



HURRICANE CITY

UTAH

Mayor
Nanette Billings

City Manager
Kaden DeMille

Airport Board

Dave Houston
Scott Freeman
Kate Wadsworth
Cathy Clark
Jim Lemmon
John Williams
Brett Poulsen
Derek Hall

HURRICANE CITY MUNICIPAL AIRPORT ADVISORY BOARD MEETING AGENDA

Tuesday, November 19, 2024
9:00 A.M.
City Hall Council Chambers - 147 N 870 W

Notice is hereby given that the General Dick Stout Field Airport Advisory Board will hold a Regular Meeting in the City Hall Council Chambers located at 147 N 870 W, Hurricane, UT. A silent roll call will be taken, along with the Pledge of Allegiance and prayer by invitation.

AGENDA

1. Call to Order, Pledge of Allegiance, Prayer
2. Review Minutes from September 17 and October 15, 2024
3. Consideration or recommendation for amendments to airport overlay zone ordinance.
4. Consideration and possible recommendation to the City Council regarding the assignment of the hangar lease for pad 6 South 1 East from the Norman R. and Patricial E. Anderson Family Trust to Motive Aero LLC a Wyoming limited liability company. -Lauren Burton
5. Consideration and possible recommendation to the City Council regarding the assignment of the hangar lease from Robert J. Davis to the Douglas Jones Revocable Trust for hangar pad 5 South 3 East at the Hurricane City Airport.
6. Status of revised requirements for business license approval for airport-based businesses.
7. Consideration and possible recommendation for approval of two business licenses to be ran out of Hurricane City Airport. WSW Aviation LLC and Skyline Flight Instruction.
8. Review and discussion of the amended CIP for Hurricane City Airport.

9. New Business

10. Adjourn



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HURRICANE CITY MUNICIPAL AIRPORT ADVISORY BOARD MEETING MINUTES

Tuesday, September 17, 2024

9:00 A.M.

City Hall Council Chambers - 147 N 870 W

Notice is hereby given that the General Dick Stout Field Airport Advisory Board will hold a Regular Meeting in the City Hall Council Chambers located at 147 N 870 W, Hurricane, UT. A silent roll call will be taken, along with the Pledge of Allegiance and prayer by invitation.

AGENDA WITH MINUTES

1. Call to Order, Pledge of Allegiance, Prayer
Pledge-Mike Vercimak, Prayer- Derrik Hall
2. Review Minutes from July 16 and August 20, 2024
Derrick Hall motions to approve both minutes. Scott Freeman seconded, unanimously passed.
3. Clarification on business licensing requirements for airport ran businesses.

Dayton Hall spoke on the requirements for the commercial businesses running operations out of the Hurricane Airport.

Dayton- no person should conduct business activity at the airport unless conduct of activity has been approved by the City Council. Any business operating out of the airport must have a written lease with a hanger for office space. Rules and regulations of airport businesses was published 12/17/09. This did not include minimum standards for operation. Dave Houston says that the published rules were amended after 2009 to include minimum standards for businesses. He clarified that there are different standards for different types of operations and sent a copy to Dayton Hall for flight instructors for review. Dave Houston states that there is a provision for guest instructors that can perform 10 flights per month without having a lease for office space but they still require a business license.

The minimum standards are that the instructor, and his aircraft must be properly certified, they must lease office space with a minimum of 140 square feet and access to a restroom. They must be operating 8 hours per day and hours must be conspicuously

posted. They must also have Hurricane City listed as a secondary on their insurance policy.

Discussion on possibly changing the minimum standards for hours of operation and why they are necessary. Further discussion on the office space requirements and how they can look into non-exclusive agreements with hanger owners so multiple businesses may access restroom facilities and office spaces. There are possible buildings to operate out of and if the city would allow businesses to run out of their building, there would need to be a lot of work done to it prior. Dave Houston suggests Jess Ellwanger, flight instructor, operate as a guest with 10 flights per month until he finds a space to lease. Clark Fawcett notes that he believes there should be minimum standards but that the current standards may be too restrictive and should be revisited.

Steve Lemmon asks for clarification on independent flight instructors that are not based out of Hurricane, if they would need a business license. He offers his hanger for Jess's use when completed. Discussion on rules for mobile business licensing for the state and deciding if flight instructors would be included. Michael Burton believes they would not fall under the state code for mobile businesses. Mayor Billings suggests a meeting to discuss the minimum standards and licensing requirements with at least one flight instructor present for the discussion, not an open meeting. Who will be required to have a license, minimum standards and rules and regulations will be discussed at the working meeting and will be brought back to Airport Board for review. Concerns and comments for this meeting can be brought to Clark Fawcett.

4. Consideration of possible recommendation to City Council of a business license for Jess Ellwanger, Orbital Flight Training, operation at Hurricane Airport.

Discussion on the possibility of temporarily, until Steve Lemmon's project is complete for rental, Jess can operate through the fence at the 10 hours of flight allowed, or if approved, start with the provision that he will be operating out of Steve's hanger. Dayton Hall speaks on the minimum standards of a commercial lease needing to be approved through City Council. Dave Houston says that Jess meets every requirement besides the lease. Jess asks if a lease can be applied to a tie-down, but Dave says no. Scott Freeman asks for clarification if all currently operating instructors need a lease. Dave Houston says they are operating under his business license and building so they would be covered. Further discussion continues on the age of the minimum requirements and how they need to be discussed and looked at as they are stunting forward progress with the airport. They need rules and regulations that are consistent across the board for all persons operating a business within the airport. As Jess Ellwanger cannot meet the current requirements there is no recommendation made for City Council. The business license application is tabled.

5. Discussion on status of the AWOS Project bid award and the status of the airport lighting engineering funds payback to the FAA including the impact to any current and future federal funding for airport maintenance and improvement projects.

Scott Freeman brings up FAA funding that the airport board should be applying for, but the FAA will not fund them until the grant for the airport lighting project is paid back. He asks for an update on the payback and what is being done about it as not paying it back could cause stagnation with future projects. He references Federal Code 31-37-20B that the government will not provide funds to entities that have not paid back a federal debt. Dayton Hall states that it is being worked on and they are in communication with the FAA currently attempting to solve this issue.

Discussion on how this could affect the future projects and safety of the airport and the unwillingness of people to build new hangers in Hurricane as there has been instability in board discussions. Steven Cox asks how the current maintenance projects are being funded if we are not able to obtain funding, Mike Vercimak clarifies that there is a budget for the airport through the City budget that funds more than the airport profits and that funding goes towards the maintenance projects. The FAA funding is for larger projects.

6. New Business

Scott Freeman asked for an update on the information to be sent to SUU. Kaden Demille had mailed it out to them. Scott suggested that they travel up to SUU to meet with the flight program director to create a better personal relationship so it will be easier to work with them in the future.

Pat (did not get last name)- With SUAA, and they are trying to support aviation in Southern Utah and asks that agendas are posted earlier so they have time to see them rather than them being posted within the legal noticing time. Discussion on the problems with being able to post agendas early and possible ways to fix that to help others support our airport better.

Further discussion on FAA funding. Clark Fawcett and Dayton Hall reiterated that it lies with City Council and is beyond the Airport Board at this time and is not an action item for this meeting.

7. Adjourn

Bret Poulson motion to adjourn. Cathy Clark seconds the motion. Unanimous. Meeting adjourned at 10:37 AM.



Mayor
Nanette Billings

City Manager
Kaden DeMille

Airport Board

Dave Houston
Scott Freeman
Kate Wadsworth
Cathy Clark
Jim Lemmon
John Williams
Brett Poulsen
Derek Hall

HURRICANE CITY MUNICIPAL AIRPORT ADVISORY BOARD MEETING MINUTES

Tuesday, October 15, 2024

9:00 A.M.

City Hall Council Chambers - 147 N 870 W

Notice is hereby given that the General Dick Stout Field Airport Advisory Board will hold a Regular Meeting in the City Hall Council Chambers located at 147 N 870 W, Hurricane, UT. A silent roll call will be taken, along with the Pledge of Allegiance and prayer by invitation.

AGENDA

Present: Mayor Billings, Clark Fawcett, Mike Vercimak, Jim Lemmon, John Williams, Derek Hall, Brett Poulsen, Cathy Clark, Kate Wadsworth, Dave Houston, Scott Freeman

1. Call to Order, Pledge of Allegiance, Prayer

Meeting called to order by Jim Lemmon at 9:01 am

Cathy Clark- Pledge, Brett Poulson- Prayer

2. Consideration and possible recommendations on a new commercial use and SASO lease for hanger pad 2 N 3 E for Scott Stratton.

Scott Stratton clarifies the location of the hanger and the infrastructure that will be needed to complete the project.

Derek Hall motions to recommend approval for commercial hanger lease. Brett Poulson Seconds the motion. Unanimous vote.

John Williams would like to see a plot plan of this hanger.

Steve Lemmon clarifies where the asphalt entrance will be as it shares with his hanger.

Scott Stratton says a new sewer line will be put in and explained where the drainage runs.

Derek Hall motions to recommend approval. Brett Poulsen seconds. Unanimous vote.

3. Consideration and possible approval of a new private hangar lease agreement of an existing hangar pad at 8 S 2 E. -James Rosser

James Rosser has been utilizing the hanger for 3 years and had not assumed a lease. He is needing a new lease for this hanger.

Derek Hall motions to recommend approval. Brett Poulsen seconds. Unanimous vote.

4. Update on AWOS and repaying FAA for engineered lighting project.

Mayor Billings sent a letter to the FAA on October 4th, 2024 and the FAA accepted the proposal. The airport is now able to apply for future funding without issue.

Airport Board requests better communication from City Council on airport related issues.

5. Status and acceptance of letter and training information delivery to SUU.

The City Manager, Kaden Demille, sent the letter that was created for the SUU flight program on October 11th. Scott Freeman was hoping it would have been delivered in person to create a better in person relationship. Mayor Billings says they will speak with Kaden to schedule a time for him and members of the Airport Board to go to SUU to speak with the instructor about the letter.

6. Revision of the requirements for a business license approval and issuance for new businesses to be located at the airport.

Dayton Hall sent the current rules to the Airport Board, and they agree that there are inconsistencies with current businesses and the rules either need to be changed or better enforced. Scott Freeman proposes that the Airport Board have the opportunity to review the rules and make changes. A discussion is to be had and changes proposed to City Council.

7. Consideration of businesses applying for licenses at the airport.

Discussion on two new instructors that would like to obtain business licenses for the airport and run out of Steve Lemmon's hanger. Dave Houston agrees that they need business licenses and will need to go through approval through Airport Board next time.

Further discussion on how the standards need to be reviewed and changes made. Questions about through the fence operations and how they should be handled until the standards are looked at. They will just continue to operate as they have been until further discussion is had.

8. New Business

Scott Freeman gives an overview as a representative for AOPA for airport advocacy. He spoke on the growth of Hurricane and how the operations of the airport have grown as

well. He spoke on the importance of adding the safety implementations with lights and AWOS. He states it needs to be looked at as increase in infrastructure.

Further conversation on new laws that protect the area around airports from development and how that could affect the real estate in that area. More conversation on noise and lights possibly bringing in more nighttime operations and causing noise issues after dark. At this point the traffic will increase, and nighttime take offs are required for flight training so no lights would just cause a safety hazard, regardless of noise. Open conversation is needed between pilots and effected residents.

9. Adjourn

Jim Lemmon motions to adjourn, Kate Wadsworth seconds. Meeting adjourned at 10:02AM.

HURRICANE AIRPORT LAND LEASE

AGREEMENT made on this 26th day of JUNE 2018, by and between the City of Hurricane, Utah hereinafter referred to as the "Lessor" and NORMAN R. and Patricia E. Anderson Family Trust hereinafter referred to as the "Lessee".

WHEREAS the Lessor is the owner and operator of the Hurricane City Airport; and

WHEREAS Lessee is not engaged in an aviation business and desires to lease ground from the Lessor to construct and occupy for private use, an aircraft hangar, for personal aircraft storage.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. Subject to the terms and conditions stated herein, the Lessor hereby leases to the Lessee a certain parcel of real property 2600 square feet in size including five feet beyond the hangar pad on three sides excluding the front and located at 6 South 1 East Hurricane City Airport.
2. As more fully specified hereinafter, Lessee covenants to erect, construct, install and maintain continuous improvements on the leased premises including a private aircraft hangar and fixtures as may be necessary for the Lessee's aviation related operations.
3. The Lessee is hereby granted all rights and privileges to use all the common facilities, equipment, improvements and services which are now available and hereafter may be provided.
4. The Lessee agrees to abide by all pertinent rules and regulations set forth by the Federal Aviation Administration and The Hurricane Airport Authority.
5. The Lessee agrees to abide by all the provisions of the Code of Revised Ordinances of the City of Hurricane, Utah, and the Protective Covenants of the Hurricane City Airport, as the same now exist or as may be amended in the future.
6. The term of this lease agreement shall be for a period of twenty (20) years, commencing as of the date of execution of this agreement. Upon the expiration of said term, the Lessee shall have the first right of refusal to lease said premises for a period of (5) additional years, as may be negotiated by the parties.
7. The Lessee shall pay the Lessor an annual rental fee as follows:
 - a. The sum of Twelve cents (\$.12) per square foot per year.

- b. The annual rental fee will be adjusted every five years based on a review of rates by the Airport Board and approved by the City Council. All lessees will be notified of a rate change and the rate will take effect as of the next annual billing.
- c. After 20 years the Lessee shall have the option to renew this lease in increments of five year periods at the rental rate in effect at the time of renewal.
- d. In the event of a sale by the Lessee, the Lessor agrees to extend to the purchaser the terms and provisions of the unused years of the original lease, or the new Lessee may negotiate a new twenty year lease.

Rent payments shall be made to the order of the City of Hurricane and are due and payable each year on the 1st day of August. The first years lease payment will be prorated to the next August 1st payment date. Rents not paid within thirty (30) days of the due date shall accrue interest at the rate of eight percent (8%) per annum until paid in full.

- 8. The Lessee agrees to pay any and all taxes and/or special assessment against the improvements, including taxiways, placed upon the leased ground. The Lessee further agrees to pay all charges for utilities used on the leased premises.
- 9. The Lessee agrees to hold harmless the Lessor for all liability for injuries to persons or damage to property caused by the negligent use or occupancy of the above-described leased premises by Lessee, Lessee's agent, employees, or assigns. The Lessee must comply with all the airport rules and regulations.
- 10. The Lessor discloses to Lessee that the soil at the airport is collapsible. Lessee shall obtain soil reports and take the action necessary during construction of their hangar to mitigate this problem. Lessor will provide an engineered drainage system at the airport and it shall be the Lessee's responsibility to construct the hangar at the engineered elevations and with the proper drainage. Lessee shall keep the area around their hangar clear of obstructions so the drainage will flow away from the hangar and into the city system. Any drainage problems or standing water should be reported to the airport manager.
- 11. The Lessee shall not at any time assign its rights under this agreement or any part thereof without the prior written approval of the Lessor, provided, however that the Lessee shall continue to be liable for all terms of this agreement.
- 12. By virtue of their investment in the Hurricane Air Park, the Lessees shall be eligible and considered for appointment to any board, commission or advisory position now in being or created in the future that concerns airport matters.
- 13. The Lessee shall maintain the premises, surrounding areas, and all improvements in a clean, orderly and sanitary condition. All structures must be painted, furnished, or covered with a permanent exterior surface and must be maintained by the Lessee.

14. Default or Breach. Each of the following events shall constitute a default or breach of this lease by the Lessee:
 - a. Non-payment of rents, when said rent shall become due and Lessee shall not make the payment within sixty (60) days after written notice thereof by the lessor to the Lessee.
 - b. If the Lessee shall fail to perform or comply with any of the provisions of this lease and the nonperformance shall continue for a period of sixty (60) days after written notice from the Lessor to the Lessee.
 - c. If the Lessee shall vacate or abandon the demised premises, or if the premises shall pass to or devolve upon any person or party other than the Lessee's heirs or assigns, except in the manner herein permitted.
 - d. If the Lessee shall use or allow the use of the demised premises for any other purpose than specifically stated herein.
15. In the event of any default by the Lessee, as set forth in the preceding section, the Lessor shall have the right to cancel and terminate this lease by giving the Lessee not less than ninety (90) days' notice of intent to terminate or cancel. Upon termination, Lessee shall not be entitled to a refund of the unused portion of the annual rent paid. Except as otherwise agreed by the parties, all buildings, improvements, equipment and personal items shall be deemed as property of the Lessee and shall be removed at the Lessee's expense within one hundred eighty (180) day period after expiration or termination of this lease shall become a part of the land upon which it is located and title thereto shall thereupon vest in Lessor.
16. Lessor reserves the following rights and privileges:
 - a. The rights to develop, further improve, maintain and repair the Airport, exclusive of leased areas, as it sees fit. The Lessor agrees to coordinate these improvements with Lessee at the Airport in order to insure as small a dislocation of disruption of the Airport use as possible. The Lessor reserves the right to direct and control the above activities.
 - b. The right to take any action it deems necessary to protect the area against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or structure on the Airport which in the opinion of the Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.
 - c. The right to temporarily close the Airport or any facility or any part thereof, for maintenance or improvement or for the safety of the public, without liability to the Lessee. The Lessor agrees to coordinate any closings with Lessee in order to insure as small a dislocation or disruption of business as possible.

- d. It is understood and agreed that the Lessor has the right, at Lessor's expense to move the facilities of Lessee upon the premises leased hereunder to a new location on said Airport property at such time during the existence of this lease that changed conditions may require. In that event, Lessor agrees to provide the Lessee with a new location and facilities that would be comparable to Lessee's leased area and facilities at the time of such move. Lessor further agrees to provide Lessee with a new lease agreement of the new location upon the same terms and conditions as are contained herein for the unexpired term of the lease agreement.
17. In the event that the demised premises are condemned by any proper authority, the term of this lease will end on the date that Lessee is required to surrender possession of the premises. The Lessee shall be entitled to that portion of the Condemnation proceeds attributable to the fair market value of any improvements placed on the premises by Lessee.
18. In the event that Lessor is required to take any legal action of whatever kind or nature in order to enforce any term or condition of this lease, Lessee agrees to pay all costs and expenses therefore, including a reasonable attorney's fee.
19. Any notice required by the agreement shall be hand-delivered or sent by registered or certified mail, return receipt requested, to the appropriate party at the address set forth below, or to any other address which the parties may designate in writing:

Lessor: City of Hurricane
147 North 870 West
Hurricane Utah 84737
435-635-2811

Lessee: *Norman R. Anderson, TE*
2323 W Valley View Dr.
Hurricane, UT 84737
801-550-8682

20. Any approval required of Lessor by the terms of this lease shall not be unreasonable withheld.
21. This lease contains the entire agreement between the parties and cannot be changed or modified except by written instrument signed by both parties. This lease and the terms and conditions thereof apply to and shall be binding on the heirs, legal representatives, successors and assigns of both parties. In the event of a dispute between Lessor and Lessee cannot be resolved through normal administrative means, the parties agree to resolve the dispute using a neutral 3rd party outside mediator. Parties agree to use mediation or binding arbitration to resolve dispute in lieu of civil litigation.
22. This agreement shall be governed by and construed in accordance with the laws of the State of Utah.
23. The waiver or failure of the Lessor to insist in any one or more instances upon the strict performance by the Lessee of any provisions or covenant in the lease shall not be

considered as a waiver or relinquishment for the future, but the provision or covenant shall continue in full force.

24. Time is of the essence in all provision of this lease.

IN WITNESS THEREOF this lease agreement has been entered into the day and year first above written

LESSOR:

(SEAL)



John W. Dransell
MAYOR CITY OF HURRICANE, UTAH

ATTEST

Rebecca Dean

CITY RECORDER

LESSEE: BY

Mark R. Olsen

HURRICANE AIRPORT LAND LEASE

AGREEMENT made on this 1st day of September 2018, by and between the City of Hurricane, Utah hereinafter referred to as the "Lessor" and Bruce Tuttle, hereinafter referred to as the "Lessee".

WHEREAS the Lessor is the owner and operator of the Hurricane City Airport; and

WHEREAS Lessee is not engaged in an aviation business and desires to lease ground from the Lessor to construct and occupy for private use, an aircraft hangar, for personal aircraft storage.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. Subject to the terms and conditions stated herein, the Lessor hereby leases to the Lessee a certain parcel of real property 2650 square feet in size including five feet beyond the hangar pad on three sides excluding the front and located at 800 West 2300 South 5 South 3 East Hurricane City Airport.
2. As more fully specified hereinafter, Lessee covenants to erect, construct, install and maintain continuous improvements on the leased premises including a private aircraft hangar and fixtures as may be necessary for the Lessee's aviation related operations.
3. The Lessee is hereby granted all rights and privileges to use all the common facilities, equipment, improvements and services which are now available and hereafter may be provided.
4. The Lessee agrees to abide by all pertinent rules and regulations set forth by the Federal Aviation Administration and The Hurricane Airport Authority.
5. The Lessee agrees to abide by all the provisions of the Code of Revised Ordinances of the City of Hurricane, Utah, and the Protective Covenants of the Hurricane City Airport, as the same now exist or as may be amended in the future.
6. The term of this lease agreement shall be for a period of twenty (20) years, commencing as of the date of execution of this agreement. Upon the expiration of said term, the Lessee shall have the first right of refusal to lease said premises for a period of (5) additional years, as may be negotiated by the parties.
7. The Lessee shall pay the Lessor an annual rental fee as follows:
 - a. The sum of Twelve cents (\$.12) per square foot per year.

- b. The annual rental fee will be adjusted every five years based on a review of rates by the Airport Board and approved by the City Council. All lessees will be notified of a rate change and the rate will take effect as of the next annual billing.
- c. After 20 years the Lessee shall have the option to renew this lease in increments of five year periods at the rental rate in effect at the time of renewal.
- d. In the event of a sale by the Lessee, the Lessor agrees to extend to the purchaser the terms and provisions of the unused years of the original lease, or the new Lessee may negotiate a new twenty year lease.

Rent payments shall be made to the order of the City of Hurricane and are due and payable each year on the 1st day of August. The first years lease payment will be prorated to the next August 1st payment date. Rents not paid within thirty (30) days of the due date shall accrue interest at the rate of eight percent (8%) per annum until paid in full.

- 8. The Lessee agrees to pay any and all taxes and/or special assessment against the improvements, including taxiways, placed upon the leased ground. The Lessee further agrees to pay all charges for utilities used on the leased premises.
- 9. The Lessee agrees to hold harmless the Lessor for all liability for injuries to persons or damage to property caused by the negligent use or occupancy of the above-described leased premises by Lessee, Lessee's agent, employees, or assigns. The Lessee must comply with all the airport rules and regulations.
- 10. The Lessor discloses to Lessee that the soil at the airport is collapsible. Lessee shall obtain soil reports and take the action necessary during construction of their hangar to mitigate this problem. Lessor will provide an engineered drainage system at the airport and it shall be the Lessee's responsibility to construct the hangar at the engineered elevations and with the proper drainage. Lessee shall keep the area around their hangar clear of obstructions so the drainage will flow away from the hangar and into the city system. Any drainage problems or standing water should be reported to the airport manager.
- 11. The Lessee shall not at any time assign its rights under this agreement or any part thereof without the prior written approval of the Lessor, provided, however that the Lessee shall continue to be liable for all terms of this agreement.
- 12. By virtue of their investment in the Hurricane Air Park, the Lessees shall be eligible and considered for appointment to any board, commission or advisory position now in being or created in the future that concerns airport matters.
- 13. The Lessee shall maintain the premises, surrounding areas, and all improvements in a clean, orderly and sanitary condition. All structures must be painted, furnished, or covered with a permanent exterior surface and must be maintained by the Lessee.

14. Default or Breach. Each of the following events shall constitute a default or breach of this lease by the Lessee:
 - a. Non-payment of rents, when said rent shall become due and Lessee shall not make the payment within sixty (60) days after written notice thereof by the lessor to the Lessee.
 - b. If the Lessee shall fail to perform or comply with any of the provisions of this lease and the nonperformance shall continue for a period of sixty (60) days after written notice from the Lessor to the Lessee.
 - c. If the Lessee shall vacate or abandon the demised premises, or if the premises shall pass to or devolve upon any person or party other than the Lessee's heirs or assigns, except in the manner herein permitted.
 - d. If the Lessee shall use or allow the use of the demised premises for any other purpose than specifically stated herein.
15. In the event of any default by the Lessee, as set forth in the preceding section, the Lessor shall have the right to cancel and terminate this lease by giving the Lessee not less than ninety (90) days' notice of intent to terminate or cancel. Upon termination, Lessee shall not be entitled to a refund of the unused portion of the annual rent paid. Except as otherwise agreed by the parties, all buildings, improvements, equipment and personal items shall be deemed as property of the Lessee and shall be removed at the Lessee's expense within one hundred eighty (180) day period after expiration or termination of this lease shall become a part of the land upon which it is located and title thereto shall thereupon vest in Lessor.
16. Lessor reserves the following rights and privileges:
 - a. The rights to develop, further improve, maintain and repair the Airport, exclusive of leased areas, as it sees fit. The Lessor agrees to coordinate these improvements with Lessee at the Airport in order to insure as small a dislocation of disruption of the Airport use as possible. The Lessor reserves the right to direct and control the above activities.
 - b. The right to take any action it deems necessary to protect the area against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or structure on the Airport which in the opinion of the Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.
 - c. The right to temporarily close the Airport or any facility or any part thereof, for maintenance or improvement or for the safety of the public, without liability to the Lessee. The Lessor agrees to coordinate any closings with Lessee in order to insure as small a dislocation or disruption of business as possible.

- d. It is understood and agreed that the Lessor has the right, at Lessor's expense to move the facilities of Lessee upon the premises leased hereunder to a new location on said Airport property at such time during the existence of this lease that changed conditions may require. In that event, Lessor agrees to provide the Lessee with a new location and facilities that would be comparable to Lessee's leased area and facilities at the time of such move. Lessor further agrees to provide Lessee with a new lease agreement of the new location upon the same terms and conditions as are contained herein for the unexpired term of the lease agreement.
17. In the event that the demised premises are condemned by any proper authority, the term of this lease will end on the date that Lessee is required to surrender possession of the premises. The Lessee shall be entitled to that portion of the Condemnation proceeds attributable to the fair market value of any improvements placed on the premises by Lessee.
18. In the event that Lessor is required to take any legal action of whatever kind or nature in order to enforce any term or condition of this lease, Lessee agrees to pay all costs and expenses therefore, including a reasonable attorney's fee.
19. Any notice required by the agreement shall be hand-delivered or sent by registered or certified mail, return receipt requested, to the appropriate party at the address set forth below, or to any other address which the parties may designate in writing:

Lessor:	City of Hurricane	Lessee:
	147 North 870 West	
	Hurricane Utah 84737	
	435-635-2811	

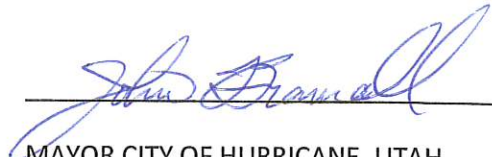
20. Any approval required of Lessor by the terms of this lease shall not be unreasonable withheld.
21. This lease contains the entire agreement between the parties and cannot be changed or modified except by written instrument signed by both parties. This lease and the terms and conditions thereof apply to and shall be binding on the heirs, legal representatives, successors and assigns of both parties. In the event of a dispute between Lessor and Lessee cannot be resolved through normal administrative means, the parties agree to resolve the dispute using a neutral 3rd party outside mediator. Parties agree to use mediation or binding arbitration to resolve dispute in lieu of civil litigation.
22. This agreement shall be governed by and construed in accordance with the laws of the State of Utah.
23. The waiver or failure of the Lessor to insist in any one or more instances upon the strict performance by the Lessee of any provisions or covenant in the lease shall not be

considered as a waiver or relinquishment for the future, but the provision or covenant shall continue in full force.

24. Time is of the essence in all provision of this lease.

IN WITNESS THEREOF this lease agreement has been entered into the day and year first above written

LESSOR:


MAYOR CITY OF HURRICANE, UTAH

(SEAL)



ATTEST



CITY RECORDER

LESSEE: BY



CHAPTER 25. ~~RUNWAY PROTECTION~~ AIRPORT OVERLAY ZONE

Sec. 10-25-1. Purpose; ~~established~~ Declaration.

A. The City Council finds that:

1. an Airport Hazard endangers the lives and property of users of the Airport and of occupants of land in its vicinity;
2. an obstruction of the type that reduces the size of the area available for the landing, taking-off, and maneuvering of aircraft tends to destroy or impair the utility of the airport and the public investment in the Airport;
3. the creation or establishment of an Airport Hazard is a public nuisance and an injury to the community served by the Airport;
4. it is necessary in the interest of the public health, public safety, and general welfare that the creation or establishment of Airport Hazards be prevented;
5. this should be accomplished, to the extent legally possible, by exercise of the police power, without compensation;
6. both the prevention of the creation or establishment of Airport Hazards and the elimination, removal, alteration, mitigation, or marking and lighting of existing airport hazards are public purposes for which political subdivisions may raise and expend public funds and acquire land or property interests in land; and
7. the establishment of an airport overlay zone best prevents the creation or establishment of an Airport Hazard, and promotes the public health, safety, and general welfare.

~~A. To protect, preserve and promote the development of the City airport area.~~

B. ~~A runway protection~~ An Airport Overlay zone is established which shall be a special purpose zone or secondary zoning district of the zoning classification in this title.

Sec. 10-25-2. Definitions.

For purposes of this chapter, the following terms shall have the following meanings set forth below:

Airport means the Hurricane Municipal Airport and any other publicly used area of land or water that is used, or intended to be used, for the landing and take-off of aircraft and utilized or to be utilized in the interest of the public for these purposes. Airport includes a vertiport if the vertiport is open for public use.

Airport approach, transitional, horizontal, and conical zones. These zones apply to the area under the approach, transitional, horizontal, and conical surfaces and are defined in this chapter.

Airport elevation means the elevation in feet above mean sea level of the highest point of the landing areas of the airport.

Airport hazard means any structure, tree, object of natural growth, or use of land that potentially obstructs or otherwise impacts the safe and efficient utilization of the navigable airspace required for the flight of aircraft in landing or take-off at an Airport. ~~means any structure or natural growth or use of land which obstructs or restricts the airspace required for the safe flight of aircraft in landing, taking off or maneuvering at or in the vicinity of the airport, or is otherwise hazardous to such landing, taking off, or maneuvering of aircraft.~~

Airport influence area means land located: (a) within 5,000 feet of an airport runway; or (b) within 500 feet of a vertiport that is open for public use.

Airport overlay zone means a secondary zoning district designed to protect the public health, safety, and welfare near an Airport that is within 5,000 feet of an Airport runway; or (b) within 500 feet of a vertiport that is open for public use. An Airport Overlay Zone:

- (a) applies land use regulation in addition to the primary zoning district land use regulation of property used as an Airport and property within an Airport Influence Area;
- (b) may extend beyond the Airport Influence Area;
- (c) ensures airport utility as a public asset;
- (d) protects property owner land values near an airport through compatible land use regulations as recommended by the Federal Aviation Administration; and
- (e) protects aircraft occupant safety through protection of navigable airspace.

Airport primary surface means a surface longitudinally centered on a runway. When the runway has a specifically prepared hard surface, the primary surface extends 200 feet beyond each end of that runway. The width of the primary surface of a runway will be that width prescribed in part 77 of the Federal Aviation Regulations (FAR) for the most precise approach existing or planned for either end of that runway. The elevation of any point in the primary surface is the same as the elevation of the nearest point on the runway centerline.

Airport runway means a defined area on an airport prepared for landing and takeoff of aircraft along its length. For the purpose of this land use ordinance, the runway length shall be 3,400 feet.

Airport utility runway means a runway intended solely for the operation of aircraft using visual approach procedures with no straight-in instrument approach procedure and no instrument designation indicated on an FAA approved airport layout plan, a military service's approved military airport layout plan, or by any planning document submitted to the FAA by competent authority.

Structure means any object constructed or installed by man, including buildings, towers, smokestacks, and overhead transmission lines.

Tree means any object of natural growth.

Sec. 10-25-3. Airport Zoning Regulations.

- A. Any person building or development land within an Airport Influence Area or Airport Overlay Zone shall conform to the requirements of this Chapter; Title 72, Chapter 10, Part 4 of the Utah Code, as amended; Title 10, Chapter 9a, Municipal Land Use, Development, and Management Act of the Utah Code, as amended; and Title 14, Part 77 of the Code of Federal Regulations, as amended.
- B. Flight of aircraft over the lands and waters of the state is lawful, unless: (i) at such a low altitude as to interfere with the existing use to which the owner has put the land, water, or the airspace over the land or water; or (ii) so conducted as to be imminently dangerous to persons or property lawfully on the land or water beneath.

Sec. 10-25-34. Height limiting zones.

In order to carry out the provisions of this chapter, there are hereby created and established certain height limiting zones, which include all the land lying within the utility and nonprecision instrument approach zones, transitional zones, horizontal zones, and conical zones. Such zones are shown on the municipal airport zoning map (hereafter referred to as "the map"), a copy of which is attached to the ordinance codified herein ~~as exhibit A~~ and incorporated herein by this reference as if fully set forth. The various height limiting zones are hereby established and defined as follows:

- A. *Approach zone.* An approach zone, as shown on the map, is hereby established, commencing at each end of the runway at a width of 200 feet, 100 feet on each side of the centerline of the runway, and extending in length and width at a ratio of 20 feet in length for every one foot in width, until said zone reaches a total length of 5,000 feet in each direction and achieves a maximum width of 1,250 feet, 625 feet on each side of the centerline of said zone, as measured at the end of said 5,000-foot distance.
- B. *Transitional zone.* Transitional zones, as shown on the map, are hereby established adjacent to each utility and runway and visual approach zone. Transitional zones symmetrically located on either side of runways have variable widths as shown on the map. Transitional zones extend outward from a line on either side of the centerline of the runway, for the length of such runway plus 200 feet on the end, and are parallel to and level with such runway centerlines. The transitional zone along such runway slopes upward and outward seven feet horizontally for each one foot vertically to the point where they intersect the surface of the horizontal zone. Further, transitional zones are established adjacent to visual approach zones for the entire length of the approach zone. These transitional zones have variable widths, as shown on the map. Such transitions flare symmetrically with either side of the runway approach zone from the base of such zone and slope upward and outward at the rate of seven feet horizontally for each one foot vertically to the points where they intersect the surfaces of the horizontal and conical zones.
- C. *Horizontal zone.* A horizontal zone, as shown on the map, is hereby established as the area within arcs of radius from points at the end of the runway at the centerline extension and having a radius of 5,000 feet at 150 feet above the airport elevation. The horizontal zone does not include the utility transition zone.
- D. *Conical zone.* A conical zone, as shown on the map, is hereby established as the area that commences at the periphery of the horizontal zone and extends outward for a distance of 4,000 feet. The conical zone does not include the utility transition zone. The conical zone shall rise 20 feet in height for each one foot in horizontal distance beginning at the periphery of the horizontal zone, extending to a height of 350 feet above the airport elevation.

Sec. 10-25-45. Height limitations.

Except as otherwise provided herein, no ~~S~~structure shall be constructed, erected or altered, and no ~~T~~ree shall be planted or allowed to grow or in any way maintained in any height limiting zone created by this chapter to a height in excess of the height limit for each of the zones as established herein, as follows:

- A. *Approach zone.* Slopes 20 feet outward for each foot upward beginning at the end of the zone and at the same elevation as the ~~P~~primary ~~S~~surface and extending to a horizontal distance of 5,000 feet along the extended runway centerline.
- B. *Transitional zone.* Slopes seven feet outward for each one foot upward beginning at the sides of and at the same elevation as the ~~P~~primary ~~S~~surface and the approach surface, and extending to a height of 150 feet above the ~~A~~airport elevation. In addition to the foregoing, there are established height limits sloping seven feet outward for each one foot upward beginning at the sides of and at the same elevation as the approach surface, and extending to where they intersect the conical surface.
- C. *Horizontal zone.* One hundred fifty feet above the ~~A~~airport elevation.
- D. *Conical zone.* Twenty feet in height for each one foot of horizontal distance beginning at the periphery of the horizontal zone, extending to a height of 350 feet above the ~~a~~airport elevation.
- E. *Excepted height limitation.* Nothing in this chapter shall be construed as prohibiting the growth, construction, or maintenance of any ~~T~~ree or ~~S~~structure to a height consistent with the terms of this chapter.
- F. *Most restrictive limitation prevails.* Where a zone is covered by more than one height limitation, the more restrictive limitations shall prevail.

Sec. 10-25-~~56~~. Nonconforming uses.

- A. *Regulations not retroactive.* The regulations prescribed by this chapter shall not be construed so as to require the removal, lowering, or other changes or alterations of any ~~S~~tructure or ~~T~~ree not conforming to the regulations as of the effective date of this chapter, or otherwise interfere with the continuation of any nonconforming use. Nothing herein contained shall require any change in the construction, alteration, or intended use of any ~~S~~tructure, the construction or alteration of which was begun and diligently prosecuted prior to the effective date of this chapter.
- B. *Marking and lighting.* Notwithstanding the provisions of subsection A of this section, the City shall have the right to install, place and maintain lights or markers on noncomplying ~~S~~tructures or nonconforming ~~T~~rees, as deemed necessary by the Airport Manager, in order to warn the operators of aircraft of the presence of such noncomplying ~~S~~tructures or nonconforming ~~T~~rees.

Sec. 10-25-~~67~~. Variance.

- A. *Permit in excess of allowed height.* Any person desiring to: 1) erect any new building or ~~S~~tructure to a height in excess of that allowed by this chapter; 2) increase the height of any existing building or ~~S~~tructure to a height in excess of that allowed by this chapter; 3) permit the growth of any ~~T~~ree to a height in excess of that allowed by this chapter; or 4) otherwise use property not in accordance with the regulations prescribed by this chapter, may apply to the Appeals Board for a variance in accordance with section 10-7-12 et seq. of this title; provided, however that no such variance shall be approved without the written recommendation of the Airport Advisory Board.
- B. *Hazard marking and lighting.* Any variance approved by the Appeals Board may, if such action is deemed reasonable and advisable to effectuate the purpose of this chapter, require as a condition of approval that the owner of the building, ~~S~~tructure or ~~T~~ree in question, at his own expense, install, operate, and maintain thereon such markers and lights as may be necessary to indicate to fliers the presence of any ~~A~~irport ~~H~~azard.

Sec. 10-25-~~78~~. Notice.

- ~~A. A. —Applicants seeking to build on or develop land in an Airport Influence Area shall be provided with the following notice, in writing:~~

NOTICE OF AIRPORT AREA

Notice is hereby provided to all persons building on or developing land on this property that the property is located in the vicinity of the Hurricane Municipal Airport, or other public airport, in which normal aviation uses and activities, including aircraft overflights and associated noise.

- ~~B. The notice required by this section may be provided in the application materials associated with building permits, site plans, plats, or other developments.~~

- ~~C. The notice required by this section shall be placed on all final plats recorded with the Washington County Recorder's Office when any portion of the property subject to the plat is within an Airport Influence Area.~~

~~For each new subdivision within Hurricane City limits that is located in whole or in part within 2,640 feet of the boundary of the Hurricane Municipal Airport or any other approved public or private airport, the owner of the development shall provide notice on any plat filed with the county recorder with the following notice:~~

~~Notice of Airport Area~~

~~This property is located in the vicinity of the Hurricane Municipal Airport or other public or private airport, in which normal aviation uses and activities exist.~~

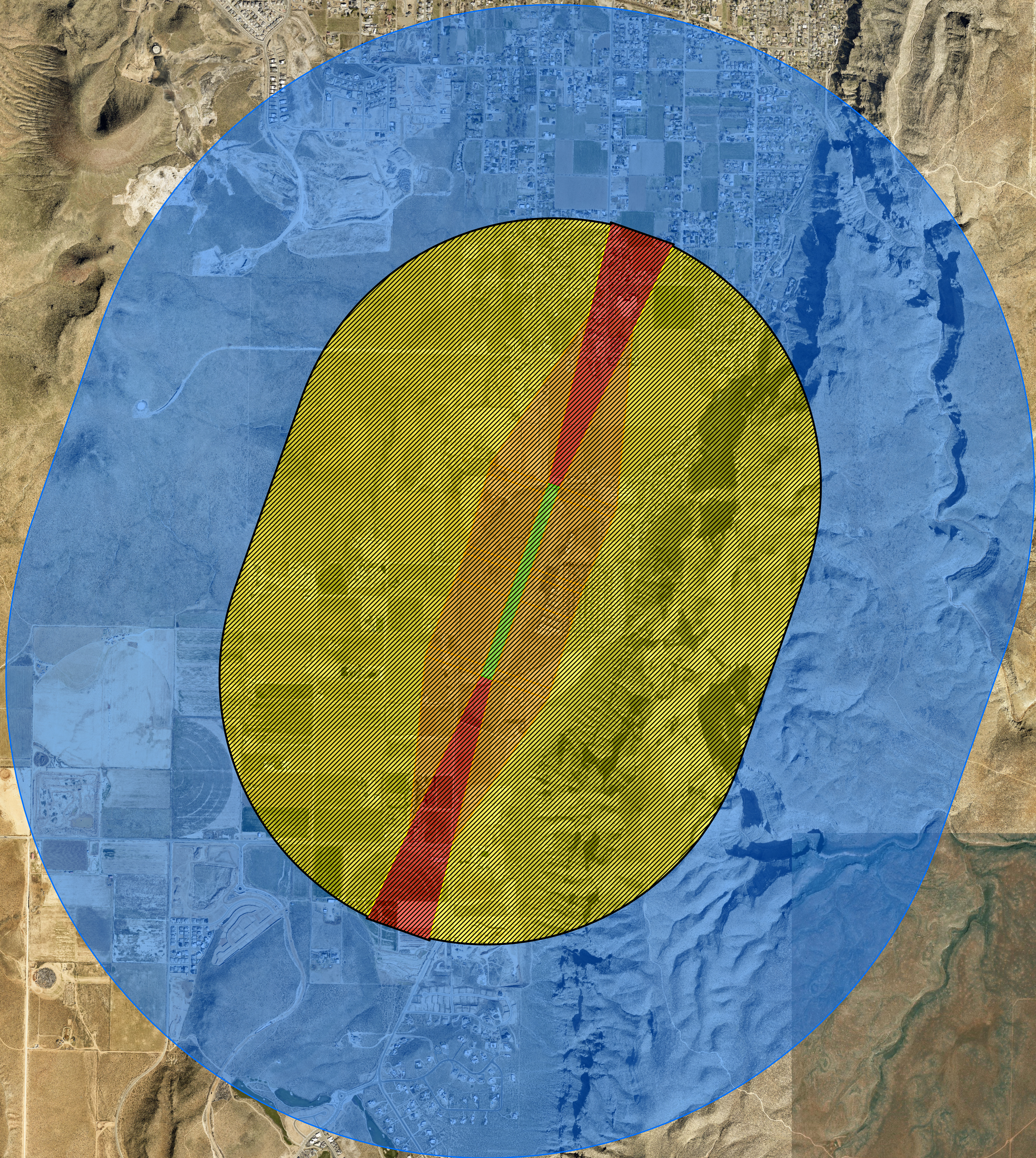
Sec. 10-25-89. Exception to chapter.

Due to unusual topography and proximity to hillsides, the provisions of this chapter shall not apply to certain territory located on the east side of the Aairport at or near the base of Hurricane Hill, as shown on the map.

Sec. 10-25-10. Governing Law in event of conflict.

In the event of conflict between any airport land use regulations adopted under this part and any other regulations applicable to the same area, whether the conflict be with respect to the height of Structures or Trees, the use of land, or any other matter, the Airport Overlay Zone requirement shall govern and prevail.

Hurricane Municipal Airport Zoning Map



Airport Control Zones	
■	APPROACH SURFACE EL 3000'
■	CONICAL SURFACE EL 3897'
■	HORIZONTAL SURFACE EL 3497'
■	PRIMARY SURFACE
■	TRANSITIONAL SURFACE
▨	Airport Influence Area



HURRICANE CITY
UTAH



This map is provided on an as is basis. The City of Hurricane makes no warranties expressed or implied as to the quality, and completeness, of the map and data provided. While the City of Hurricane has reviewed the information on this map, in no event shall the City of Hurricane be liable for damages arising from use by others.

Projection/Datum: WGS 1984 Web Mercator Auxiliary Sphere
Publication Date: July 2024

MEMO

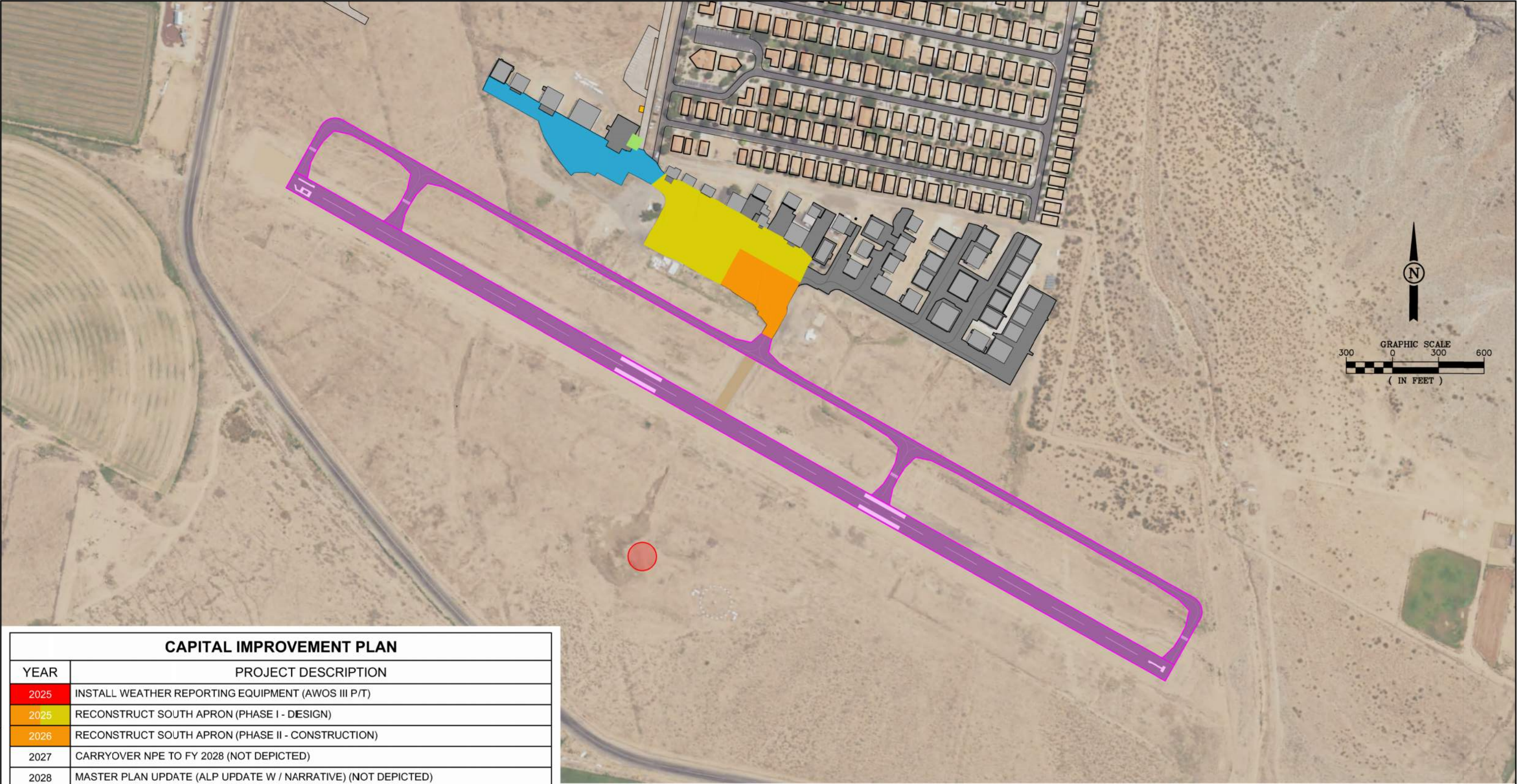
HURRICANE CITY

To: Mayor and City Council
From: Mike Vercimak
CC:
Date: 11/15/2024
Re: Update CIP for Hurricane Airport

COMMENTS:

The amended CIP that is in the packet reflects a couple of changes from our last CIP document. The lighting project was taken off the CIP and the dates have been updated to reflect the removal of the lighting project and the delay in the AWOS project. The only new item added is the update to our ALP (Airport layout plan). The FAA has asked for an updated ALP due in part to our request to install new power poles on the west side of the airport. To obtain permission to do so we had to acknowledge that the 748-foot runway extension would not be requested in the future, due to the fact that this would require the complete re-location of 1100 West.

HURRICANE AIRPORT/GENERAL DICK STOUT FIELD CAPITAL IMPROVEMENT PLAN HURRICANE, UT - OCTOBER 2024								
YEAR	DESCRIPTION	TOTAL ESTIMATED PROJECT COST 2025 DOLLARS	FUNDING SOURCES					NEPA DOCUMENT
			FEDERAL (90.63 - 95.0%)			LOCAL(2.5 - 4.685%)	STATE (4.685 - 10.0%)	
			ENTITLEMENT	STATE APPORTIONMENT / DISCRETIONARY	BIL (AIG)			
2025	Install Weather Reporting Equipment (AWOS III P/T)	\$ 421,988	\$ 270,000			\$ 138,030	\$ 13,957	CATEX
	Reconstruct South Apron (Phase I - Design)	\$ 167,368			\$ 159,000	\$ 4,184	\$ 4,184	CATEX
2026	Reconstruct South Apron (Phase II - Construction)	\$ 800,000	\$ 180,000		\$ 580,000	\$ 20,000	\$ 20,000	CATEX (2025)
	Reconstruct South Apron (Phase II - Construction)	\$ 250,000				\$ 25,000	\$ 225,000	CATEX (2025)
2027	Carryover NPE to FY2028							
2028	Master Plan Update (ALP Update w/narrative)	\$ 496,524	\$ 450,000			\$ 23,262	\$ 23,262	Den ADO "memo"
	Pavement Preservation	\$ 300,000				\$ 30,000	\$ 270,000	
2029	Transfer NPE to xxx							
	SUBTOTAL 2025 - 2029 (5 -Years)	\$ 2,435,880	\$ 900,000	\$ -	\$ 739,000	\$ 240,477	\$ 556,404	
2030	Reconstruct South Apron (remaining section to the north)	\$ 3,089,485	\$ 300,000	\$ 2,500,000		\$ 144,742	\$ 144,742	CATEX
2031	Transfer NPE to xxx							
2032	Carryover NPE to FY2033							
2033	Reconstruct North Apron	\$ 2,758,468	\$ 300,000	\$ 2,200,000		\$ 129,234	\$ 129,234	CATEX
2034	Carryover NPE to FY2035							
2035	Construct Terminal Building	\$ 496,524	\$ 450,000			\$ 23,262	\$ 23,262	CATEX
	SUBTOTAL 2030 - 2035 (6 -Years)	\$ 6,344,478	\$ 1,050,000	\$ 4,700,000	\$ -	\$ 297,239	\$ 297,239	



CAPITAL IMPROVEMENT PLAN

YEAR	PROJECT DESCRIPTION
2025	INSTALL WEATHER REPORTING EQUIPMENT (AWOS III P/T)
2025	RECONSTRUCT SOUTH APRON (PHASE I - DESIGN)
2026	RECONSTRUCT SOUTH APRON (PHASE II - CONSTRUCTION)
2027	CARRYOVER NPE TO FY 2028 (NOT DEPICTED)
2028	MASTER PLAN UPDATE (ALP UPDATE W / NARRATIVE) (NOT DEPICTED)
2029	TRANSFER NPE TO XXX (NOT DEPICTED)
2029	PAVEMENT PRESERVATION
2030	RECONSTRUCT SOUTH APRON (REMAINING SECTION TO THE NORTH)
2031	TRANSFER NPE TO XXX (NOT DEPICTED)
2032	CARRYOVER NPE TO FY2033 (NOT DEPICTED)
2033	RECONSTRUCT NORTH APRON
2034	CARRYOVER NPE TO FY2035 (NOT DEPICTED)
2035	CONSTRUCT TERMINAL BUILDING



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MANTI-EPHRAIM AIRPORT (41U)
CAPITAL IMPROVEMENT PLAN
OVERALL - 2025-2035