recent version of the Lease Rates and Policy document that was prepared by Jviation which includes the recommended non-reversionary lease. There has been a lot of information that has been presented to the Board and City Council by Paul Boyer/hangar owners group on the merits of non-reversionary leases. I have not included the information in the packet, but if you would like a copy, I will be happy to provide the information that I have. I believe the existing hangar owner primary interests relate to the end of lease provisions for their existing leases which will be discussed at a later time. I have been an advocate for reversionary leases based on the results of the survey conducted by Jviation, Airport Cooperative Research Program (ACRP) Guidebook for Developing and Managing Airport Contracts and past Airport Business Solutions recommendations. The Airport Board has recommended that all future leases be non-reversionary, based on the thought that the airport would best grow with non-reversionary leases, it would keep hangar values up, keep people motivated to stay at the airport and reduce City liability. Nadim AbuHaidar (former Board member) has since indicated that the recommendation lacked adequate detail about the specifics of the lease rates and terms to be meaningful.

Since the Board last met on this issue, to better understand the details that Mr. AbuHaidar has referred to, I have prepared some projected cash flows on the two different lease types to help get an understanding of what kinds of returns each method would provide under existing lease rates. (See enclosed) Assuming the hangars have a useful life of 50 years, it appears that the non-reversionary lease rates would need to be more than twice as high as the current lease rates to yield a similar returns for the City only. Taking payments received by all taxing entities would indicate a need to increase rates by about 33%. It would be well for the Board to review the assumptions that I have made to determine if they seem reasonable. Also, the Board and City Council should discuss what information they would like to see presented on the pros and cons of each type of lease. Because there is so much information that has been presented on the merits of each method, it may be well to get direction on what information the Council wants to review before they are ready to make a decision on the adoption of the Lease Rates and Charges Policy.

My recommendations as City Manager have been based on what I perceive will provide the greatest financial benefit to the City and maintain more control over airport development. If reversionary lease rates are higher, the financial benefit issues can be addressed. The control issue is likely to be more complicated if the City and hangar owners don't feel like they have the ability to control the length of lease they will ultimately have. Another part of the discussion is what is our ultimate goal/vision for the development of the airport? These decisions will influence the type and number of aircraft that would want to base their aircraft at the Heber City Airport.

Item B – Discuss Resolution 2014-12, a Resolution Amending the Personnel Policy (20 minutes): The Personnel Policy Committee addressed the following issues that were brought forward by Michelle Kellogg.

Section 1.5: This creates a definition for Part-Time "As Needed" positions.

Section 6.2: This section indicates that the City The city will follow federal statutes regarding non-discrimination practices in access to training and career development and clarifies how employees will be paid when they attend training.

Section 6.3: This policy limits the number of times that the City will pay for certification testing to a maximum of two times. The City will reimburse (pay for a third test) if the employee pays for the test and successfully passes it.

Section 6.4: This policy clarifies what travel time is eligible for compensation. The proposed policies are consistent with FLSA standards.

Section 13.1: This policy indicates that the City will not provide benefits for "Part-Time as needed employees.

Section 14.1: This policy indicates that residency requirements for police officers is governed by the Police Department Policy and Procedure Manual.

Section 2.4: This expands our existing Sexual Harrassment Policy to include other types of harassment that are not sexual in nature.

Appendix B: Adoption of Appendix B is to get the City in compliance with OSHA regulations regarding employee exposure to Blood Borne Pathogens. This is a policy that Chief Booth drafted as an employee of Summit County.

I don't believe adoption of any of the policies create any additional financial obligations for the City. If anything, adoption of Section 6.3 may save the money on certification testing.

Item C – Council Member Patterson, Discuss Board Assignments (10 minutes): Councilman Patterson has asked Mayor McDonald for a few minutes to discuss his thoughts/feelings on Board assignments.

Item D – Discuss Policy for Maintenance/Replacement of Irrigation Ditch Culverts (15 minutes): In Section 13.16.090 of the City Code (enclosed), the City has adopted a policy regarding Bridges and Flumes which describes the responsibility of property owners if they wish to cross a water ditch or canal. In summary the property owner is required to bear the expense to put a culvert/bridge in the ditch/canal it if is the appropriate size and approved by the City Engineer. City Ordinance does not define responsibility for maintenance and repair of the culvert/bridge once it is installed by the property owner.

Over the years, I have seen property owners replace and repair culverts, the City remove failed culverts and leave ditches open and the City remove and replace failed culverts. I suspect many homes are occupied by people that have no idea that the culvert in front of their house was installed by a previous owner and that they may have to bear the cost of replacement if the culvert fails. Wasatch Irrigation policy requires the landowner to maintain the culvert even if they do not have irrigation and users are required to maintain the ditch so they adequately carry the flows. As a result, I am looking for direction/support from the Council to adopt a policy that defines who is responsible to maintain culverts/bridges that are put in by residents.

Item E – Discuss and Schedule a Date for the Heber City 125th Anniversary Event (15 minutes): The Council has allocated $7,000 in the current year budget to celebrate the 125th anniversary of Heber City's incorporation. It looks like $2,000 will be needed for a float and Michelle Kellogg is working on banners for Main Street. It appears that Ann Moulton, Laurie Turnblom and others are willing to work on the celebration and a play has been mentioned. The Council should discuss how/when they want to hold celebration activities. Laurie and Ann will be at the work meeting to discuss some of their ideas as well.

DISCUSSION/ ACTION ITEMS

TAB A

Heber City Airport/Russ McDonald Field

Lease/Rates and Charges Policy

Final Report

March 6, 2014
Prepared by Jviation Inc.

Table of Contents

1. INTRODUCTION 1
1.1. Statement of Policy 1
1.2. Definitions 1
1.3. Existing Agreements 3
1.4. Rights Reserved 3
2. APPLICATION REQUIREMENTS 4
2.1. Application 4
2.2. Approval Process 4
2.3. Competitive Proposal Process 5
2.4. Grounds for Denial 7
2.5. Demonstrating Immediate Need 8
2.6. Public Disclosure 8
3. AGREEMENTS 9
3.1. General 9
3.2. Use of Leased Premises 9
3.2.1. Aeronautical Use (Commercial) 9
3.2.2. Aeronautical Use (Non-Commercial) 9
3.2.3. Non-Aeronautical Use 9
3.2.4. Restrictions 10
3.3. Subleasing 10
3.3.1. Subleasing Privileges Permitted in the Commercial Lease Agreement 10
3.3.2. Subleasing Privileges Not Permitted in the Commercial Lease Agreement 10
3.3.3. Sublessee Obligations 11
3.3.4. Sublessee Stipulations 11
3.4. Transfer of Interest 11
3.4.1. Assignment 11
3.4.2. Change in Majority Ownership 12
3.5. Term 12
3.5.1. Initial Lease Term 12
3.5.2. Lease Type 12
3.5.3. City Obligations 12
3.5.4. Lease Extension 12
3.5.5. Investment Term Adjustment 13
3.6. Improvements 14
3.7. Responsibilities 14
3.7.1. Heber City 14

3.7.2. Lessee 14
3.8. Condemnation 14
3.9. Relocation 15
4. RATES AND CHARGES 15
4.1. General 16
4.2. Mechanisms to Set Rates 16
4.2.3. Competitive Proposal Process 16
4.3. Variation in Rates 16
4.4. Adjustment of Rents 16
4.4.2. Escalation Clauses 17
4.5. Establishment and Adjustment of Fees 17
4.6. Payment of Rents, Fees, or Other Charges 17
4.7. Bookkeeping and Records 17
4.8. Exclusive Rights 17
5. APPENDIX 19
5.1. Appendix A: Commercial Lease Flow Chart 19
5.2. Appendix B: Establishment of Fair Market Value 20
5.3. Appendix C: Appraiser Qualifications 20
5.4. Appendix D: Dispute Resolution 20

1. INTRODUCTION

1.1. Statement of Policy

1.1.1. This Leasing Policy (Policy) for Heber City Municipal – Russ McDonald Field is intended to provide guidance and parameters for leasing Airport property and be a guide for City staff on Airport leasing issues. Leasing issues may include establishing and adjusting rents, fees, and other charges associated with occupancy and use. In addition, this Policy is intended to provide potential and current tenants and businesses an understanding of the policies and processes used for Airport Leases.

1.1.2. Entities wishing to occupy or use Airport land and/or improvements at the Airport shall be given a reasonable opportunity to compete, without unjust discrimination, for the occupancy or use of available land or improvements subject to the stipulations specified within this Policy.

1.1.3. No entity shall occupy or use Airport land and/or improvements at the Airport, or conduct a Commercial Aeronautical Activity, unless the entity has been authorized by the City for such occupancy, use, or activity.

1.2. Definitions

1.2.1. The following words, terms and phrases, when used in this Policy, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

Aeronautical - anything which involves, makes possible, or is required for the flight of aircraft, or the storage or presence of aircraft on the airport, or which contributes to, or is required for the safety of aircraft in flight.

Aeronautical Activity – any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and service, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.

Agreement – An arrangement between two or more parties

Aircraft - a device that is used, or intended to be used, for flight in the air and subject to regulation by the Federal Aviation Administration.

Airport - Heber City Municipal - Russ McDonald Field and all of the property, buildings, facilities and improvements within boundaries of the Airport as depicted in Exhibit A in the Airport Layout Plan.

Airport Layout Plan (ALP) - The FAA and City-approved layout of the airport property, indicating current and proposed usage for each identifiable segment, as may be amended from time to time.

Board – The Heber City Airport Advisory Board (HCAAB)

City – Heber City, Utah

Commercial Aeronautical Activity - the conduct of any aspect of a business, concession, operation, or agency in order to provide goods and services to any person for compensation, consideration or hire. An activity is considered a commercial activity regardless of whether the business is non-profit, charitable, or tax-exempt.

Commercial Tenant - a person, fixed base operator, firm, corporation or other entity, meeting the Airport's "Minimum Standards", having been approved by the City to conduct commercial aeronautical services or activities at the Airport for compensation or hire.

Exclusive Right – a right reserved exclusively by a particular person or group.

Fair Market Value – The amount in the competitive market a well-informed and willing lessor, who desires but is not required to lease, would accept and which a well-informed lessee, who desires but is not required to lease, would pay for the use of airport property, after due consideration of all the elements reasonably affecting value.

Independent Operator – A person or entity that conducts Aeronautical Activities, retaining total and free control over the means or methods used in conducting activities on the Airport but is based on land either adjacent to and/or located other than on the Airport, and whereby such land is not part of the Airport. ***This type of operator is not authorized to provide services at the Airport.***

Lessee - any person or entity with a lease to occupy space at the Airport.

Minimum Standards - the qualifications or criteria, which have been established by the Airport owner as the minimum requirements that shall be met by all businesses offering commercial aeronautical activities and for the right to conduct those activities.

Non-Reversionary Lease - a lease wherein the ownership of improvements made by the tenant are retained by the tenant at the end of the lease period.

Operator - any individual, firm, partnership, corporation (including registered non- profit corporations), company, association, joint-stock association, or governmental entity which is engaged in the sale of products and/or services on the Airport.

Person - any individual, firm, partnership, corporation (including registered non- profit corporations), company, association, joint-stock association, or governmental entity. It includes a trustee, receiver, assignee, employee, agent, or similar representative of any of them.

Reversionary Lease – a lease which contains a provision which states all structures and improvements made by the tenant on the leased property shall pass title and ownership to the lessor at the end of the lease period.

Rules and Regulations – the stipulations specified in this Policy and other airport guiding documents that relate to the occupancy or use of the operations, land and/or improvements at the Airport.

Specialized Aviation Service Operation (SASO) – a single-service provider or special Fixed Based Operator (FBO) performing less than full services. Typically only one service is offered such as aircraft sales, flight training, aircraft maintenance, or avionics services.

Sub lessee - any person with a sublease to occupy space at the Airport.

Tenant – a person or entity occupying Airport leased land or property.

Through-The-Fence Operation (TTF) – through-the-fence operations are those activities permitted by an airport sponsor through an agreement that gives access to the public landing area by independent entities or operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not a part of, airport property. The obligation to make an airport available for the use and benefit of the public does not impose any requirement for the Airport Sponsor to permit ground access by aircraft from adjacent property. ***TTF operations are not authorized at the Airport.***

1.3. Existing Agreements

1.3.1. If there are any inconsistencies between the Heber City Municipal - Russ McDonald Field's Leasing Policy and existing property leases, the existing lease shall prevail. New leases issued or extensions granted to existing leases should be treated uniformly and follow the guidance outlined in this Policy.

1.4. Rights Reserved

1.4.1. The Airport Advisory Board reserves the right to revise, adjust, or otherwise modify this Policy to reflect changes in the legal, economic, and operational environment of the Airport's or City's operational requirements.

2. APPLICATION REQUIREMENTS

2.1. Application

2.1.1. Any person or entity desiring to occupy or use land and/or improvements at the Airport through an Agreement with Heber City Corporation shall submit a written application to the Airport Manager.

2.1.2. The Applicant shall submit a completed application to include all information requested on the application form and, if requested by the City, shall submit any additional related information to properly evaluate the application.

2.1.3. A transfer fee shall be submitted with an application on a reassignment of a lease or a majority change of ownership of a hangar. A 1% transfer fee based upon the taxable value of the hangar or $100.00, whichever is greater, shall be paid to the City.

2.1.3.1. The sale of a new hanger is not subject to the transfer fee.

2.2. Approval Process

2.2.1. A complete application and all accompanying and requested information shall be submitted to the Airport Manager for review. If the Applicant is changing the use of a hangar or desires to conduct a commercial venture the application will go before the Airport Advisory Board for review. The Airport Advisory Board will determine if the Commercial operator meets the Airport's Minimum Standards. After the Airport Advisory Board approves the Commercial Tenant, the Board will submit the application to the City Council for approval.

2.2.1.1. The Airport Manager has the authority to approve non-commercial applications which involve the sale and/or transfer of hangar ownership.

2.2.1.2. Incomplete applications that do not provide adequate information to make a knowledgeable assessment shall be rejected.

2.2.1.3. Applications that do not comply with this Policy and other City guiding documents shall be rejected.

2.2.1.4. Applications that are inconsistent with the Master Plan, the Airport Layout Plan, other plans associated with the Airport, and/or are deemed not in the best interest of the Airport shall be rejected.

2.2.1.5. If two qualified Applicants submit an application for the same land and/or improvement, the Airport Advisory Board shall determine whether to negotiate with both entities or issue an RFP. The competitive RFP process is described in this Policy under Section 2.3 and shall be followed.

2.2.2. Within 60 days of receiving the application, the Airport Manager shall notify the Applicant of the status of the application. If the application was approved, the Airport Manager shall provide the terms and conditions for occupancy or use of the land and/or improvements at the Airport. If the application was denied, the Airport Advisory Board shall provide reasons for the denial.

2.2.3. Within 30 days of receiving notification of the application status, the application shall indicate if the terms and conditions provided by the Airport Advisory Board are acceptable to the Applicant.

2.2.4. If the Applicant finds the terms and conditions unacceptable, the Applicant shall present terms and conditions acceptable to the Applicant to the Airport Advisory Board.

2.2.4.1. If the Airport Advisory Board and the Applicant are unable to reach an agreement by negotiation, the City shall not be obligated to lease airport land and/or improvements to the Applicant.

2.2.5. Once an agreement has been made between the Airport Advisory Board and the Applicant regarding the terms and conditions of the Agreement, the Applicant shall pay an earnest money deposit in the amount of ten percent (10%) of the total annual rents, fees, and other charges proposed to the City and submit a letter of acceptance of the terms and conditions of the Agreement. The letter shall be submitted to the City within 30 days of reaching an agreement.

2.2.5.1. The terms and conditions should address, but not be limited to, the identification of the land and/or improvements to be leased or developed, the proposed investment, the length of the term, and the rents, fees, and other charges that shall be paid.

2.2.5.2. Once the earnest money deposit and written letter of acceptance have been accepted by the City, the same land and/or improvements may not be negotiated with any other party, nor can a Request for Proposal (RFP) be issued.

2.2.6. Upon receiving the letter of acceptance from the Applicant, the City shall prepare the leasing documents and send them to the Applicant for review.

2.2.7. If the Lease Agreement is not signed and returned to the City within 45 days of being issued, the earnest money shall be returned to the Applicant and the application and written agreement shall be null and void.

2.3. Competitive Proposal Process

2.3.1. The Airport Advisory Board may issue a Request for Proposal (RFP) seeking competitive proposals for entities who wish to occupy or use available land or improvements.

2.3.2. If an RFP is issued, the Airport Advisory Board shall advertise the opportunity in local and industry publications in accordance with established practices and legal requirements. The advertisement shall:

2.3.2.1. Provide a description of the land and/or improvements that are available for use and the products, services, and/or facilities that are required, permitted, and/or desired.

2.3.2.2. Indicate if the proposals will be evaluated on qualifications.

2.3.2.3. Provide instructions for obtaining the RFP document.

2.3.2.4. Identify the date, time, and place for submitting sealed proposals.

2.3.2.5. State the Airport Advisory Board's right to reject any and all proposals.

2.3.3. The Airport Advisory Board may also, but is not obligated to, mail the RFP directly to parties that have expressed interest, may be interested, or that the Airport Advisory Board may wish to attract.

2.3.4. The RFP documents shall (as appropriate):

2.3.4.1. Provide a summary of the Airport, the market, and the opportunity (products, services, and/or facilities required and/or desired);

2.3.4.2. Identify the location of the land and/or improvements;

2.3.4.3. Define the time frame for occupancy or use of the land and/or improvements;

2.3.4.4. Outline the submission and selection process, proposer's responsibilities, and schedule for the process;

2.3.4.5. Provide instructions regarding the content and format of the proposal;

2.3.4.6. Provide all required forms, statements, and affidavits;

2.3.4.7. Provide a draft of the Agreement;

2.3.4.8. Indicate the evaluation and/or selection criteria that will be utilized by the Airport Advisory Board;

2.3.4.9. Indicate if proposals will be evaluated based upon the qualifications and experience of the proposer and the proposed products, services, and/or facilities;

2.3.4.10. Indicate that the proposer's financial plan including all proposed rents, fees, or other charges shall be provided to the Airport Advisory Board under separate cover;

2.3.4.11. Identify the base rent for the land and/or improvements;

2.3.4.12. Identify the fees and charges for engaging in Aeronautical Activities at the Airport;

2.3.4.13. Identify the grounds for denial or disqualification and withdrawal;

2.3.4.14. Indicate the place, date, and time for submission of proposals;

2.3.4.15. Indicate the place, date, and time the pre-proposal conference will be held;

2.3.4.16. Require that a proposal bond or guarantee in the amount equal to ten percent (10%) of the total rents, fees, or other charges proposed to be paid to the City in the first year of the proposed Agreement be submitted with the proposal.

2.3.4.17. Require the prospective Proposer complete all proposal forms, statements, and affidavits.

2.3.5. The RFP process, procedures, and requirements shall be discussed at the pre-proposal conference and potential Proposer shall be given the opportunity to ask questions and express concerns to the Airport Advisory Board.

2.3.5.1. The RFP document shall be available to potential Proposers at least two weeks prior to the date of the pre-proposal conference.

2.3.5.2. Questions and answers exchanged during the pre-proposal conference shall be documented and distributed to all entities that have received an RFP.

2.3.6. The Airport Advisory Board will receive and open the proposals at the designated place, date, and time.

2.3.6.1. The contents of the proposal will be protected.

2.3.6.2. Proposals received after the advertised deadline will not be considered and will be returned unopened.

2.3.7. The Airport Advisory Board will then review, evaluate, and rank the proposals.

2.3.7.1. The Airport Advisory Board may require interviews with prospective Parties.

2.3.8. The Airport Advisory Board has the right to reject and all proposals, to advertise for new proposals, and to modify the proposal process.

2.3.8.1. The Airport Advisory Board shall be under no obligation to make any award or to make an award to the proposer specifying the highest compensation to the Airport Advisory Board.

2.3.9. Upon completion of the review and evaluation of the proposals, the Airport Advisory Board shall select the proposal that best suits the desires of the Airport Advisory Board. The Airport Advisory Board will then negotiate the Agreement with the selected potential Proposer utilizing the process beginning in Section 2.3 of this Policy. If an Agreement cannot be reached, in the sole discretion of the Airport Advisory Board, the Airport Advisory Board may negotiate with any other prospected Proposer or reject all proposals.

2.3.10. The Airport Advisory Board will recommend to the City Council the selected potential Proposer. The City Council will vote to accept or reject the agreement with the Proposer.

2.4. Grounds for Denial

2.4.1. The Airport Advisory Board may reject any application or proposal for any one or more of the following reasons:

2.4.1.1. The entity, for any reason, does not meet the qualifications and requirements set forth by the Airport Advisory Board.

2.4.1.2. The entity's proposed activities and/or improvements will create a safety hazard at the Airport.

2.4.1.3. The Airport Advisory Board would be required to expend funds and/or materials in connection with the proposed activities and/or improvements that the Board is unwilling or unable to spend and/or will result in a financial hardship or loss for the Airport.

2.4.1.4. Appropriate, adequate, or available land and/or improvements are not available to accommodate the proposed activity nor is availability expected in a reasonable time frame.

2.4.1.5. The proposed activity and/or improvements do not comply with the most recent Airport Master Plan or Airport Layout Plan in effect at that time will be in effect within the time frame proposed by the Applicant.

2.4.1.6. The development or use of the land will result in congestion of aircraft, interfere with activities of an existing Operator on the Airport (as found by the Board) and/or prevent adequate access to the leased premises of an existing lessee.

2.4.1.7. The entity has intentionally or unintentionally withheld information in the application, proposal, and/or in supporting documentation.

2.4.1.8. The entity did not make full disclosure in the application, proposal, and/or in supporting documentation.

2.4.1.9. The entity or an officer, director, agent, representative, shareholder, or employee of the entity has a record of violating the regulations of Heber City, the Airport, or any other airport, the FAA, or any other regulation related to the Airport and/or the entity's proposed activity.

2.4.1.10. The entity or an officer, director, agent, representative, shareholder, or employee of the entity has defaulted on any agreement or sublease at the Airport or at any other airport.

2.4.1.11. The entity has failed to demonstrate adequate financial responsibility or the ability to undertake the proposed activity.

2.4.1.12. The entity cannot provide adequate applicable insurance or performance bond for the amounts required by Heber City for the proposed activity.

2.4.1.13. The entity, officer, director or Applicant has been convicted of a felony.

2.4.1.14. The entity's proposed activity is or could be detrimental to the Airport.

2.4.1.15. The entity desires terms and conditions that are inconsistent with the Airport's policies or Request for Proposal issued by the Airport Advisory Board.

2.4.1.16. The entity's proposed activity or use of the land and/or improvements is inconsistent with the Airport's purpose, vision, values, goals, or objectives.

2.5. Demonstrating Immediate Need

2.5.1. Entities seeking to occupy or use land and/or improvements at the Airport must demonstrate that the entire land and/or improvements will be utilized immediately.

2.6. Public Disclosure

2.6.1. Applicants should be aware that Heber City, as a government entity, is subject to Utah Code, Title 63G, Chapter 2 (Government Record Access and Management Act), which allows the public to examine documents and observe public meetings of a government agency.

3. AGREEMENTS

3.1. General

3.1.1. A Party, prior to occupying or using land and/or improvements, is required to enter into an Agreement with the Airport Advisory Board reciting the terms and conditions under which the Party shall occupy or use the land and/or improvements at the Airport.

3.1.2. This Policy does not include every provision included in the Agreement nor are the provisions included in the Agreement meant to modify this Policy.

3.1.3. This Agreement shall convey one or more of the following activities: (1) use of the Airport in common with others in agreement to do so; (2) occupancy and/or exclusive use of designated land and/or improvements at the Airport; and/or (3) opportunity to provide products, services, and/or facilities at the Airport.

3.2. Use of Leased Premises

3.2.1. Aeronautical Use (Commercial)

3.2.1.1. The Agreement will specify the aviation products, services, and facilities that shall be provided by the Operator (with and without Airport Advisory Board permission). The products, services, and facilities to be provided by the Operator shall meet the requirements defined in the Minimum Standards. Failure to meet the Minimum Standards and obtain a permit from Heber City before providing additional products, services, and/or facilities shall be considered a breach to the Agreement.

3.2.2. Aeronautical Use (Non-Commercial)

3.2.2.1. The Agreement shall state premises leased by non-commercial operators shall not use Airport land and/or improvements for commercial activities. Non-Commercial leaseholders who engage in Commercial Aeronautical Activities shall be considered in breach of the Agreement.

3.2.3. Non-Aeronautical Use

3.2.3.1. Although not generally favored, non-aeronautical use of land and/or improvements that does not interfere with the primary aviation use of such land and/or improvements is permitted if the Airport Advisory Board finds the use to be beneficial to the development of the Airport.

3.2.3.1.1. If non-aeronautical use of the land and/or improvements is proposed, the Airport Advisory Board must determine that the land and/or improvements will not be needed for aeronautical activities and/or development, during the term of the proposed Agreement.

3.2.3.1.2. The use of Airport land and/or improvements for non-aeronautical activities shall be subject to the prior written approval of the FAA.

3.2.3.1.3. A non-aeronautical lease shall not exceed a term of five years.

3.2.4. Restrictions

3.2.4.1. Airport land and/or improvements shall not be occupied or used for any purpose contrary to: (1) the best interest of the Airport; (2) the safe, effective operation of the Airport, to include the health, safety and general welfare of the public, aircraft, and other personal property at the Airport; (3) the financial self-sufficiency of the Airport; (4) future Airport development; and (5) Federal Aviation Administration's Grant Assurances.

3.3. Subleasing

3.3.1. Subleasing Privileges Permitted in the Commercial Lease Agreement

3.3.1.1. An Operator may enter into an Agreement with the Airport Advisory Board allowing subleasing of space for Airport parking (tie-down and/or hangar space) and/or subleasing of office, shop, or other designated areas subject to prior written approval of the Airport Advisory Board.

3.3.1.2. If the Airport Advisory Board permits subleasing in the Agreement with the Operator, an approved sublease form consistent with the Agreement between the Operator and the Airport Advisory Board may be used by the Operator to assist in the consent process.

3.3.1.2.1. The sublease shall be submitted to the Airport Advisory Board for review and approval.

3.3.1.2.2. The Operator shall not be required to pay Heber City any portion of revenue or profit related to subleasing activities.

3.3.1.2.3. The sublease agreement must be submitted to the Airport Advisory Board for review and approval within 10 business days of execution of Sublessee. Sublease business terms shall be submitted with the sublease agreement to the Airport Advisory Board.

3.3.1.2.4. Sublessee may not occupy the premises without Airport Advisory Board approval of sublease agreement.

3.3.2. Subleasing Privileges Not Permitted in the Commercial Lease Agreement

3.3.2.1. If subleasing is not permitted in the Agreement between the Operator and the Airport Advisory Board, the Operator must obtain written approval of the Airport Advisory Board prior to subleasing any land and/or improvements. Any activity inconsistent with the Airport Master Plan, Airport Layout Plan, and other plans associated with the Airport, and/or is considered to not be in the best interest of the Airport will not be approved by the Airport Advisory Board.

3.3.2.2. The sublease agreement shall be submitted to the Airport Advisory Board for review and approval. The sublease may be rejected for any of the reasons identified in Section 2.4 (Grounds for Denial).

3.3.2.3. If an Operator subleases without advance written approval of the Airport Advisory Board, the Operator shall pay Heber City fifty percent (50%) of the sublease revenue in addition to all rents and fees paid to the City for the same subleased land and/or improvements.

3.3.2.3.1. The Airport Advisory Board may audit the Operator's financial records to determine the amount that shall be paid to the City.

3.3.2.4. The Operator shall reimburse the Airport Advisory Board for reasonable attorney's fees and expenses incurred by the Airport Advisory Board related to subleasing that is not permitted by the Agreement.

3.3.2.5. A sublessee may not occupy the premises without prior written approval by the Airport Advisory Board.

3.3.3. Sublessee Obligations

3.3.3.1. Sublessee shall comply with all regulations defined in this Policy and all other directives issued by Heber City; maintain all required insurances and coverages as defined in the Minimum Standards; and pay all required fees.

3.3.3.2. A sublessee desiring to engage in Commercial Aeronautical Activities at the Airport must obtain a Commercial Activity Permit, as outlined in the Airport's Minimum Standards, prior to any Commercial Activities.

3.3.4. Sublessee Stipulations

3.3.4.1. Unless stated otherwise, all sublease agreements shall be subject to all terms and conditions of the Agreement between the Operator and the Airport Advisory Board.

3.3.4.2. Subleasing land and/or improvements without written approval by the Airport Advisory Board shall be considered a breach in the Agreement between the Operator and the Airport Advisory Board.

3.3.4.3. Any sublease agreement made contrary to this Policy and without written approval by the Airport Advisory Board is considered null and void.

3.3.4.4. Sublease of land and/or an improvement for non-aeronautical activities is subject to prior written approval of the FAA.

3.4. Transfer of Interest

3.4.1. Assignment

3.4.1.1. A Party shall not assign an Agreement, any part or interest of an Agreement, or any rights or obligations the Party has under an Agreement without prior written approval by the Airport Manager.

3.4.1.1.1. If a Party desires such an assignment, the Party shall make application as identified in Section 2 and request written approval from the Airport Manager.

3.4.1.1.2. The City may deny such request for any reason identified in Section 2.4 (Grounds for Denial).

3.4.1.1.3. If written approval of the assignment is granted by the City the Party shall reimburse all attorney fees and expenses incurred by the City related to the assignment.

3.4.1.1.4. The Assignee shall comply with all regulations defined in this Policy and all other directives issued by Heber City; maintain all required insurances and coverages as defined in the Minimum Standards; and pay all required fees.

3.4.1.2. Any assignment made without prior written approval by the City shall be considered null and void and a breach to the Agreement.

3.4.2. Change in Majority Ownership

3.4.2.1. The City shall provide prior written approval to any change in the majority ownership of a Party or operating entity.

3.4.2.1.1. If any Party desires to change the majority ownership of the operating entity, an application and transfer fee must be submitted to the City.

3.4.2.1.2. The City may deny such request for any reason identified in Section 2.4 (Grounds for Denial).

3.4.2.1.3. If written approval of the change in majority ownership is granted by the City, the Party shall reimburse all attorney fees and expenses incurred by the City related to the change in majority ownership.

3.4.2.2. Any change in majority ownership made without prior written approval by the City shall be considered null and void and a breach to the Agreement.

3.5. Term

3.5.1. Initial Lease Term

3.5.1.1. The initial term of all Agreements shall be for no less than twenty (20) years unless otherwise recommended by the Airport Advisory Board and approved by the City Council.

3.5.2. Lease Type

3.5.2.1. Leases to be offered for new hangar construction are to be non-reversionary.

3.5.3. City Obligations

3.5.3.1. The City is not obligated to automatically grant a term of any duration once the initial term has expired.

3.5.4. Lease Extension

3.5.4.1. The term of the Agreements may be extended twice for five (5) years if the land is not needed for airport development and if the premises are structurally sound and capable of safe and legal occupancy for the remaining term.

3.5.4.2. Any renewal options related to a lease shall be subject to the same conditions set forth in the original base term. The City maintains the right to adjust any and all rates and charges in effect at the commencement of each lease extension.

3.5.5. Investment Term Adjustment

3.5.5.1. Heber City encourages tenant construction as a component of facility development. When a tenant makes approved capital improvements to the facility which increases structural integrity or the facility's market value, the tenant's investment in those improvements will be considered toward an increased lease term.

3.5.5.1.1. The Investment Term Adjustment is available only to Airport Tenants who have reversionary leases.

3.5.5.1.2. The term adjustment is to provide tenants adequate time to depreciate investments in existing hangars and buildings on the Airport.

3.5.5.1.3. The lease terms are proportionately longer for greater investments. The lease term adjustment shall not exceed the useful life of the facility.

3.5.5.1.3.1. No lease shall exceed 40 years at any given time.

3.5.5.2. Extensions may be offered for capital improvements which increase the value of the hangar.

3.5.5.2.1. The minimum lease term adjustment shall be one year. After the first year the lease term shall be adjusted in six month increments. The final calculation shall be rounded down to the nearest six month increment.

3.5.5.2.2. Only improvements completed in a one year span can be added together for a lease term adjustment.

3.5.5.3. Lease Term Adjustment Table

Hangar Size (sq ft)	Capital Improvement amounts for lease term adjustments (Dollars per year)
2000 - 2999	$10,000
3000 - 3999	$10,500
4000 - 4999	$11,250
5000 - 5999	$12,000
6000 - 7999	$12,750
8000+	$13,750

3.5.5.4. The Lease Term Adjustment table will be updated annually based upon CPI.

3.5.5.5. Process

3.5.5.5.1. When intending to improve a facility at the Airport, a Tenant shall submit a written request to the Airport Manager. The request shall

include sufficient detail outlining the purpose of the facility, improvements to be made and the anticipated cost.

3.5.5.5.2. Only after conceptual approval by the Airport Manger and Airport Advisory Board, the improvements can proceed as outlined in the request.

3.5.5.5.3. Upon completion of the improvements, the Tenant will submit a statement of actual costs certified by the Tenant's financial officer or by a certified public accountant.

3.5.5.5.4. The Airport Manager will prepare an agreement which shall amend the lease terms based upon actual construction costs.

3.6. Improvements

3.6.1. All improvements made by a Tenant must comply with all applicable regulatory measures including all those stipulated by the City.

3.6.2. Unless otherwise specified in the Agreement, the ownership of all permanent improvements shall revert to Heber City upon the end of the term of the Agreement.

3.7. Responsibilities

3.7.1. Heber City

3.7.1.1. Unless otherwise stated in the Agreement, Heber City is responsible for maintenance of all public Airport infrastructure and common areas to include runways, taxiways, public apron areas, roadways, navaids, and associated land areas.

3.7.2. Lessee

3.7.2.1. Unless otherwise stated in the Agreement, the Lessee shall be responsible for all maintenance of land and/or improvements on the leased premises. The responsibilities of the Lessee include all structural components, all exterior and interior maintenance, landscaping, janitorial, trash removal, snow removal, and sweeping.

3.7.2.2. The Lessee shall be responsible for all utilities, separately metered, shall maintain all insurance coverages as defined in the Minimum Standards, and shall remain current on all taxes and/or assessments charged by any applicable government entity or agency including personal property, income and other business tax.

3.7.2.3. The failure of a Lessee to maintain the land and/or improvements and/or pay all utilities, insurance, and taxes shall be considered a breach in the Agreement.

3.8. Condemnation

3.8.1. The Airport Advisory Board shall engage an appraiser, in the event of a full condemnation action, to determine the fair market value of the leasehold interest held by the Lessee.

3.8.2. The Agreement shall terminate on the date of the physical taking (as if the date of the taking were the date originally fixed in the Agreement for the expiration term). Upon termination of the Agreement, the Airport Advisory Board shall pay the Lessee the appraised fair market value minus any fees due to the City.

3.8.3. In the event of a partial condemnation, the Agreement shall not terminate. The rents due to the City during the unexpired portion of the Agreement shall be reduced proportionally based upon the square footage of the leased premises.

3.8.4. In the event of a full or partial condemnation by an Agency other than Heber City, the City and the Lessee shall each be entitled to receive or retain separate awards or a portion of lump sum awards as may be allocated to each party based upon the respective interest held by each party in any condemnation proceeding.

3.8.5. Condemnation shall follow all applicable regulatory measures (including those imposed by the FAA) for condemnation proceedings and any appraisal report shall meet the requirements of such regulatory measures. If there is any inconsistency between this Policy and such regulatory measures, the regulatory measures shall prevail.

3.9. Relocation

3.9.1. In the event relocation is found to be necessary (e.g. to correct Part 77 variations, ensure use consistent with the Airport Layout Plan, to facilitate future development of the Airport), the City shall provide the Lessee with land and/or improvements that are comparable to the land and/or improvements currently being occupied and/or used by the Lessee.

3.9.1.1. Such land and/or improvements shall be leased to the Lessee at the same rent and under the same terms and conditions as stipulated in the existing Agreement.

3.9.2. If comparable improvements are not available, the City shall buyout the Lessee's interest in any improvements that have been made by the Lessee. The amount to be paid shall be determined by an appraiser.

3.9.3. The City shall pay all reasonable relocation costs and expenses associated with moving the Tenant.

3.9.4. Relocation shall follow all applicable federal and state measures for relocation proceedings and any appraisal report shall meet the requirements of such regulatory measures. If there is any inconsistency between this Policy and such regulatory measures, then the regulatory measures shall prevail.

4. RATES AND CHARGES

4.1. General

4.1.1. It is the intent of this section to give guidance on setting rates and charges for Airport Leases which are in line with the current market. In addition, the City is required to maintain a rent and fee structure which makes the Airport as self-sustaining as possible while preserving and improving the Airport.

4.1.2. Without unjustly discriminating, it is the policy of the Airport Advisory Board to pursue terms and conditions that provide an equitable return for the Airport and to encourage private investment. All Agreements adequately compensate the Airport for the use of leased premises to a Tenant.

4.1.3. All Parties at the Airport shall be subject to the same rates, fees, and other charges as applicable to other Tenants utilizing the same or similar land and/or improvements for the same use or purpose.

4.1.3.1. Parties may not lease land and/or improvements that have the same attributes, uses and/or values; therefore, the Airport Advisory Board may charge different rates to similar users of the Airport as long as the rates are not unjustly discriminatory.

4.1.3.2. It is recognized that Agreements reached through negotiation or a competitive process may produce rents, fees, or other charges that may be higher than those paid by similar parties and/or users.

4.2. Mechanisms to Set Rates

4.2.1. The Airport Advisory Board will not engage in unjust economic discrimination among tenants, nor will it impose discriminatory terms. The base land and/or improvement lease rate for each leasehold will be determined based on fair market values. Building base lease rates will be determined by market comparison, supply and demand or current appraisal of the facility by a firm chosen by the Airport Advisory Board.

4.2.2. As new ground and building leases are entered into, or leases are amended, the Airport Advisory Board reserves the right to update lease rates to current values.

4.2.3. Competitive Proposal Process

4.2.3.1. Rents can be adjusted and/or established through a competitive proposal process.

4.3. Variation in Rates

4.3.1. The Airport Advisory Board may set different rates for different tenants based on rational factors that shall include but not be limited to: the value of property to be leased, the amount of use projected of common facilities, the type of use being made and the degree of competition for the facility to be leased.

4.4. Adjustment of Rents

4.4.1. All rents shall be adjusted on an annual basis throughout the term of the Agreement.

4.4.2. Escalation Clauses

4.4.2.1. Rates will be adjusted during the life of a lease. Adjustments may be based on one of three types; annual adjustment linked to the CPI, an adjustment based on re-evaluation of property or some other measure as specified in the agreement or as negotiated.

4.5. Establishment and Adjustment of Fees

4.5.1. Fees for the occupancy and use of land and/or improvements shall be established by Heber City to assist in covering the costs associated with the development, operation, and maintenance of the Airport.

4.5.2. Fees may include, but are not limited to, fuel flowage fees, transient aircraft fees, and/or permit fees.

4.5.3. Fees may be adjusted by the Airport Advisory Board on an annual basis based upon the Airport's fiscal year budget for the Airport.

4.5.4. The Airport Advisory Board reserves the right to use other means and/or establish and/or charge additional rents, fees, or other charges for the use and/or occupancy of the Airport land and/or improvements.

4.6. Payment of Rents, Fees, or Other Charges

4.6.1. Tenants must be current to the City in all payments of rents, fees, and other charges under any and all Agreements in order to occupy or use the land and/or improvements.

4.6.2. Failure to remain current in the payment of all rents, fees, and other charges to the City will be grounds for termination of the Agreement between the Lessee and the City.

4.6.3. The City may enforce the payment of rent, fees, and other charges under the Agreement by any legal means available to the City as provided by Utah law.

4.6.4. All rents, fees, and other charges assessed by the City not paid within 10 days of being due shall incur a ten percent (10%) late fee.

4.7. Bookkeeping and Records

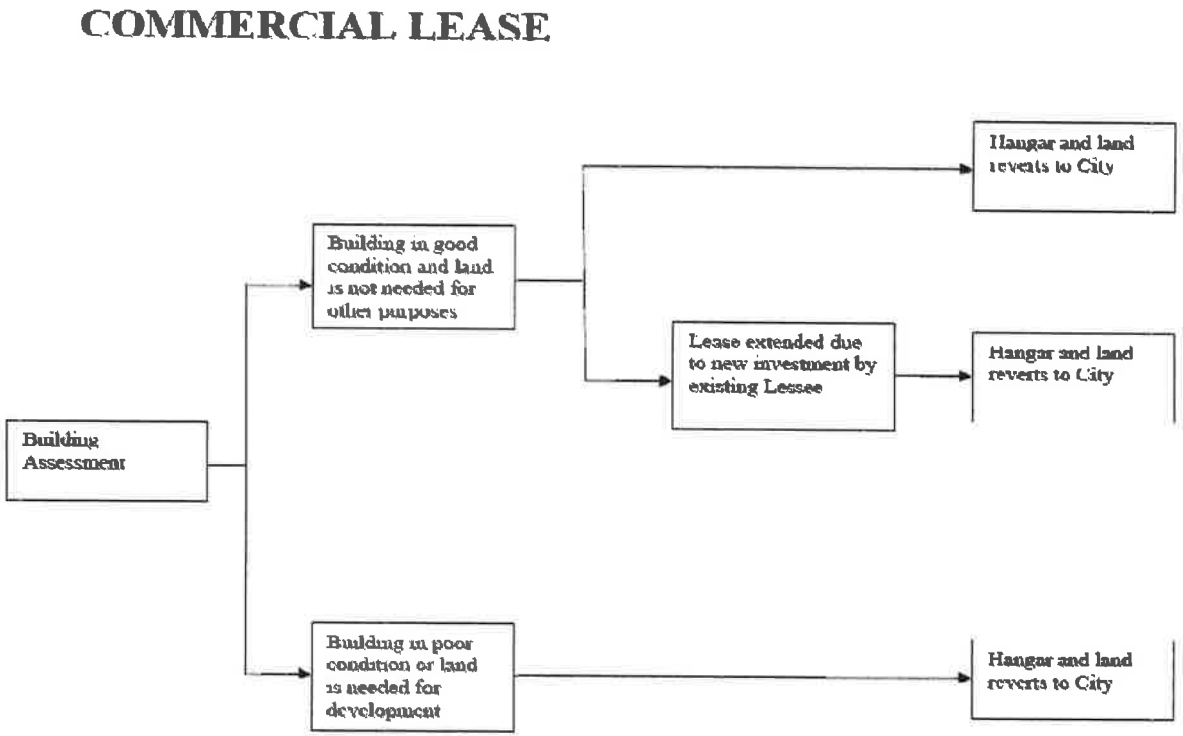
4.7.1. The Lessee shall keep records of amounts due to the City for rents, fees, or other charges related to the occupancy and/or use of the Airport land and/or improvements and/or engaging in activities at the Airport. The City shall be entitled to access such records upon 30 days notice. The City/Airport Advisory Board reserves the right to audit such records.

4.8. Exclusive Rights

4.8.1. There shall be no granting of the exclusive right to provide or engage in any aeronautical activity at the Airport; and no lease, sublease, operating permit or other agreement that is or shall be in effect at the Airport that creates such a right.

5. APPENDIX

5.1. Appendix A: Commercial Lease Flow Chart



5.2. Appendix B: Establishment of Fair Market Value

5.2.1. The Airport Advisory Board shall engage an appraiser who meets the qualifications defined in Section 5.3 of this Policy to conduct appraisals of airport land and/or improvements to determine fair market value.

5.2.1.1. The appraiser shall use current appraisal methods that are found to be appropriate by the Airport Advisory Board for the appraisal of Airport land and/or improvements.

5.2.1.2. The appraiser shall use appropriate and justifiable rate of return for airport land and/or improvements.

5.2.1.3. Airport land and/or improvements shall be appraised assuming the highest and best aviation use of the property. It shall also be assumed that the property will continue to be part of the Airport and will have access to the infrastructure and amenities of the Airport.

5.2.1.4. The appraisal shall meet the Uniform Standards of Professional Appraiser Practice (USPAP).

5.3. Appendix C: Appraiser Qualifications

5.3.1. Appraisals shall be performed by an appraiser who shall be a member of the Appraisal Institute (MAI) or similarly designated and equally qualified appraiser who shall be certified by a recognized appraisal organization.

5.3.2. The appraiser shall hold a State Certified General Real Estate Appraiser License issued by the State of Utah.

5.3.3. Any appraiser selected to appraise Airport land and/or improvements shall have working knowledge of the aviation industry including airport, air carriers, and general aviation as appropriate. The appraiser shall also demonstrate familiarity with FAA rules, regulations, and policies pertaining to valuing airport properties.

5.3.4. The selected appraiser must have performed a minimum of five (5) aeronautical property appraisals within the last five years and shall provide the Airport Advisory Board a list of locations and types of appraisals performed. Appraisals of non-aeronautical properties do not satisfy this requirement.

5.4. Appendix D: Dispute Resolution

5.4.1. A Lessee may engage a second consultant (appraiser) that meets the qualifications set forth in this Policy if the Lessee disagrees with the Fair Market Rent (value) found by consultant (appraiser) hired by the Airport Advisory Board.

5.4.1.1. All fees and expenses associated with the second consultant (appraiser) shall be paid for by the Lessee.

5.4.2. If the two appraisals show a variance of less than ten percent (10%) the average of the two appraisals shall be used.

5.4.3. If the variance between the two appraisals is more than ten percent (10%) and an Agreement cannot be reached between the Airport Advisory Board and the Lessee, the first and second appraisers shall mutually agree on a third appraiser (that meets the qualification standards) to make the final determination.

5.4.3.1. If the first and second appraisers cannot decide on a third appraiser the Airport Advisory Board shall appoint a third appraiser (who meets the qualification standards) to make the final determination.

5.4.4. The third appraiser shall review the results of the first and second appraisals and may request additional information, clarification, or justification from the first and second appraisers.

5.4.4.1. The third appraiser has the right to gather, analyze, and consider additional data as deemed appropriate to make a final determination. The decision of the third appraiser shall be accepted by the Airport Advisory Board and the Lessee and shall be legally binding upon both parties.

5.4.5. All fees and expenses associated with the work of the third appraiser shall be paid for equally by the Airport Advisory Board and the Lessee.

5.4.6. During any period of disagreement between the Airport Advisory Board and the Lessee regarding rent adjustment, the Lessee shall be responsible for the payment of the adjusted rent recommend by the first appraiser. Once the disagreement is resolved, the difference between rent paid and the final rent determination shall be paid to the Airport Advisory Board or refunded to the Lessee.

Heber City Municipal - Russ McDonald Field
75 North Main Street, Heber City, UT 84032
Phone (435) 654-4854/Fax (435) 657-2543

AIRPORT LEASE/OPERATING PERMIT APPLICATION FORM

Please read the Airport Leasing Policies prior to filling out this application.

Applicant Name: _____

Contact Person: _____

Phone: _____ Email: _____

Mailing Address: _____

Lease Area Location, if known: _____

Type of Lease:

- ❑ Ground
- ❑ Building
- ❑ Operating Permit (for subleasing)
- ❑ Commercial
- ❑ Non Commercial

If Operating Permit Application, name of Business from whom subleasing: _____

Provide a detailed description (purpose of use) of the intended commercial aeronautical activities:

_____

_____

_____

Describe the means and methods to accomplish the intended activities:

_____

_____

_____

(Attach additional sheets as necessary)

Development of Property:

Beginning Date: _____ Completion Date: _____

Value of Construction: _____

Use Complies With:

- ❑ Airport Master Plan
- ❑ Building Codes
- ❑ Permitted Land Use

_____ _____

Applicant Signature (if sublease, signature of lessee) Date

_____ _____

Airport Manager Signature Date

Heber City Corporation
Reversionary vs. Non-Reversionary Leases
75' X 75' Hangar
Includes all County Property Tax Revenue

Assumptions:

Hangar Rate (sq. foot)	$ 0.32
Unimproved Ground Rate (sq. ft)	$ 0.16
CPI Assumption/Interest Rate	2%
Leasehold 95' X95' (5,625 hangar 3,400 sq. feet unimproved)	
Estimated Initial Hangar Value	$ 250,000
Monthly Lease Fee	$ 2,500
Wasatch County Prop. Tax Rate	0.012311

	Reversionary					Non- Reversionary				
Year	Ground Lease	Property Taxes	60% Net Lease Fee	Total Revenue	NPV @ 2% Interest	Ground Lease	Property Taxes	Total Revenue	NPV @ 2% Interest	
1	$ 2,344.00	$ 3,077.75		$ 5,421.75	$ 5,421.75	$ 2,344.00	$ 3,077.75	$ 5,421.75	$ 5,421.75	
2	$ 2,390.88	$ 2,975.16		$ 5,366.04	$ 5,260.82	$ 2,390.88	$ 3,077.75	$ 5,468.63	$ 5,361.40	
3	$ 2,438.70	$ 2,872.57		$ 5,311.26	$ 5,105.02	$ 2,438.70	$ 3,077.75	$ 5,516.45	$ 5,302.24	
4	$ 2,487.47	$ 2,769.98		$ 5,257.45	$ 4,954.21	$ 2,487.47	$ 3,077.75	$ 5,565.22	$ 5,244.23	
5	$ 2,537.22	$ 2,667.38		$ 5,204.60	$ 4,808.25	$ 2,537.22	$ 3,077.75	$ 5,614.97	$ 5,187.37	
6	$ 2,587.97	$ 2,564.79		$ 5,152.76	$ 4,667.01	$ 2,587.97	$ 3,077.75	$ 5,665.72	$ 5,131.61	
7	$ 2,639.72	$ 2,462.20		$ 5,101.92	$ 4,530.36	$ 2,639.72	$ 3,077.75	$ 5,717.47	$ 5,076.95	
8	$ 2,692.52	$ 2,359.61		$ 5,052.13	$ 4,398.18	$ 2,692.52	$ 3,077.75	$ 5,770.27	$ 5,023.37	
9	$ 2,746.37	$ 2,257.02		$ 5,003.39	$ 4,270.34	$ 2,746.37	$ 3,077.75	$ 5,824.12	$ 4,970.83	
10	$ 2,801.30	$ 2,154.43		$ 4,955.72	$ 4,146.73	$ 2,801.30	$ 3,077.75	$ 5,879.05	$ 4,919.32	
11	$ 2,857.32	$ 2,051.83		$ 4,909.16	$ 4,027.22	$ 2,857.32	$ 3,077.75	$ 5,935.07	$ 4,868.83	
12	$ 2,914.47	$ 1,949.24		$ 4,863.71	$ 3,911.70	$ 2,914.47	$ 3,077.75	$ 5,992.22	$ 4,819.32	
13	$ 2,972.76	$ 1,846.65		$ 4,819.41	$ 3,800.07	$ 2,972.76	$ 3,077.75	$ 6,050.51	$ 4,770.78	
14	$ 3,032.21	$ 1,744.06		$ 4,776.27	$ 3,692.21	$ 3,032.21	$ 3,077.75	$ 6,109.96	$ 4,723.20	
15	$ 3,092.86	$ 1,641.47		$ 4,734.32	$ 3,588.03	$ 3,092.86	$ 3,077.75	$ 6,170.61	$ 4,676.55	
16	$ 3,154.72	$ 1,538.88		$ 4,693.59	$ 3,487.41	$ 3,154.72	$ 3,077.75	$ 6,232.47	$ 4,630.81	
17	$ 3,217.81	$ 1,436.28		$ 4,654.09	$ 3,390.25	$ 3,217.81	$ 3,077.75	$ 6,295.56	$ 4,585.97	
18	$ 3,282.17	$ 1,333.69		$ 4,615.86	$ 3,296.47	$ 3,282.17	$ 3,077.75	$ 6,359.92	$ 4,542.01	
19	$ 3,347.81	$ 1,231.10		$ 4,578.91	$ 3,205.97	$ 3,347.81	$ 3,077.75	$ 6,425.56	$ 4,498.92	
20	$ 3,414.77	$ 1,128.51		$ 4,543.27	$ 3,118.64	$ 3,414.77	$ 3,077.75	$ 6,492.52	$ 4,456.66	
21	$ 3,483.06	$ 1,025.92		$ 4,508.98	$ 3,034.41	$ 3,483.06	$ 3,077.75	$ 6,560.81	$ 4,415.24	
22	$ 3,552.72	$ 923.33		$ 4,476.05	$ 2,953.19	$ 3,552.72	$ 3,077.75	$ 6,630.47	$ 4,374.63	
23	$ 3,623.78	$ 820.73		$ 4,444.51	$ 2,874.88	$ 3,623.78	$ 3,077.75	$ 6,701.53	$ 4,334.81	
24	$ 3,696.25	$ 718.14		$ 4,414.39	$ 2,799.41	$ 3,696.25	$ 3,077.75	$ 6,774.00	$ 4,295.77	
25	$ 3,770.18	$ 615.55		$ 4,385.73	$ 2,726.70	$ 3,770.18	$ 3,077.75	$ 6,847.93	$ 4,257.50	
26	$ 3,845.58	$ 512.96		$ 4,358.54	$ 2,656.66	$ 3,845.58	$ 3,077.75	$ 6,923.33	$ 4,219.98	
27	$ 3,922.49	$ 410.37		$ 4,332.86	$ 2,589.23	$ 3,922.49	$ 3,077.75	$ 7,000.24	$ 4,183.20	
28	$ 4,000.94	$ 307.78		$ 4,308.72	$ 2,524.31	$ 4,000.94	$ 3,077.75	$ 7,078.69	$ 4,147.14	
29	$ 4,080.96	$ 205.18		$ 4,286.14	$ 2,461.85	$ 4,080.96	$ 3,077.75	$ 7,158.71	$ 4,111.78	
30	$ 4,162.58	$ 102.59		$ 4,265.17	$ 2,401.77	$ 4,162.58	$ 3,077.75	$ 7,240.33	$ 4,077.12	
31			$ 18,000.00	$ 18,000.00	$ 9,937.28	$ 4,245.83	$ 3,077.75	$ 7,323.58	$ 4,043.14	
32			$ 18,360.00	$ 18,360.00	$ 9,937.28	$ 4,330.75	$ 3,077.75	$ 7,408.50	$ 4,009.82	
33			$ 18,727.20	$ 18,727.20	$ 9,937.28	$ 4,417.36	$ 3,077.75	$ 7,495.11	$ 3,977.16	
34			$ 19,101.74	$ 19,101.74	$ 9,937.28	$ 4,505.71	$ 3,077.75	$ 7,583.46	$ 3,945.13	
35			$ 19,483.78	$ 19,483.78	$ 9,937.28	$ 4,595.82	$ 3,077.75	$ 7,673.57	$ 3,913.74	
36			$ 19,873.45	$ 19,873.45	$ 9,937.28	$ 4,687.74	$ 3,077.75	$ 7,765.49	$ 3,882.96	
37			$ 20,270.92	$ 20,270.92	$ 9,937.28	$ 4,781.50	$ 3,077.75	$ 7,859.25	$ 3,852.78	
38			$ 20,676.34	$ 20,676.34	$ 9,937.28	$ 4,877.13	$ 3,077.75	$ 7,954.88	$ 3,823.20	
39			$ 21,089.87	$ 21,089.87	$ 9,937.28	$ 4,974.67	$ 3,077.75	$ 8,052.42	$ 3,794.20	
40			$ 21,511.67	$ 21,511.67	$ 9,937.28	$ 5,074.16	$ 3,077.75	$ 8,151.91	$ 3,765.76	
41			$ 21,941.90	$ 21,941.90	$ 9,937.28	$ 5,175.64	$ 3,077.75	$ 8,253.39	$ 3,737.88	
42			$ 22,380.74	$ 22,380.74	$ 9,937.28	$ 5,279.16	$ 3,077.75	$ 8,356.91	$ 3,710.55	
43			$ 22,828.35	$ 22,828.35	$ 9,937.28	$ 5,384.74	$ 3,077.75	$ 8,462.49	$ 3,683.76	
44			$ 23,284.92	$ 23,284.92	$ 9,937.28	$ 5,492.44	$ 3,077.75	$ 8,570.19	$ 3,657.49	
45			$ 23,750.62	$ 23,750.62	$ 9,937.28	$ 5,602.28	$ 3,077.75	$ 8,680.03	$ 3,631.73	
46			$ 24,225.63	$ 24,225.63	$ 9,937.28	$ 5,714.33	$ 3,077.75	$ 8,792.08	$ 3,606.48	
47			$ 24,710.14	$ 24,710.14	$ 9,937.28	$ 5,828.62	$ 3,077.75	$ 8,906.37	$ 3,581.73	
48			$ 25,204.35	$ 25,204.35	$ 9,937.28	$ 5,945.19	$ 3,077.75	$ 9,022.94	$ 3,557.46	
49			$ 25,708.43	$ 25,708.43	$ 9,937.28	$ 6,064.09	$ 3,077.75	$ 9,141.84	$ 3,533.67	
50			$ 26,222.60	$ 26,222.60	$ 9,937.28	$ 6,185.37	$ 3,077.75	$ 9,263.12	$ 3,510.34	
	$ 95,091.58	$ 47,705.13	$ 437,352.66	$ 580,149.36	$ 308,848.60	$ 198,254.12	$ 153,887.50	$ 352,141.62	$ 215,848.28	
	Estimated Demolition Cost *			$ (30,000.00)	$ (11,368.75)					
	Net Revenues			$ 550,149.36	$ 297,479.84			64%	73%	

* May be funded with FAA Grants for Airport Redevelopment
Property tax revenue does not truly decline, $106,182 is shifted to other taxpayers.
Net Lease Fees are net of management, maintenance and insurance costs
Reversionary Leases would not be subject to a potential buyout

Heber City Corporation
Reversionary vs. Non-Reversionary Leases
75' X 75' Hangar
Heber City Revenues - Does not include other County Property Taxes

Assumptions:

Hangar Rate (sq. foot)	$ 0.32
Unimproved Ground Rate (sq. ft)	$ 0.16
CPI Assumption/Interest Rate	2%
Leasehold 95' X95' (5,625 hangar 3,400 sq. feet unimproved)	
Estimated Initial Hangar Value	$ 250,000
Monthly Lease Fee	$ 2,500
Heber City Property Tax Rate	0.001146

	Reversionary					Non- Reversionary			
Year	Ground Lease	Property Taxes	60% Net Lease Fee	Total Revenue	NPV @ 2% Interest	Ground Lease	Property Taxes	Total Revenue	NPV @ 2% Interest
1	$ 2,344.00	$ 286.50		$ 2,630.50	$ 2,630.50	$ 2,344.00	$ 286.50	$ 2,630.50	$ 2,630.50
2	$ 2,390.88	$ 276.95		$ 2,667.83	$ 2,615.52	$ 2,390.88	$ 286.50	$ 2,677.38	$ 2,624.88
3	$ 2,438.70	$ 267.40		$ 2,706.10	$ 2,601.02	$ 2,438.70	$ 286.50	$ 2,725.20	$ 2,619.37
4	$ 2,487.47	$ 257.85		$ 2,745.32	$ 2,586.98	$ 2,487.47	$ 286.50	$ 2,773.97	$ 2,613.98
5	$ 2,537.22	$ 248.30		$ 2,785.52	$ 2,573.39	$ 2,537.22	$ 286.50	$ 2,823.72	$ 2,608.68
6	$ 2,587.97	$ 238.75		$ 2,826.72	$ 2,560.24	$ 2,587.97	$ 286.50	$ 2,874.47	$ 2,603.49
7	$ 2,639.72	$ 229.20		$ 2,868.92	$ 2,547.52	$ 2,639.72	$ 286.50	$ 2,926.22	$ 2,598.40
8	$ 2,692.52	$ 219.65		$ 2,912.17	$ 2,535.22	$ 2,692.52	$ 286.50	$ 2,979.02	$ 2,593.42
9	$ 2,746.37	$ 210.10		$ 2,956.47	$ 2,523.32	$ 2,746.37	$ 286.50	$ 3,032.87	$ 2,588.52
10	$ 2,801.30	$ 200.55		$ 3,001.85	$ 2,511.81	$ 2,801.30	$ 286.50	$ 3,087.80	$ 2,583.73
11	$ 2,857.32	$ 191.00		$ 3,048.32	$ 2,500.69	$ 2,857.32	$ 286.50	$ 3,143.82	$ 2,579.03
12	$ 2,914.47	$ 181.45		$ 3,095.92	$ 2,489.93	$ 2,914.47	$ 286.50	$ 3,200.97	$ 2,574.42
13	$ 2,972.76	$ 171.90		$ 3,144.66	$ 2,479.54	$ 2,972.76	$ 286.50	$ 3,259.26	$ 2,569.90
14	$ 3,032.21	$ 162.35		$ 3,194.56	$ 2,469.50	$ 3,032.21	$ 286.50	$ 3,318.71	$ 2,565.47
15	$ 3,092.86	$ 152.80		$ 3,245.66	$ 2,459.80	$ 3,092.86	$ 286.50	$ 3,379.36	$ 2,561.13
16	$ 3,154.72	$ 143.25		$ 3,297.97	$ 2,450.44	$ 3,154.72	$ 286.50	$ 3,441.22	$ 2,556.87
17	$ 3,217.81	$ 133.70		$ 3,351.51	$ 2,441.39	$ 3,217.81	$ 286.50	$ 3,504.31	$ 2,552.70
18	$ 3,282.17	$ 124.15		$ 3,406.32	$ 2,432.66	$ 3,282.17	$ 286.50	$ 3,568.67	$ 2,548.61
19	$ 3,347.81	$ 114.60		$ 3,462.41	$ 2,424.24	$ 3,347.81	$ 286.50	$ 3,634.31	$ 2,544.60
20	$ 3,414.77	$ 105.05		$ 3,519.82	$ 2,416.11	$ 3,414.77	$ 286.50	$ 3,701.27	$ 2,540.66
21	$ 3,483.06	$ 95.50		$ 3,578.56	$ 2,408.27	$ 3,483.06	$ 286.50	$ 3,769.56	$ 2,536.81
22	$ 3,552.72	$ 85.95		$ 3,638.67	$ 2,400.71	$ 3,552.72	$ 286.50	$ 3,839.22	$ 2,533.03
23	$ 3,623.78	$ 76.40		$ 3,700.18	$ 2,393.42	$ 3,623.78	$ 286.50	$ 3,910.28	$ 2,529.32
24	$ 3,696.25	$ 66.85		$ 3,763.10	$ 2,386.39	$ 3,696.25	$ 286.50	$ 3,982.75	$ 2,525.69
25	$ 3,770.18	$ 57.30		$ 3,827.48	$ 2,379.62	$ 3,770.18	$ 286.50	$ 4,056.68	$ 2,522.12
26	$ 3,845.58	$ 47.75		$ 3,893.33	$ 2,373.11	$ 3,845.58	$ 286.50	$ 4,132.08	$ 2,518.63
27	$ 3,922.49	$ 38.20		$ 3,960.69	$ 2,366.83	$ 3,922.49	$ 286.50	$ 4,208.99	$ 2,515.21
28	$ 4,000.94	$ 28.65		$ 4,029.59	$ 2,360.78	$ 4,000.94	$ 286.50	$ 4,287.44	$ 2,511.85
29	$ 4,080.96	$ 19.10		$ 4,100.06	$ 2,354.97	$ 4,080.96	$ 286.50	$ 4,367.46	$ 2,508.56
30	$ 4,162.58	$ 9.55		$ 4,172.13	$ 2,349.38	$ 4,162.58	$ 286.50	$ 4,449.08	$ 2,505.33
31			$ 18,000.00	$ 18,000.00	$ 9,937.28	$ 4,245.83	$ 286.50	$ 4,532.33	$ 2,502.17
32			$ 18,360.00	$ 18,360.00	$ 9,937.28	$ 4,330.75	$ 286.50	$ 4,617.25	$ 2,499.07
33			$ 18,727.20	$ 18,727.20	$ 9,937.28	$ 4,417.36	$ 286.50	$ 4,703.86	$ 2,496.03
34			$ 19,101.74	$ 19,101.74	$ 9,937.28	$ 4,505.71	$ 286.50	$ 4,792.21	$ 2,493.05
35			$ 19,483.78	$ 19,483.78	$ 9,937.28	$ 4,595.82	$ 286.50	$ 4,882.32	$ 2,490.12
36			$ 19,873.45	$ 19,873.45	$ 9,937.28	$ 4,687.74	$ 286.50	$ 4,974.24	$ 2,487.26
37			$ 20,270.92	$ 20,270.92	$ 9,937.28	$ 4,781.50	$ 286.50	$ 5,068.00	$ 2,484.45
38			$ 20,676.34	$ 20,676.34	$ 9,937.28	$ 4,877.13	$ 286.50	$ 5,163.63	$ 2,481.70
39			$ 21,089.87	$ 21,089.87	$ 9,937.28	$ 4,974.67	$ 286.50	$ 5,261.17	$ 2,479.00
40			$ 21,511.67	$ 21,511.67	$ 9,937.28	$ 5,074.16	$ 286.50	$ 5,360.66	$ 2,476.35
41			$ 21,941.90	$ 21,941.90	$ 9,937.28	$ 5,175.64	$ 286.50	$ 5,462.14	$ 2,473.75
42			$ 22,380.74	$ 22,380.74	$ 9,937.28	$ 5,279.16	$ 286.50	$ 5,565.66	$ 2,471.21
43			$ 22,828.35	$ 22,828.35	$ 9,937.28	$ 5,384.74	$ 286.50	$ 5,671.24	$ 2,468.71
44			$ 23,284.92	$ 23,284.92	$ 9,937.28	$ 5,492.44	$ 286.50	$ 5,778.94	$ 2,466.27
45			$ 23,750.62	$ 23,750.62	$ 9,937.28	$ 5,602.28	$ 286.50	$ 5,888.78	$ 2,463.87
46			$ 24,225.63	$ 24,225.63	$ 9,937.28	$ 5,714.33	$ 286.50	$ 6,000.83	$ 2,461.52
47			$ 24,710.14	$ 24,710.14	$ 9,937.28	$ 5,828.62	$ 286.50	$ 6,115.12	$ 2,459.22
48			$ 25,204.35	$ 25,204.35	$ 9,937.28	$ 5,945.19	$ 286.50	$ 6,231.69	$ 2,456.96
49			$ 25,708.43	$ 25,708.43	$ 9,937.28	$ 6,064.09	$ 286.50	$ 6,350.59	$ 2,454.74
50			$ 26,222.60	$ 26,222.60	$ 9,937.28	$ 6,185.37	$ 286.50	$ 6,471.87	$ 2,452.57
	$ 95,091.58	$ 4,440.75	$ 437,352.66	$ 536,884.98	$ 272,768.83	$ 198,254.12	$ 14,325.00	$ 212,579.12	$ 126,382.92
				$ (30,000.00)	$ (11,368.75)				
				$ 506,884.98	$ 284,137.58			42%	44%

* May be funded with FAA Grants for Airport Redevelopment
Property tax revenue does not truly decline, $106,182 is shifted to other taxpayers.
Net Lease Fees are net of management, maintenance and insurance costs
Reversionary Leases would not be subject to a potential buyout

Heber City Corporation
Reversionary vs. Non-Reversionary Leases
75' X 75' Hangar
Heber City Revenues - Does not include other County Property Taxes

Assumptions:

Leasehold Rate (Improved/Unimproved)	$ 0.46
CPI Assumption/Interest Rate	2%
Leasehold 95' X95' (5,625 hangar 3,400 sq. feet unimproved)	
Estimated Initial Hangar Value	$ 250,000
Monthly Lease Fee	$ 2,500
Heber City Property Tax Rate	0.001146

	Reversionary					Non- Reversionary			
Year	Ground Lease	Property Taxes	60% Net Lease Fee	Total Revenue	NPV @ 2% Interest	Ground Lease	Property Taxes	Total Revenue	NPV @ 2% Interest
1	$ 2,344.00	$ 286.50		$ 2,630.50	$ 2,630.50	$ 4,151.50	$ 286.50	$ 4,438.00	$ 4,438.00
2	$ 2,390.88	$ -		$ 2,390.88	$ 2,343.06	$ 4,234.53	$ 286.50	$ 4,521.03	$ 4,430.61
3	$ 2,438.70	$ -		$ 2,438.70	$ 2,342.13	$ 4,319.22	$ 286.50	$ 4,605.72	$ 4,423.33
4	$ 2,487.47	$ -		$ 2,487.47	$ 2,341.19	$ 4,405.61	$ 286.50	$ 4,692.11	$ 4,416.17
5	$ 2,537.22	$ -		$ 2,537.22	$ 2,340.25	$ 4,493.72	$ 286.50	$ 4,780.22	$ 4,409.12
6	$ 2,587.97	$ -		$ 2,587.97	$ 2,339.32	$ 4,583.59	$ 286.50	$ 4,870.09	$ 4,402.18
7	$ 2,639.72	$ -		$ 2,639.72	$ 2,338.38	$ 4,675.26	$ 286.50	$ 4,961.76	$ 4,395.34
8	$ 2,692.52	$ -		$ 2,692.52	$ 2,337.44	$ 4,768.77	$ 286.50	$ 5,055.27	$ 4,388.61
9	$ 2,746.37	$ -		$ 2,746.37	$ 2,336.51	$ 4,864.14	$ 286.50	$ 5,150.64	$ 4,381.98
10	$ 2,801.30	$ -		$ 2,801.30	$ 2,335.58	$ 4,961.43	$ 286.50	$ 5,247.93	$ 4,375.45
11	$ 2,857.32	$ -		$ 2,857.32	$ 2,334.64	$ 5,060.66	$ 286.50	$ 5,347.16	$ 4,369.02
12	$ 2,914.47	$ -		$ 2,914.47	$ 2,333.71	$ 5,161.87	$ 286.50	$ 5,448.37	$ 4,362.68
13	$ 2,972.76	$ -		$ 2,972.76	$ 2,332.77	$ 5,265.11	$ 286.50	$ 5,551.61	$ 4,356.44
14	$ 3,032.21	$ -		$ 3,032.21	$ 2,331.84	$ 5,370.41	$ 286.50	$ 5,656.91	$ 4,350.29
15	$ 3,092.86	$ -		$ 3,092.86	$ 2,330.91	$ 5,477.82	$ 286.50	$ 5,764.32	$ 4,344.23
16	$ 3,154.72	$ -		$ 3,154.72	$ 2,329.98	$ 5,587.37	$ 286.50	$ 5,873.87	$ 4,338.26
17	$ 3,217.81	$ -		$ 3,217.81	$ 2,329.04	$ 5,699.12	$ 286.50	$ 5,985.62	$ 4,332.38
18	$ 3,282.17	$ -		$ 3,282.17	$ 2,328.11	$ 5,813.10	$ 286.50	$ 6,099.60	$ 4,326.58
19	$ 3,347.81	$ -		$ 3,347.81	$ 2,327.18	$ 5,929.36	$ 286.50	$ 6,215.86	$ 4,320.87
20	$ 3,414.77	$ -		$ 3,414.77	$ 2,326.25	$ 6,047.95	$ 286.50	$ 6,334.45	$ 4,315.24
21	$ 3,483.06	$ -		$ 3,483.06	$ 2,325.32	$ 6,168.91	$ 286.50	$ 6,455.41	$ 4,309.68
22	$ 3,552.72	$ -		$ 3,552.72	$ 2,324.39	$ 6,292.29	$ 286.50	$ 6,578.79	$ 4,304.21
23	$ 3,623.78	$ -		$ 3,623.78	$ 2,323.46	$ 6,418.13	$ 286.50	$ 6,704.63	$ 4,298.82
24	$ 3,696.25	$ -		$ 3,696.25	$ 2,322.53	$ 6,546.50	$ 286.50	$ 6,833.00	$ 4,293.50
25	$ 3,770.18	$ -		$ 3,770.18	$ 2,321.60	$ 6,677.43	$ 286.50	$ 6,963.93	$ 4,288.25
26	$ 3,845.58	$ -		$ 3,845.58	$ 2,320.67	$ 6,810.98	$ 286.50	$ 7,097.48	$ 4,283.08
27	$ 3,922.49	$ -		$ 3,922.49	$ 2,319.74	$ 6,947.20	$ 286.50	$ 7,233.70	$ 4,277.97
28	$ 4,000.94	$ -		$ 4,000.94	$ 2,318.82	$ 7,086.14	$ 286.50	$ 7,372.64	$ 4,272.94
29	$ 4,080.96	$ -		$ 4,080.96	$ 2,317.89	$ 7,227.86	$ 286.50	$ 7,514.36	$ 4,267.98
30	$ 4,162.58	$ -		$ 4,162.58	$ 2,316.96	$ 7,372.42	$ 286.50	$ 7,658.92	$ 4,263.08
31			$ 14,400.00	$ 14,400.00	$ 7,854.97	$ 7,519.87	$ 286.50	$ 7,806.37	$ 4,258.25
32			$ 14,688.00	$ 14,688.00	$ 7,851.83	$ 7,670.26	$ 286.50	$ 7,956.76	$ 4,253.48
33			$ 14,981.76	$ 14,981.76	$ 7,848.69	$ 7,823.67	$ 286.50	$ 8,110.17	$ 4,248.78
34			$ 15,281.40	$ 15,281.40	$ 7,845.55	$ 7,980.14	$ 286.50	$ 8,266.64	$ 4,244.14
35			$ 15,587.02	$ 15,587.02	$ 7,842.41	$ 8,139.75	$ 286.50	$ 8,426.25	$ 4,239.56
36			$ 15,898.76	$ 15,898.76	$ 7,839.28	$ 8,302.54	$ 286.50	$ 8,589.04	$ 4,235.04
37			$ 16,216.74	$ 16,216.74	$ 7,836.14	$ 8,468.59	$ 286.50	$ 8,755.09	$ 4,230.58
38			$ 16,541.07	$ 16,541.07	$ 7,833.01	$ 8,637.96	$ 286.50	$ 8,924.46	$ 4,226.17
39			$ 16,871.90	$ 16,871.90	$ 7,829.87	$ 8,810.72	$ 286.50	$ 9,097.22	$ 4,221.82
40			$ 17,209.33	$ 17,209.33	$ 7,826.74	$ 8,986.94	$ 286.50	$ 9,273.44	$ 4,217.53
41			$ 17,553.52	$ 17,553.52	$ 7,823.61	$ 9,166.68	$ 286.50	$ 9,453.18	$ 4,213.28
42			$ 17,904.59	$ 17,904.59	$ 7,820.48	$ 9,350.01	$ 286.50	$ 9,636.51	$ 4,209.10
43			$ 18,262.68	$ 18,262.68	$ 7,817.35	$ 9,537.01	$ 286.50	$ 9,823.51	$ 4,204.96
44			$ 18,627.94	$ 18,627.94	$ 7,814.23	$ 9,727.75	$ 286.50	$ 10,014.25	$ 4,200.87
45			$ 19,000.49	$ 19,000.49	$ 7,811.10	$ 9,922.31	$ 286.50	$ 10,208.81	$ 4,196.84
46			$ 19,380.50	$ 19,380.50	$ 7,807.98	$ 10,120.75	$ 286.50	$ 10,407.25	$ 4,192.85
47			$ 19,768.11	$ 19,768.11	$ 7,804.85	$ 10,323.17	$ 286.50	$ 10,609.67	$ 4,188.91
48			$ 20,163.48	$ 20,163.48	$ 7,801.73	$ 10,529.63	$ 286.50	$ 10,816.13	$ 4,185.02
49			$ 20,566.75	$ 20,566.75	$ 7,798.61	$ 10,740.22	$ 286.50	$ 11,026.72	$ 4,181.17
50			$ 20,978.08	$ 20,978.08	$ 7,795.49	$ 10,955.03	$ 286.50	$ 11,241.53	$ 4,177.37
	$ 95,091.58	$ 286.50	$ 349,882.13	$ 445,260.20	$ 226,704.10	$ 351,131.39	$ 14,325.00	$ 365,456.39	$ 214,661.99
				$ (30,000.00)	$ (11,148.05)				
				$ 415,260.20	$ 215,556.05			88%	100%

* May be funded with FAA Grants for Airport Redevelopment
Property tax revenue does not truly decline, $106,182 is shifted to other taxpayers.
Net Lease Fees are net of management, maintenance and insurance costs
Reversionary Leases would not be subject to a potential buyout

Heber City Corporation
Reversionary vs. Non-Reversionary Leases
75' X 75' Hangar
Includes all County Property Tax Revenue

Assumptions:

Hangar Rate (Improved/Unimproved)	$ 0.46
Unimproved Ground Rate (sq. ft)	
CPI Assumption/Interest Rate	2%
Leasehold 95' X 95' (5,625 hangar 3,400 sq. feet unimproved)	
Estimated Initial Hangar Value	$ 250,000
Monthly Lease Fee	$ 2,500
Wasatch County Prop. Tax Rate	0.012311

	Reversionary					Non- Reversionary			
Year	Ground Lease	Property Taxes	60% Net Lease Fee	Total Revenue	NPV @ 2% Interest	Ground Lease	Property Taxes	Total Revenue	NPV @ 2% Interest
1	$ 2,587.50	$ 3,077.75		$ 5,665.25	$ 5,665.25	$ 4,158.40	$ 3,077.75	$ 7,236.15	$ 7,236.15
2	$ 2,639.25	$ 2,975.16		$ 5,614.41	$ 5,502.12	$ 4,241.57	$ 3,077.75	$ 7,319.32	$ 7,172.93
3	$ 2,692.04	$ 2,872.57		$ 5,564.60	$ 5,344.24	$ 4,326.40	$ 3,077.75	$ 7,404.15	$ 7,110.95
4	$ 2,745.88	$ 2,769.98		$ 5,515.85	$ 5,191.47	$ 4,412.93	$ 3,077.75	$ 7,490.68	$ 7,050.17
5	$ 2,800.79	$ 2,667.38		$ 5,468.18	$ 5,043.67	$ 4,501.19	$ 3,077.75	$ 7,578.94	$ 6,990.57
6	$ 2,856.81	$ 2,564.79		$ 5,421.60	$ 4,900.70	$ 4,591.21	$ 3,077.75	$ 7,668.96	$ 6,932.13
7	$ 2,913.95	$ 2,462.20		$ 5,376.15	$ 4,762.42	$ 4,683.03	$ 3,077.75	$ 7,760.78	$ 6,874.83
8	$ 2,972.22	$ 2,359.61		$ 5,331.83	$ 4,628.70	$ 4,776.69	$ 3,077.75	$ 7,854.44	$ 6,818.64
9	$ 3,031.67	$ 2,257.02		$ 5,288.69	$ 4,499.42	$ 4,872.23	$ 3,077.75	$ 7,949.98	$ 6,763.55
10	$ 3,092.30	$ 2,154.43		$ 5,246.73	$ 4,374.45	$ 4,969.67	$ 3,077.75	$ 8,047.42	$ 6,709.52
11	$ 3,154.15	$ 2,051.83		$ 5,205.98	$ 4,253.67	$ 5,069.07	$ 3,077.75	$ 8,146.82	$ 6,656.54
12	$ 3,217.23	$ 1,949.24		$ 5,166.47	$ 4,136.96	$ 5,170.45	$ 3,077.75	$ 8,248.20	$ 6,604.59
13	$ 3,281.58	$ 1,846.65		$ 5,128.23	$ 4,024.20	$ 5,273.86	$ 3,077.75	$ 8,351.61	$ 6,553.65
14	$ 3,347.21	$ 1,744.06		$ 5,091.27	$ 3,915.30	$ 5,379.33	$ 3,077.75	$ 8,457.08	$ 6,503.69
15	$ 3,414.15	$ 1,641.47		$ 5,055.62	$ 3,810.13	$ 5,486.92	$ 3,077.75	$ 8,564.67	$ 6,454.69
16	$ 3,482.43	$ 1,538.88		$ 5,021.31	$ 3,708.58	$ 5,596.66	$ 3,077.75	$ 8,674.41	$ 6,406.65
17	$ 3,552.08	$ 1,436.28		$ 4,988.37	$ 3,610.57	$ 5,708.59	$ 3,077.75	$ 8,786.34	$ 6,359.53
18	$ 3,623.12	$ 1,333.69		$ 4,956.82	$ 3,515.98	$ 5,822.76	$ 3,077.75	$ 8,900.51	$ 6,313.33
19	$ 3,695.59	$ 1,231.10		$ 4,926.69	$ 3,424.71	$ 5,939.22	$ 3,077.75	$ 9,016.97	$ 6,268.01
20	$ 3,769.50	$ 1,128.51		$ 4,898.01	$ 3,336.68	$ 6,058.00	$ 3,077.75	$ 9,135.75	$ 6,223.57
21	$ 3,844.89	$ 1,025.92		$ 4,870.81	$ 3,251.79	$ 6,179.16	$ 3,077.75	$ 9,256.91	$ 6,179.99
22	$ 3,921.79	$ 923.33		$ 4,845.11	$ 3,169.94	$ 6,302.75	$ 3,077.75	$ 9,380.50	$ 6,137.24
23	$ 4,000.22	$ 820.73		$ 4,820.96	$ 3,091.06	$ 6,428.80	$ 3,077.75	$ 9,506.55	$ 6,095.32
24	$ 4,080.23	$ 718.14		$ 4,798.37	$ 3,015.04	$ 6,557.38	$ 3,077.75	$ 9,635.13	$ 6,054.21
25	$ 4,161.83	$ 615.55		$ 4,777.38	$ 2,941.82	$ 6,688.53	$ 3,077.75	$ 9,766.28	$ 6,013.88
26	$ 4,245.07	$ 512.96		$ 4,758.03	$ 2,871.30	$ 6,822.30	$ 3,077.75	$ 9,900.05	$ 5,974.33
27	$ 4,329.97	$ 410.37		$ 4,740.34	$ 2,803.41	$ 6,958.74	$ 3,077.75	$ 10,036.49	$ 5,935.54
28	$ 4,416.57	$ 307.78		$ 4,724.34	$ 2,738.08	$ 7,097.92	$ 3,077.75	$ 10,175.67	$ 5,897.49
29	$ 4,504.90	$ 205.18		$ 4,710.08	$ 2,675.22	$ 7,239.88	$ 3,077.75	$ 10,317.63	$ 5,860.17
30	$ 4,595.00	$ 102.59		$ 4,697.59	$ 2,614.76	$ 7,384.67	$ 3,077.75	$ 10,462.42	$ 5,823.56
31			$ 18,000.00	$ 18,000.00	$ 9,818.72	$ 7,532.37	$ 3,077.75	$ 10,610.12	$ 5,787.65
32			$ 18,360.00	$ 18,360.00	$ 9,814.79	$ 7,683.01	$ 3,077.75	$ 10,760.76	$ 5,752.43
33			$ 18,727.20	$ 18,727.20	$ 9,810.86	$ 7,836.67	$ 3,077.75	$ 10,914.42	$ 5,717.88
34			$ 19,101.74	$ 19,101.74	$ 9,806.94	$ 7,993.41	$ 3,077.75	$ 11,071.16	$ 5,683.99
35			$ 19,483.78	$ 19,483.78	$ 9,803.02	$ 8,153.28	$ 3,077.75	$ 11,231.03	$ 5,650.75
36			$ 19,873.45	$ 19,873.45	$ 9,799.10	$ 8,316.34	$ 3,077.75	$ 11,394.09	$ 5,618.14
37			$ 20,270.92	$ 20,270.92	$ 9,795.18	$ 8,482.67	$ 3,077.75	$ 11,560.42	$ 5,586.15
38			$ 20,676.34	$ 20,676.34	$ 9,791.26	$ 8,652.32	$ 3,077.75	$ 11,730.07	$ 5,554.76
39			$ 21,089.87	$ 21,089.87	$ 9,787.34	$ 8,825.37	$ 3,077.75	$ 11,903.12	$ 5,523.97
40			$ 21,511.67	$ 21,511.67	$ 9,783.43	$ 9,001.87	$ 3,077.75	$ 12,079.62	$ 5,493.77
41			$ 21,941.90	$ 21,941.90	$ 9,779.51	$ 9,181.91	$ 3,077.75	$ 12,259.66	$ 5,464.14
42			$ 22,380.74	$ 22,380.74	$ 9,775.60	$ 9,365.55	$ 3,077.75	$ 12,443.30	$ 5,435.06
43			$ 22,828.35	$ 22,828.35	$ 9,771.69	$ 9,552.86	$ 3,077.75	$ 12,630.61	$ 5,406.54
44			$ 23,284.92	$ 23,284.92	$ 9,767.78	$ 9,743.92	$ 3,077.75	$ 12,821.67	$ 5,378.56
45			$ 23,750.62	$ 23,750.62	$ 9,763.88	$ 9,938.80	$ 3,077.75	$ 13,016.55	$ 5,351.10
46			$ 24,225.63	$ 24,225.63	$ 9,759.97	$ 10,137.57	$ 3,077.75	$ 13,215.32	$ 5,324.16
47			$ 24,710.14	$ 24,710.14	$ 9,756.07	$ 10,340.32	$ 3,077.75	$ 13,418.07	$ 5,297.73
48			$ 25,204.35	$ 25,204.35	$ 9,752.16	$ 10,547.13	$ 3,077.75	$ 13,624.88	$ 5,271.79
49			$ 25,708.43	$ 25,708.43	$ 9,748.26	$ 10,758.07	$ 3,077.75	$ 13,835.82	$ 5,246.34
50			$ 26,222.60	$ 26,222.60	$ 9,744.36	$ 10,973.23	$ 3,077.75	$ 14,050.98	$ 5,221.37
	##########	$ 47,705.13	$ 437,352.66	$ 590,027.69	$ 312,451.54	$ 351,714.98	$ 153,887.50	$ 505,602.48	$ 303,741.70
	Estimated Demolition Cost *			$ (30,000.00)	$ (11,148.05)				
	Net Revenues			$ 560,027.69	$ 301,303.49			90%	101%

* May be funded with FAA Grants for Airport Redevelopment
Property tax revenue does not truly decline, $106,182 is shifted to other taxpayers.
Net Lease Fees are net of management, maintenance and insurance costs
Reversionary Leases would not be subject to a potential buyout

TAB B

RESOLUTION NO. 2014-12

A RESOLUTION **AMENDING** THE HEBER CITY PERSONNEL POLICY: SECTION 1.5, DEFINITION OF TERMS; SECTION 6.2, CONFERENCES, SEMINARS AND CONVENTIONS; SECTION 6.3, CERTIFICATION TESTING; SECTION 6.4, TRAVEL TIME; SECTION 13.1, ELIGIBLE EMPLOYEE; SECTION 14.1, RESIDENCY REQUIREMENT; SECTION 14.13, BENEFITS FOR PART TIME EMPLOYEES; SECTION 2.4, SEXUAL HARASSMENT; AND **ADDING** TO THE HEBER CITY PERSONNEL POLICY: APPENDIX B, HEBER CITY CORPORATION BLOOD BORNE PATHOGENS EXPOSURE CONTROL PLAN.

BE IT RESOLVED by the City Council of Heber City, Utah, that the Personnel Policy of Heber City is amended as set forth in Appendix A.

This Resolution shall take effect and be in force from and after its adoption.

ADOPTED and PASSED by the City Council of Heber City, Utah, this _____day of _____, 2014, by the following vote:

	AYE	NAY
Council Member Robert L. Patterson	_____	_____
Council Member Jeffery M. Bradshaw	_____	_____
Council Member Erik Rowland	_____	_____
Council Member Heidi Franco	_____	_____
Council Member Kelleen L. Potter	_____	_____

APPROVED:

_____

Mayor Alan W. McDonald

ATTEST:

_____

City Recorder

Article 1 Establishment of Personnel System
Section 1.5 Definition of Terms

Part-Time "As Needed" Employee. A part-time "as needed" employee is hired on an "as needed" basis and is not eligible for any benefits regardless of the amount of hours worked. This designation is an at-will position.

Article 6 Training and Development
Section 6.2 Conferences, Seminars and Conventions

A. Employees desiring to participate in a conference, seminar or convention must complete a Training and Administrative Leave form and submit it for approval to the department head. For out-of-state travel, this form must then be submitted to the City Manager for final approval. The City will pay the cost of registration fees, motel, travel, and per diem on approved leave. The City will follow federal statutes regarding non-discrimination practices in access to training and career development.

B. Employees will be compensated for time spent attending training sessions at conferences, seminars and conventions. Time allotted for meals during these conferences, etc., will not be counted as time worked.

Section 6.3 Certification Testing

Heber City will pay the cost of certification test fees a maximum of two (2) times per test per employee. Employees unable to pass a certification test after taking it twice will be required to pay the fee for any subsequent attempts. Upon passing the test, the City will reimburse the cost of the test with proof of passing and receipt for payment.

Section 6.4 Travel Time

A. Commuting Time: Commuting time is not paid work time, even when the employee is using an organization vehicle. Travel time from home to a site in response to an emergency call after the regular workday is work time.

B Single-Day Travel: An employee who travels in the course of a workday, such as from one work location to another, is entitled to compensation for his/her travel time. When an employee who normally works at one location is sent out-of-town on a single-day trip, the time spent traveling is work time. Travel to work-related meetings is compensable.

C. Over Night and Weekend Travel: An employee who travels away from home overnight or on weekends is working when he/she is a passenger on an airplane, train, boat, bus, or automobile if the travel is work related.

Article 13 Compensation and Benefit Plan
Section 13.1 Eligible Employee

Only the full-time employees of Heber City, as defined by ordinance, shall be eligible for and subject to compensation benefits described in this Article.

A. Elected Officials and members of boards and commissions shall be subject to applicable sections of state law and local statute. Unless otherwise specifically stated, elected officials and members of boards and commissions shall not be covered by the provisions of this Article.

B. Volunteer personnel and personnel appointed to serve without pay, contract employees, consultants and council rendering temporary professional service, and temporary, seasonal, part-time "as needed", or emergency employees, unless otherwise specifically stated, shall not be covered by the provisions of this Article.

Article 14 Miscellaneous Policies
Section 14.1 Residency Requirement

Heber City does not maintain a residency requirement for employment other than for police officers, which is identified in the Heber City Police Department Policy and Procedure Manual~~those positions specifically required by State Law~~. All employees, regardless of residential location, have the responsibility of being to work on time. Department heads, supervisors, ~~police officers,~~ and those employees on standby, must live within a reasonable distance in order to respond to emergencies.

Section 14.13 Benefits for Part Time Employees

Schedule of Benefits:

A. A permanent part-time employee is eligible for pro-rated vacation, sick and holiday pay in proportion to time worked (1/2 time - ¾ time). Health Insurance coverage is available if the individual works over 30 hours per week. The City will pro-rate its contribution towards health insurance based on hours worked. Persons who work under 20 hours per week on a permanent basis with no pre-determined separation date are not entitled to any fringe benefits. He/she is paid for the actual hours of work he/she completes. Part-time "as needed" employees are not eligible to receive any benefits regardless of the number of hours worked.

B. A temporary full-time employee is eligible for all holidays during his/her time of employment. He/she is not eligible for annual leave or sick leave, retirement or health insurance.

C. A temporary part-time employee is not eligible for any fringe benefits. He/she is paid for the actual hours of work he/she completes.

Article 2 Equal Opportunity and Non-Discrimination
Section 2.4 ~~Sexual~~ Harassment

Heber City will not tolerate harassment in any form, including towards the protected classes of race, color, age, religion, disability, sex, and national origin. Harassment precipitates a hostile work environment and involves inappropriate behaviors, including but not limited to the following:

1. Derogatory remarks about an employee.
2. Visual messages (e.g., posting of cartoons) that are demeaning to an employee.
3. Jokes that stereotype or make fun of an employee.

4. Unwelcome or inappropriate nicknames for an employee.

5. Verbal or nonverbal (e.g., mimicking or imitating) innuendoes that have a negative connotation for an employee.

This policy applies not only to the workplace during normal hours of operation but also to organizational travel and all work-related social functions, even if such activities are held off-site.

Heber City's policy regarding harassment in general, and sexual harassment in particular, is as follows:

A. GENERAL POLICY. It is the policy of Heber City that:

1. The giving or withholding of tangible job benefits based on the granting of sexual favors (Quid Pro Quo) and any behavior or conduct of a sexual/gender based nature which is demeaning, ridiculing or derisive and results in a hostile abusive or unwelcome work environment constitutes sexual harassment.

2. Unlawful discrimination/harassment of employees of any type, on or off duty, based on sex/gender, subtle or otherwise, shall not be tolerated and violators will be subject to disciplinary action up to and including termination.

3. Retaliation or reprisals are prohibited against any employee who opposes a forbidden practice, has filed a charge, testified, assisted or participated in any manner in an investigative proceeding or hearing under this policy.

4. False or bad faith claims regarding sexual or gender harassment shall result in disciplinary action against the accuser.

5. Employees accused of sexual harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before any disciplinary action may be taken.

6. Records and proceedings of sexual harassment claim, investigations, or resolutions are confidential and shall be maintained separate and apart from the employee's personnel file.

7. All employees, supervisors and management personnel shall receive training on the sexual/gender harassment policy and grievances procedures during orientation and in-service training.

B. PROHIBITED CONDUCT

1. Any deliberate, unwanted, or unwelcome behavior of a sex/gender based nature, whether verbal, non-verbal, or physical is prohibited.

2. Two major categories of sexual/gender harassment are:

a. Quid Pro Quo, or the granting or conditioning of tangible job benefits or the granting of sexual favors.

b. Creating a hostile or unwelcome work environment, which can occur through any or all of the following general means:

i. Level One: Sex role stereotyping.

(A) Assignments made or denied solely on the traditional historic perceptions regarding the types of jobs that specific gender may/should perform.

(B) Comments or written material reinforcing traditional historic perceptions regarding gender.

ii. Level Two: Gender harassment/discrimination.

(A) Intentional or unintentional behavior/conduct of a visual or verbal nature directed at a specific gender which is demeaning, ridiculing, or derisive.

(B) Creating an environment that demonstrates a demeaning, ridiculing, or derisive attitude toward a specific gender.

iii. Level Three: Targeted or individual harassment.

(A) Intentional behavior predicated on gender or expressing sexuality which is directed at a specific group or individual.

(B) Offensive conduct may be verbal, visual, or physical; including unwanted physical touching of a non-criminal nature.

iv. Level Four: Criminal touching.

(A) The intentional unwanted touching of the breasts, buttocks, or genitals of another.

(B) Forcible sexual abuse.

C. TYPES OF CORRECTIVE ACTION: Any employee who is being sexually harassed or who has personal knowledge of clearly offensive conduct may address the issue either through the formal or informal processes described below:

1. Informal Action.

a. Employees who are experiencing an unwelcome or hostile work environment at Level One, Level Two, or Level Three as described above may, if they so desire, choose to address that unwelcome behavior/conduct informally by notifying the individual responsible for the behavior of the behavior that is objectionable, that the conduct/behavior is unwelcome and that future similar behavior will result in a formal complaint. Employees experiencing sexual harassment at this level are not required to use the informal process and may file a formal complaint if they so desire.

b. This notification may be:

i. Verbally, in person.

ii. In writing, signed or unsigned.

iii. Through a supervisor, verbally or in writing. The victim may:

(A) Ask the supervisor for assistance in determining what to say and how to approach the offending employee.

(B) Request the supervisor to accompany the victim when the victims give the offending employee notice.

(C) Ask the supervisor to give notice to the offending employee, accompanied by the victim.

(D) Ask the supervisor alone to provide notice to the offending employee.

2. Formal Action.

a. Employees who are experiencing an unwelcome or hostile work environment which is clearly offensive or at Level Four as described above, or who have been subjected to quid pro quo type sexual harassment, should address that unwelcome behavior/conduct through the formal remedial process.

b. Formal complains should be in writing and specify:

i. The identity of the victim.

ii. The identity of the offending employee.

iii. The offensive behavior that the employee engaged in.

iv. The frequency of the offensive behavior.

v. Damage the victim suffered as a result of the offensive behavior.

vi. How the victim would like the matter settled, or what the victim would like to see happen.

c. The victim will be allowed a reasonable amount of time during work to prepare a formal complaint.

d. The victim should submit formal written complaints to their immediate supervisor. If the immediate supervisor is the employee engaging in the offensive behavior, the formal

complaint should be submitted to the next highest supervisor, the department head, the City Manager, or designee.

3. Disciplinary Action.

Employees found guilty of sexual harassment may face disciplinary action up to and including termination based on all the circumstances of the case, as well as the offending employee's work history.

D. MAINTAINING COMPLAINT FILES.

1. Information related to any sexual harassment complaint, proceeding, or resolution shall be maintained in separate and confidential sexual harassment complaint files. This information shall not be placed or maintained in any employee's personnel file.

2. Information contained in the sexual harassment complaint files shall be released only with the written authorization of the victim and the City Manager, or designee.

3. Participants in any sexual-gender harassment proceeding/investigation shall treat all information related to that proceeding/investigation as confidential.

E. VICTIM PROTECTION.

1. Individual complaints, either verbal or written, are confidential.

2. Victims of alleged sexual harassment shall not be required to confront the accused outside of a formal proceeding.

3. The accused shall not contact the victim regarding the alleged harassment.

4. Retaliation or reprisals are prohibited against any employee who opposed a practice forbidden under this policy, or who has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing.

a. Any employee engaging in prohibited retaliatory activities shall be subject to disciplinary action up to, and including, termination.

b. Retaliation is an additional and separate disciplinary offense.

c. Retaliation may consist of, but is not limited to, any of the following:

i. Open hostility.

ii. Exclusion or ostracism.

iii. Special or more closely monitored attention to work performance.

iv. Assignment to demeaning duties not otherwise performed during the regular course of the employee's duties.

APPENDIX B
HEBER CITY CORPORATION
BLOOD BORNE PATHOGENS EXPOSURE CONTROL PLAN

In accordance with the OSHA Blood Borne Pathogens Standard, 29 CFR 1910.1030, the following exposure control plan has been developed:

A. PURPOSE

The purpose of the exposure control plan is to:

1. Eliminate or minimize employee occupational exposure to blood or certain other body fluids;

2. Comply with the OSHA Blood Borne Standard, 29 CFR 1910.1030

B. EXPOSURE DETERMINATION

OSHA requires employees to perform an exposure determination concerning which employees may incur occupational exposure to blood or other potentially infectious materials. The exposure determination is made without regard to the use of personal protective equipment (employees are considered to be exposed even if they wear personal protective equipment). This exposure determination is required to list all job classifications in which employees may be expected to incur such occupational exposure, regardless of frequency. At Heber City Corporation, the following job classifications are in this category:

Public Safety Personnel
Public Works Personnel
Planning Department Personnel
This includes full time, part time, and temporary employees

In addition, OSHA requires a listing of job classifications in which some employees would be expected to incur exposure to blood or other potentially infectious materials, task or procedures that would cause these employees to have occupational exposure. It is also required to list which employees in these categories are considered to have occupational exposure. The job classifications and associated tasks for these categories are as follows:

Job Classifications	Task/Procedures
Public Safety Personnel	Auto Accidents Arrest of Injured Persons All Crime Scenes Unattended Deaths Medical Assists General Housekeeping

Public Works Personnel	Water and Sewer Maintenance General Housekeeping
Planning Personnel	Building Inspections Code Enforcement

C. IMPLEMENTATION SCHEDULE AND METHODOLOGY

OSHA also requires that this plan include a schedule and method of implementation for the various requirements of the standard. The following section complies with this requirement.

1. COMPLIANCE METHODS

Universal precautions will be observed at Heber City Corporation in order to prevent contact with blood or other potentially infectious materials. All blood or other potentially infectious material will be considered infectious regardless of the perceived status of the source individual.

The following engineering and work practice controls will be utilized at Heber City Corporation to eliminate or minimize exposure to employees at the Heber City Corporation. Where occupational exposure remains after institution of these controls, personal protective equipment shall also be utilized. At the Heber City Corporation the following engineering controls will be utilized:

Sharps Containers
Hand and Eyewash Facilities
Bio-hazard Spill Kits
Personal Protective Equipment
Antiseptic hand cleanser
Whenever possible, a professional certified cleaning company will provide all cleanups for spills. (See Appendix B-2 for current options)

The above controls will be examined and maintained on a regular schedule. The effectiveness of these controls will be reviewed by the Office of Personnel annually.

2. HAND WASHING FACILITIES

Hand washing facilities shall be made available to the employees who incur exposure to blood or other potentially infectious materials. OSHA requires that these facilities be readily accessible after incurring exposures. *(If hand washing facilities are not feasible, the employer is required to provide either an antiseptic cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes. If these are alternatives are used then the hands are to be washed with soap and running water as soon as feasible.)* Heber City Corporation shall train the designee who is responsible for providing the alternative to ensure that the alternative is monitored and accessible.

Training will be provided to all employees to ensure that after the removal of personal protective gloves, employees shall wash hands and any other potentially contaminated skin area immediately or as soon as feasible with soap and water.

Training will be provided to all employees to ensure that if an employee incurs exposure to his/her skin or mucous membranes, the area shall be washed or flushed with water as soon as feasible following contact.

3. NEEDLES

Contaminated needles and other contaminated sharps will not be bent, recapped, removed, sheared or purposely broken. **At Heber City Corporation, recapping or removal is not permitted.**

4. CONTAINERS FOR REUSABLE SHARPS

Contaminated sharps that are reusable are to be placed immediately, or as soon as possible after use, into appropriate sharps containers. At the Heber City Corporation the sharps containers are puncture resistant, labeled with a bio-hazard label and leak proof.

Location	Responsible Part for Empty
Patrol Room HCPD	Supervisor to contact an agent of the Police Department or the Office of Personnel to properly dispose of any sharps in the above mentioned container. The supervisor will check the sharps container weekly.
Evidence/Intake Room HCPD	Supervisor to contact an agent of the Police Department or the Office of Personnel to properly dispose of any sharps in the above mentioned container. The supervisor will check the sharps container weekly.
Police Vehicles	Each Officer is responsible to empty his/her portable sharps container into the sharps container located in the Evidence Intake or Patrol Room.

5. WORK AREA RESTRICTIONS

In work areas where there is a reasonable likelihood of exposure to blood or other potentially infectious materials, employees are not to eat, drink, apply cosmetics or lip balm, smoke, or handle contact lenses. Food and beverages are not to be kept in refrigerator, freezers, shelves, cabinets, or on counter or bench tops where blood or other potentially infectious materials are present.

Mouth pipetting/suctioning of blood or other potentially infectious materials is prohibited. Any procedure involving a significant risk of exposure will be conducted in a manner which will minimize splashing, spraying, splattering, and generation of droplets of blood or other potentially infectious materials. There shall be no handling of blood at Heber City Corporation, with the exception of an employee who is doing it as a part of their required duties. All clean up of blood will be provided by a professional certified cleaning company will provide all cleanups for spills. (See Appendix B-2 for current options)

6. SPECIMENS

Specimens of blood or other potentially infectious materials will be placed in a container which prevents leakage during the collection, handling, processing, storage, and transport of the specimen. Please contact the Heber City Corporation for transportation of specimens.

The container used for this purpose will be labeled or color coded in accordance with the requirements of the OSHA 29 CRF 1910.1030 standard.

Any specimens which could puncture a primary container will be placed within a secondary container which is puncture resistant.

If outside contamination of the primary container occurs, the primary container shall be placed within a secondary container which prevents leakage during the handling, processing, storage, transport, or shipping of the specimen.

7. CONTAMINATED EQUIPMENT

The immediate supervisor or his/her designee is responsible for ensuring that equipment which has become contaminated with blood or other potentially infectious materials shall be examined prior to servicing or shipping and shall be decontaminated as necessary unless the decontamination of the equipment is not feasible. Equipment not decontaminated shall be tagged/labeled and placed in a designated container or bag. If a vehicle is found to be contaminated a professional, certified cleaning company will be immediately contacted for decontamination of the vehicle. Employees required to use City vehicles for the performance of their duties will be provided training to utilize Personal Protective Equipment until the spill can be properly decontaminated. (See Appendix B-2 for decontamination options.)

8. PERSONAL PROTECTIVE EQUIPMENT

Personal Protective Equipment Provision

The department head or his/her designee is responsible for ensuring that the following provisions are met.
All personal protective equipment (PPE) used at Heber City Corporation will be provided without cost to employees. PPE will be chosen based on the anticipated exposure to blood or other potentially infectious materials. The protective equipment will be considered appropriate only if it does not permit blood or other potentially infectious materials to pass through or reach

the employees' clothing, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time which the protective equipment will be used.

Each department will be responsible for obtaining the equipment that will fulfill the PPE need for their respective job classifications.

Personal Protective Equipment Use

The department head or his/her designee shall ensure that the employee uses appropriate PPE unless the supervisor shows that the employee temporarily and briefly declined to use PPE when under rare and extraordinary circumstances or it was the employee's professional judgment that in the specific instance its use would have prevented the delivery of healthcare or posed an increased hazard to the safety of the worker or co-worker. When the employee makes this judgment, the circumstances shall be investigated by the department head or his/her designee and documented in order to determine whether changes can be instituted to prevent such occurrences in the future. The documentation will be reviewed by the Office of Personnel.

Annual training in the proper use of PPE will assist the department head or his/her designee in completing this responsibility.

Personal Protective Equipment Accessibility

The department head or his/her designee shall ensure that appropriate PPE in the appropriate sizes is readily accessible at the work site or is issued without cost to employees. Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to those employees who are allergic to the gloves normally provided.

Personal Protective Equipment Cleaning, Laundering and Disposal

All personal protective equipment will be cleaned, laundered, and disposed of by the employer at no cost to the employees. All repairs and replacements will be made by the employer at no cost to employees.

All garments which are penetrated by blood shall be removed immediately or as soon as feasible. All PPE will be removed prior to leaving the work area.

When PPE is removed, it shall be placed in an appropriately designated area or container for storage, washing, decontamination or disposal.

Gloves

Gloves shall be worn where it is reasonably anticipated that employees will have hand contact with blood or other potentially infections materials, non-intact skin, and mucous membranes; when performing vascular access procedures and when handling or touching contaminated items or surfaces. Disposable gloves used at the Heber City Corporation are not to be washed or decontaminated for reuse and are to be replaced when they become contaminated or as soon as

feasible if they are torn, punctured, exhibit other signs of deterioration, or when their ability to function as a barrier is compromised.

Eye and Face Protection

Masks in combination with eye protection devices, such as goggles or glasses with solid side shields, or chin length face shields, are required to be worn whenever splashes, splatters, or droplets of blood or other potentially infectious materials may be generated and eye, nose, or mouth contamination can reasonably be anticipated. Situations at Heber City Corporation which would require such protection are as follows but not limited to:

Assisting Injured Persons
Assisting Medical Personnel
Crime Scene Processing
Traumatic/Violent Injuries
General Housekeeping

Additional Protection

Additional protective clothing, such as lab coats, gowns, aprons, clinic jackets, or similar outer garments, shall be worn in instances when gross contamination can reasonably be anticipated. The following situations required that such protective clothing be utilized but are not limited to crime scene processing, general housekeeping, and/or in the event of a mass injury situation.

9. HOUSEKEEPING

This facility will be cleaned and decontaminated on an as needed basis as determined by risk of a blood borne pathogen exposure.

Decontamination will be accomplished by utilizing a professional, certified cleaning company. A professional, certified cleaning company will provide all cleanup for spills. (See Appendix B-2 for current options)

All contaminated work surfaces will be decontaminated immediately after the completion of procedures or as soon as feasible after any spill of blood or other potentially infectious material, as well as the end of the work shift if the surface may have become contaminated since the last cleaning.

All bins, pails, cans and similar receptacles shall be inspected weekly by the Building Maintenance Staff. If found to be contaminated, a professional certified cleaning company will be contacted to provide cleanup for spills. (See Appendix B-2 for current options)

Any broken glassware which may be contaminated will not be picked up directly with the hands.

Reusable sharps that are contaminated with blood or other potentially infectious materials shall not be stored or processed in a manner that requires employees to reach by hand into containers where these sharps have been placed.

10. REGULATED WASTE DISPOSAL

Disposable Sharps

Contaminated sharps shall be discarded immediately or as soon as feasible in containers that are close-able, puncture resistant, leak proof on sides and bottom and labeled or color coded.

During use, containers for contaminated sharps shall be easily accessible to personnel and located as close as is feasible to the immediate area where sharps are used or can be reasonably be anticipated.

The containers shall be maintained upright throughout use and replaced routinely and not allowed to overfill. When moving containers of contaminated sharps from the area of use, the containers shall be closed immediately prior to removal or replacement to prevent spillage or protrusion of contents during handling, storage, transport, or shipping.

The container shall be placed in a secondary container if leakage of the primary container is possible. The second container shall be close-able, constructed to contain all contents and prevent leakage during handling, storage and transport, or shipping. The second container shall be labeled or color coded to identify its contents.

Reusable containers shall not be opened, emptied, or cleaned manually or in any other manner which would expose employees to the risk of percutaneous injury.

Other Regulated Waste

Other regulated waste shall be placed in containers which are close-able and constructed to contain all contents and prevent leakage of fluids during handling, storage, transportation or shipping.

The waste must be labeled or color coded. The universal bio-hazard symbol shall be used. The label shall be florescent orange or orange-red. Red bags or containers may be substituted for labels. The waste shall be closed prior to removal to prevent spillage or protrusion of contents during handling, storage, transport, or shipping.

NOTE: Disposal of all regulated waste shall be in accordance with applicable Federal, State, and Local regulations.

11. LAUNDRY PROCEDURES

Laundry contaminated with blood or other potentially infectious materials will be handled as little as possible. Such laundry will be placed in an appropriately marked (bio-hazard labeled or

color coded red) bags at the location where it was used. Such laundry will not be sorted or rinsed in the area of use.

If laundry is contaminated to a degree that it cannot safely be decontaminated, it should be properly labeled. A representative of Heber City Police Department should be contacted for proper disposal. Reimbursement of any personal items that are destroyed will be determined by the department head.

Please note: If your facility ships contaminated laundry off-site to a second facility which does not utilize Universal Precautions in the handling of all laundry, contaminated laundry must be placed in bags or containers which are labeled or color-coded. All contaminated clothing should be laundered at the above specified site prior to being shipped to the secondary facility, i.e.; dry cleaning or cleaning at employees' personal residences.

12. HEPATITIS B VACCINE AND POST-EXPOSURE EVALUATION AND FOLLOW-UP

General

The Heber City Corporation shall make available the Hepatitis B vaccination series to all employees who have occupation exposures and post exposure follow-up to employees who have had an exposure incident.

The Office of Personnel shall ensure that all medical evaluation and procedures including the Hepatitis B vaccination series and post exposure follow-up including prophylaxis are:

A) Made available at no cost to the employee;

B) Made available to the employee at a reasonable time and place;

C) Performed by or under the supervision of a licensed physician or by or under the supervision of another licensed healthcare professional; and

D) Provided according to the recommendation of the U.S. Public Health Service.

All laboratory tests shall be conducted by an accredited laboratory at no cost to the employee.

Hepatitis B Vaccination

The Office of Personnel is in charge of the Hepatitis B vaccination program. We contract with Wasatch County Health Department to provide this service.

Hepatitis B vaccination shall be made available after the employee has received the training in occupational exposure (see information and training) and within 10 working days of initial assignment to all employees who have occupational exposure unless the employee has

previously received the complete Hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or the vaccine is contraindicated for medical reasons.

Participation in a pre-screening program shall not be prerequisite for receiving the Hepatitis B vaccination.

If the employee initially declines the Hepatitis B vaccination but at a later date while still covered under the standard decides to accept the vaccination, the vaccination shall then be made available.

All employees who decline the Hepatitis B vaccination offered shall sign the OSHA required waiver indicating their refusal. (See Appendix B-1)

If a routine booster of Hepatitis B is recommended by the U.S. Public Health Service at a future date, such booster shall be made available.

Post Exposure Evaluation and Follow-up

All exposure incidents shall be reported, investigated, and documented. When the employee incurs an exposure incident, it shall be reported to the immediate supervisor and the Office of Personnel.

Following a report of an exposure incident, the exposed employee shall immediately receive a confidential medical evaluation and follow-up, including at least the following elements:

A) Documentation of the route of exposure and the circumstances under which the exposure incident occurred;

B) Identification and documentation of the source individual, unless is can be established that identification is infeasible or prohibited state or local law.

C) The source individual's blood shall be tested as soon as feasible after consent is obtained in order to determine HBV and HIV infectivity. If consent is not obtained the City Attorney shall establish that legally required consent cannot be obtained. When the source individual's consent is not required by law, the source individual's blood, if available, shall be tested and the results documented. *For involuntary testing of the source individual, see 78-29-102 in Utah Criminal Code.*

D) When the source individual is already known to be infected with HBV or HIV, testing for the source individual's know HBV or HIV status need not be repeated.

E) Results of the source individual's testing shall be made available to the exposed employee, and the employee shall be informed of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual.

Collection and testing of blood for HBV and HIV serological status will comply with the

following:

A) The exposed employee's blood shall be collected as soon as feasible and tested after consent is obtained;

B) The employee will be offered the option of having his/her blood collected for testing of the employee's HIV/HBV serological status. The blood sample will be preserved for up to 90 days to allow the employee to decide if the blood should be tested for HIV serological status.

All employees who incur an exposure incident will be offered post-exposure evaluation and follow-up in accordance with the OSHA standard. All post-exposure follow-up will be performed by any hospital or medical clinic most accessible to the employee.

Information Provided to the Healthcare Professional *(Post Exposure Follow-Up Procedure)*

The Office of Personnel shall ensure that the healthcare professional responsible for the employee's Hepatitis B vaccination is provided with the following:

A) A statement that the employee has been informed of the results of the evaluation;

B) A statement that the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials which require further evaluation or treatment.

NOTE: All other finds or diagnosis shall remain confidential and shall not be included in the written report.

13. LABELS AND SIGNS

The individual packaging contaminated material shall ensure that bio-hazard labels shall be affixed to containers of regulated waste, refrigerators and freezers containing blood or other potentially infectious materials.

The universal bio-hazard symbol shall be used. The label shall be florescent orange or orange-red.

Red bags or containers may be substituted for labels. At Heber City Corporation the bio-hazard symbol, red bags or containers are acceptable labeling procedures.

14. INFORMATION AND TRAINING

The Office of Personnel shall ensure that training is provided at the time of initial assignment to tasks where occupational exposure may occur, and that it shall be repeated within twelve months of the previous training. Training shall be tailored to the education and language level of the

employees, and offered during the normal work shift. The training will be interactive and cover the following:

A) A copy of the standard and an explanation of its contents;

B) A discussion of the epidemiology and symptoms of blood borne diseases;

C) An explanation of the modes of transmission of blood borne pathogens;

D) An explanation of the Heber City Corporation Blood Borne Pathogen Exposure Control Plan, and a method for obtaining a copy.

E) A recognition of tasks that may involve exposure.

F) An explanation of the use and limitations of the methods to reduce exposure, for example engineering controls, work practices and personal protective equipment (PPE).

G) Information on the types, use, location, removal, handling, decontamination, and disposal of the PPEs.

H) An explanation of the basis of selection of PPEs

I) Information on the Hepatitis B vaccination, including efficacy, safety, method of administration, benefits, and that it will be provided free of charge.

J) Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials.

K) An explanation of the procedures to follow if an exposure incident occurs, including the method of reporting and medical follow-up.

L) Information of the evaluation and follow-up required after an employee exposure incident.

M) An explanation of the signs, labels, and color coding systems.

The person conducting this training shall be knowledgeable and must posses a current certification by a reputable source in the subject manner.

Employees who have received training on blood borne pathogens in the twelve months preceding the effective date of this policy shall only receive training in the provisions of the policy that were not covered.

Additional training shall be provided to employees when there are any changes of tasks or procedures affecting the employee's occupational exposure.

15. RECORD KEEPING

Medical Records

The Office of Personnel is responsible for maintaining medical records as indicated below. These records will be kept in the Office of Personnel.

Additional records will be kept at the Wasatch County Health Department in regards to vaccinations. Other medical records will be kept at above listed care facilities when post-exposure testing is provided.

Medical records shall be maintained in accordance with OSHA Standard 29CFR 1910.20. These records shall be kept confidential, and must be maintained for at least the duration of employment plus 30 years. The records shall include the following:

A) The name and social security number of the employee.

B) A copy of the employee's HBV vaccination status, including the dates of vaccination.

C) A copy of all results of examinations, medical testing, and follow-up procedures.

D) A copy of the information provided to the healthcare professional, including a description of the employee's duties as they relate to the exposure incident, documentation of the routes of exposure and circumstances of the exposure.

Training Records

The Office of Personnel is responsible for maintaining the following training records. These records will be kept at the Office of Personnel.

Training records shall be maintained for three years from the date of training. The following information shall be documented:

A) The dates of the training sessions;

B) An outline describing the material presented;

C) The names and qualifications of persons conducting the training;

D) The names and job titles of all persons attending the training sessions.

Availability

All employee records shall be made available to the employee in accordance with 29 CFR 1910.20.

All employee records shall be made available to the Assistant Secretary of Labor for the Occupation Safety and Heath Administration and the Director of the National Institute for Occupational Safety and Health upon request.

Transfer of Records

If the Heber City Corporation is closed or there is no successor employer to receive and retain the records for the prescribed period, the Director of NIOSHA shall be contacted for final disposition.

16. EVALUATION AND REVIEW

The Office of Personnel or its designee is responsible for annually reviewing this program, its effectiveness and for updating the program as needed.

17. DATES

All provisions required by this standard were implemented by Heber City Corporation prior to July 30, 1992.

APPENDIX B-1
HEBER CITY CORPORATION
HEPATITIS B VACCINE WAIVER

This is to certify that on this date I have received materials regarding infectious diseases HIV and Hepatitis B and have been provided with employee training regarding this information.

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine at no charge to myself. However, I decline Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If, in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with Hepatitis B vaccine, I can receive the vaccination series at no charge to me.

I certify that I have read the above waiver and understand the waiver, and that in signing it I am signing away any right of claim for damages sustained to me in the event of exposure to Hepatitis B virus (HBV) outside my place of employment and subsequent acquisition of HBV.

_____
Employee Signature

_____
Employee Name
Please print

_____
Date

_____
Witness

APPENDIX B-2

CRIME SCENE CLEANERS

At the writing of this document, the only professional, certified cleaning company available in the area is Crime Scene Cleaners. Crime Scene Cleaners is a national organization that specializes in the cleanup of all types of trauma, distressed property, and biohazard scenes in communities across the United States. In order to contact Crime Scene Cleaners for 24 hours service call 1-800-357-6731. Their website can be found at www.crimescenecleaners.com.

In the even that additional cleanup services become available, this document will be re-evaluated.

APPENDIX B-3

BLOOD SPILL CLEAN UP

In the event that a workspace is grossly contaminated with blood or other potentially infectious materials, the Heber City Corporation employees shall not attempt to clean the spill. Instead, entry to the contaminated area shall be restricted and a professional, certified cleaning company will be contacted. (See Appendix B-2)

TAB C

There are no physical materials for this agenda item.

TAB D

Section 13.16.090 Bridges and Flumes--Required.

It is the duty of any person desiring to drive across any public water ditch or canal at any place other than at a public crossing, before so doing, to place over the ditch or canal a substantial bridge or to place in the canal a substantially covered flume sufficiently high and of sufficient capacity so as not to interfere with or prevent the free and unobstructed flow of water in said ditch or canal, and said bridge or flume shall be constructed and placed under the direction of the City Engineer. No irrigation ditch shall be obstructed by a culvert less than 12 inches in diameter and if the irrigation ditch services a storm drainage, the size of the culvert must be at least 18 inches in diameter. (Ord. 90-05, 1990; Prior code §11-9)

(2006-03, Amended, 04/20/2006)