
proposed hanger lease

1 message

Brecken [REDACTED]

Thu, Mar 6, 2025 at 3:59 PM

To: publiccomments@sgcity.org

City Council,

As a current hangar owner at the St George Airport, I never received notification from the city that they were considering changing the hangar lease agreement,

Will this apply to current leases or is this just for new leases coming into effect?

Why do they feel a need to shorten the term of the lease?

What is wrong with the current lease?

We already pay a substantial amount of money to lease the land from the city and then spend a lot of money to construct the hangar, I think it's a bit of an overreach to charge us a percentage if we sublease to someone else and also charging 3% on a sale to another individual.

I think this vote needs to be delayed until there's more time for the lease to be reviewed.

Thanks, Brecken Bang

Re: Public Comments Form - Lloyd crumrine

1 message

Lloyd crumrine <noreply@jotform.com>

Thu, Mar 6, 2025 at 12:37 PM

Reply-To: [REDACTED]

To: public-comments@sgcity.org



Public Comments Form

Name	Lloyd crumrine
Email	[REDACTED]
Phone Number	[REDACTED]
Address	[REDACTED]
Public Comment(s)	Please allow 90 days for public input for the Hangar lease issue.

Comments regarding Hangar Lease Policy Changes at SGU Airport

1 message

Roy Evans II [REDACTED]
To: publiccomments@sgcity.org

Wed, Mar 5, 2025 at 10:15 PM

Council,

Having read the City's proposed Non-Commercial Airport Hangar Leasing policy, I strongly urge the Council to table this abhorrent policy and instead engage with the airport community to develop more mutually-beneficial safeguards to public property and the aviation community.

General aviation plays a vital role in the community. Airports such as St. George avail thousands of non-airline passengers and their pilots an opportunity to visit southwestern Utah, providing millions of dollars of economic impact to the surrounding communities. In fact, an economic impact survey conducted through Utah State Aeronautics states that the airport's economic benefits far exceed the financial needs of the airport.

Predatorily pricing general aviation tenants out of hangar and land leases removes not only the community which sustains the airport's future, but comes at a detriment to the future aviation professionals who may have initially fueled their passions near their homes in St. George, only to find that the City swept these opportunities out from under them.

Mandating that aircraft be flown to justify leases among the requirements for home builders to accelerate the construction of their aircraft further puts unnecessary pressure on pilots that no municipality should have even considered imposing on general aviation. Pilots are under enough pressures internally and externally and no municipality should ever feel comfortable interjecting themselves into a pilots aeronautical decision making.

Lastly, these proposed changes come with no representation from current or future airport tenants, and it would be pretty naive to think that decisions like these should not come with the full support of those whose livelihoods will be threatened by such drastic changes. I propose that the City engage with local airport tenants and form an Airport Advisory Board that would leverage decades of expertise and experience in finding common sense, collaborative and cooperative solutions to problems that, through my own research, have yet to be identified, nor justified for such changes to be made.

As a founder of the Utah Aviation Coalition, the President of the Utah Back Country Pilots Association, a professional pilot for over 20 years, and a proud member of the general aviation community for over 35 years, I humbly ask the Council to immediately table these discussions and henceforth engage with the local general aviation community to help St. George continue to be an example of what's possible when a municipality seeks the collaborative and cooperative opportunities of the citizens they serve.

Roy Evans II
President, UBCP

Utah Back Country Pilots Association
Preserving and Protecting Utah's Back Country Airstrips Since 1996
utahbackcountrypilots.org
928-710-2615

Comments regarding Agenda item #5 on City Council Meeting 3-6-25

1 message

Jason Blake <[REDACTED]>
To: publiccomments@sgcity.org

Wed, Mar 5, 2025 at 8:39 PM

Honorable Mayor Randall and City Council Members:

While the members of Southern Utah Aviation Association (SUAA) appreciate the efforts of the City to develop a revised Non-Commercial Hanger Leasing Policy, there are concerns with the current draft document.

The immediate and primary concern is the lack of public comment time interval allowed by the City.

The FAA Policy Regarding Airport Rates and Charges (Federal Register Vol. 78, No. 175 pgs. 55330-55331) states:

1.1 The Department encourages direct resolution of differences at the local level between aeronautical users and the airport proprietor. Such resolution is best achieved through adequate and timely consultation between the airport proprietor and the aeronautical users about airport fees.

1.1.1 Airport proprietors should consult with aeronautical users well in advance, if practical, of introducing significant changes in charging systems and procedures or in the level of charges. The proprietor should provide adequate information to permit aeronautical users to evaluate the airport proprietor's justification for the change and to assess the reasonableness of the proposal. For consultations to be effective, airport proprietors should give due regard to the views of aeronautical users and to the effect upon them of changes in fees.

Publishing the draft Leasing Policy just days prior to the "public comment and vote" on the document does not constitute "well in advance". A typical public comment period is 30 to 90 days.

Brad Schuster, Northwest Mountain Region Manager for the Aircraft Owners & Pilots Association (AOPA), states that the City should allow time for our experts to review the document.

SUAA respectfully requests the Mayor and City Council table or postpone any vote on this issue to allow for a reasonable amount time (we request 90 days) for review and input from the aeronautical users.

A cursory review of the draft document has already generated the following concerns:

1. Paragraph 3.3, Not a Ground Lease. If a Lessee is leasing the ground upon which to build a hanger, how can this not be considered a "ground lease". This definition could restrict the lessee's ability to secure financing.
2. Paragraph 3.5, Termination. The final sentence that states "In the event of an immediate critical or safety-related Airport purpose. . . ". Does this mean the lease could be terminated immediately?

This might be construed to be unlawful as Utah law requires termination clauses be clear and provide adequate notice. At a minimum, the statement referred to is unclear and needs to be defined—the way it's written suggests the City could terminate for any reason.

3. Paragraph 3.6.1. states the City would require a lessee to submit a copy of their airworthiness certificate? A quick AI search suggests it may not be legal for a city to request a copy of an airworthiness certificate. Also, the 2-year time frame may be realistic for some EAB kit planes, but totally inadequate for a scratch built EAB project. The final sentence says "a longer period as the City may agree", but doesn't define the process to do so. This section needs clarification.

4. Paragraph 3.6.2. States in part that "Based Aircraft must be flown at least once every six (6) months". This is a potential safety issue, and SUAA doesn't understand how the City can dictate how often a plane is flown. The FAA regulations on this should be researched.

5. Section 3.9 Subleasing and Assignments. This section is especially problematic and has generated significant feedback from our members.

a. Paragraph 3.9.2-Subleasing. This whole paragraph is untenable. This places an undue burden on small businesses that own blocks of hangers to rent out to airplane owners. This might even be challenged under fair business practices. Essentially we interpret it to mean the City wants 10% of the business's profits?!

b. Paragraph 3.9.3 Assignments. This also places an excessive burden on lessees. By law, fees must be reasonable and reflect actual costs incurred by the city (reference again the FAA document shown above). This would necessitate transparency by the City and potentially increase the accounting burden for the City. The paragraph also states that these fees be used for "asphalt improvements, taxi-way improvement and Airport construction". The "asphalt improvements" needs to be defined to show this would only be improvements at the airport. Any other use would be a violation of Federal law.

Once again, while the draft of the Leasing Policy is a good starting point, the draft document has not incorporated stakeholder input as required by the FAA for airports that receive Federal Funding. Working together to achieve a fair and equitable Leasing Agreement is not only in the best interest of all parties but will also satisfy the requirements under the FAA.

To reiterate, we respectfully request the Mayor and City Council table or postpone the vote on this Leasing Policy until these issues can be addressed.

Respectfully Submitted,

Jason Blake

Acting President

Southern Utah Aviation Association

782 So River Road, #64

St George, UT 84790

If you have questions or wish to discuss these points, I can be reached directly at my personal email blake-j@comcast.net

PUBLIC COMMENTS - Non-Commercial Airport Hangar Leasing policy

1 message

Josh Morales <josh@zionairmotive.com>

Wed, Mar 5, 2025 at 5:50 PM

To: publiccomments@sgcity.org, Dustin Warren <dustin.warren@sgcity.org>

Dear Members of the St. George City Council,

I am writing to express my concerns regarding the proposed changes to the Non-Commercial Hangar Leasing Policy at the St. George Regional Airport. As a long-time leaseholder and investor with three hangars at the airport, I have made significant financial commitments totaling millions of dollars to support and enhance aviation infrastructure at SGU. While I appreciate the City's efforts to ensure equitable and efficient use of airport resources, I believe several provisions in the proposed policy will deeply negatively impact existing lessees and future investment in the airport.

1. Lease Term and Renewal Uncertainty

The proposed policy states that hangar leases for newly constructed facilities will have an initial term of 20 years with two possible five-year extensions, at the City's discretion. This creates uncertainty for long-term tenants who have made substantial financial commitments. The lack of guaranteed renewal terms makes it difficult to justify further investment in hangar development, as the return on investment is not assured. I urge the City to provide more defined renewal criteria and reasonable assurances for leaseholders in good standing.

2. Restriction on Leasehold Interest and Property Rights

The policy's assertion that all leases are not ground leases and that no lessee may record an interest in the property significantly limits leaseholders' ability to secure financing for hangar construction or improvement projects. This restriction places undue financial burden on private investors who rely on leasehold interests to secure funding for development. Allowing leaseholders to record their interests, with proper City oversight, would enhance financial security and encourage continued investment.

3. Lease Termination Provisions

The policy allows the City to terminate leases with a 90-day notice for non-urgent airport purposes or immediately for critical safety reasons. While ensuring airport safety is paramount, the broad discretion granted to the City creates instability for leaseholders. I recommend that lease termination provisions include reasonable protections for existing tenants, such as relocation assistance, extended notice periods, and full market, rather than "amortized", compensation for improvements made to the leased premises.

4. Limitations on Subleasing and Transfer Fees

The proposed policy severely limits hangar leasing and imposes a 10% fee on leases. Commercial lease profit margins run 8%-12%. This essentially eliminates any lease value in a hangar. Many private hangar owners rely on subleasing flexibility to offset costs. Restricting subleasing and imposing additional fees creates financial burdens for long-standing airport users. The pre-approval of a private property buyer puts the city in the middle of a private transaction. The 3% of assessed hangar value fee is not representative of the cost for the city to execute a lease transfer and allows the city to profit off of the investment risk made by private citizens. I recommend the City reconsider these provisions to allow reasonable subleasing opportunities while ensuring compliance with airport regulations, as well as utilize a flat fee for lease transfers.

I appreciate the City's efforts to manage airport resources effectively, but I urge the Council to reconsider the above provisions which will impact long-term investment, financial stability, and fair treatment of existing leaseholders.

Thank you for your time and consideration.

Sincerely,

Josh Morales
907-229-4530
josh@zionairmotive.com
www.zionairmotive.com

Concerns about Proposed Airport Hangar Leasing Policy

1 message

Andreas [REDACTED]
To: publiccomments@sgcity.org

Wed, Mar 5, 2025 at 8:42 AM

Dear City Council Members and Airport Staff,

As a current hangar sub-lessee, St. George resident, and pilot based at SGU, I'm deeply concerned about the proposed Non-Commercial Hangar Leasing Policy being proposed today.

1. The 10% fee on sublease premiums will directly increase my costs as this charge will inevitably be passed down to sub-lessees like me.
2. The provision in 3.6.2 is problematic for aircraft safety. Complex aircraft repairs often require more than six months to complete, especially given parts availability issues and specialized maintenance requirements. This section creates unnecessary risks and financial hardship for aircraft operators.

These restrictions would destabilize housing for aircraft based at the airport and potentially compromise public safety. I urge the Council to reconsider both the fee structure and the arbitrary six-month limitation in favor of policies that better support our aviation community's safety and financial sustainability.

Respectfully,
Andreas

Andreas Echavez
[REDACTED]

St George Airport Hangar Lease Proposal

1 message

Robert Buckley <rbuckley@acclaimaeronautic.com>

Wed, Mar 5, 2025 at 7:40 AM

To: publiccomments@sgcity.org

The proposed hangar lease language presents unclear terms. In addition, lessees have not been provided advanced notice to allow an opportunity to consider and seek advice concerning the lease revisions proposed. Furthermore, the information of city council work meetings and the review from a third party aviation attorney have not been provided. I would request the City Council postpone the approval of the Non-Commercial Airport Hangar Leasing Policy until such time as current lessees and others to be affected by the new proposal have adequate time to review and seek advice concerning the proposal.

Thank you

--

Robert Buckley
(801) 616-0861

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OPPOSITION TO PROPOSED NON-COMMERCIAL AIRPORT HANGAR LEASING POLICY

1 message

Rex Donn [REDACTED]

Wed, Mar 5, 2025 at 7:12 AM

To: publiccomments@sgcity.org, jimmie.hughes@sgcity.org, danielle.larkin@sgcity.org, natalie.larsen@sgcity.org, michelle.tanner@sgcity.org, steve.kemp@sgcity.org

Dear St. George City Council Members,

I am writing to formally oppose the adoption of the proposed Non-Commercial Airport Hangar Leasing Policy scheduled for consideration on March 6, 2025 (Agenda Item Number 05). As a concerned citizen and stakeholder, I believe the rushed process and substantive flaws in this policy not only deny adequate public input but also risk violating FAA Order 5190.6, the FAA Airport Compliance Manual, which governs federally obligated airports like St. George Regional Airport.

First and foremost, the timeline for public comment is insufficient. The agenda indicates this is a public hearing, yet the policy has only been reviewed in two City Council Work Meetings where airport tenants were barely allowed to comment. For a policy impacting hangar lessees, prospective applicants, and the broader aviation community, more time is essential to ensure meaningful feedback. FAA Order 5190.6, Chapter 3, emphasizes that airport sponsors must operate transparently and provide reasonable access to aeronautical facilities—rushing this adoption undermines that principle. I urge you to extend the comment period to align with both community needs and federal expectations.

The draft policy itself is troubling and appears out of step with FAA guidance. Section 3.2 states leases are "not a ground lease," despite lessees leasing the ground for hangar construction. This ambiguity could confuse property rights and financing, potentially conflicting with FAA Order 5190.6, Chapter 9, which requires clear, reasonable leasing terms to support aeronautical use. Adopting such unclear language is premature and risks legal disputes or noncompliance with federal grant assurances.

Equally troubling are the restrictive and costly terms. Sections 3.9.2 and 3.9.3 appear to permit subleasing of lessee-built hangars, yet Section 3.9.3 imposes a 3% transfer fee on the hangar's assessed value for assignments—framed as a fee but functioning like a tax. This charge, tied to property value rather than administrative costs, seems designed to generate revenue for airport improvements rather than recover processing expenses. FAA Order 5190.6, Chapter 4, requires fees to be reasonable and not unduly burdensome; this tax-like structure could discourage subleasing or sales, limiting access to aeronautical facilities and contradicting federal intent. Additionally, the stringent aeronautical use rules (Section 3.6, e.g., aircraft stored 14 days yearly and flown every six months), and the \$8,000 wait list deposit (Section 5.2.1) compound these burdens.

I respectfully request that the City Council postpone adoption to allow a public comment period and a thorough revision for compliance with FAA Order 5190.6. The current draft risks violating federal obligations, overburdening lessees, and failing to serve the aviation community. Please reconsider this approach to ensure transparency, fairness, and alignment with both local and federal standards.

Thank you for your attention. I'm available to discuss this further and hope you'll prioritize community input and compliance before proceeding.

Sincerely,

Rex Donn

[REDACTED]

[REDACTED]

Pilot, Aircraft Manager, Flight Instructor, Hangar Builder, Aviation Enthusiast

Aircraft Hangar Policy

1 message

Michael Baxter <michael@baxteraerospace.com>
To: "publiccomments@sgcity.org" <publiccomments@sgcity.org>
Cc: Patrick Carroll <suaaflying@gmail.com>

Wed, Mar 5, 2025 at 6:27 AM

Hello,

I'm reviewing the proposed Hangar use policy I have several concerns and strongly urge that this policy not be voted on until further public comment and input has been made.

1. The proposed exposes the city to likely litigation. It proposes burdens in observation of activities, aircraft conditions, and lacks termination clarity to the point that feels unfair and invasive. This likely will be challenged legally.
2. the proposed places requirements on the airport manager for inspection and observation of activities that are both not doable, and unreasonable. The requirement to observe aircraft flight frequency, conditions, and reasons for use, all constitute activities the airport manager is not equipped to do. Who can assess, down to a flight by flight basis, weather a flight is commercial in nature or not?
3. It is unclear how there is no cost and city revenue impact by this proposal if adopted. Implementing the requirements of this proposal will take people, IT systems, and efforts not previously required. The lease terms, termination, and basic terms of the lease will impact revenue. None of this is detailed in the proposal.
4. This proposal, in my opinion, forms an adversarial relationship between the city and hangar builders and lessees. The undefined nature of the lease, activities required in this proposal, and costs that will be real, all contribute to the likelihood of litigation, frustrations, and challenges at the airport and city.

I urge the city to defer a vote on this proposal. It is not well considered and requires further input from all stakeholders.

Thanks,

Michael Baxter
Baxter Aerospace | President & Co Founder


Public Comment Hangar Leasing Policy

1 message

Ryan Bowler [REDACTED]
To: publiccomments@sgcity.org

Wed, Mar 5, 2025 at 10:52 PM

To Whom it May Concern,

I was made aware of the proposed changes to the City's Non-Commercial Airport Hangar Leasing Policy and would like to provide context and comments.

I propose that the new hangar leasing proposal be tabled at this time and reworked only if deemed necessary. If deemed necessary, all stakeholders should be part of the process and the ONLY goal should be to increase the hangar supply at SGU. As a ground lessee, and a hangar owner (read: stakeholder) I was not made aware of these changes which will directly affect my ability to use, maintain and someday sell my investment/hangar.

The stated reason for these proposed changes is: "Due to hangar demand..." No doubt, hangars are in high demand at SGU and there are many strategies to meet these demands. I would like to see the airport continue to grow in ALL aspects. Commercial service, maintenance facilities, FBO's and general aviation traffic will increase over the next few decades and we will need to be able to meet the demand. We will need to house more aircraft as the Greater Zion area continues to grow. I would like to see available hangar space keep up with demand.

The proposed changes to the leasing agreements will likely not meet that goal. I have found that any time regulations are tightened or operating costs increase, supply decreases follow. We need a different approach. I have the following concerns about the proposed rule changes:

1-The language of the proposed policy includes provisions for "city-owned" hangars. To the best of my knowledge, the city does not own any hangars. I cannot help but feel the proposed changes will pave a pathway for the city to acquire previously-built hangars by not renewing lease agreements. If the city plans on building hangars, so be it. Please do not plan on obtaining hangars by not renewing the land leases.

2-Many of these changes are not currently needed. There are no derelict hangars. I am also not aware of any tenants who are not paying. These changes won't increase hangar supply, and include changes outside of that scope. There must be a deeper reason.

3-Why is there a distinction between a lease and a ground lease? We lease the ground under our hangars. It used to be a very straightforward agreement that favored the city. Any further changes here will only convolute the agreements and therefore make it less-palatable to enter into new leases and build out more hangar space.

4-Leases should be a minimum of 20 years with renewal options lasting beyond the proposed 10 years. These hangars have to be viewed as an investment. If we can potentially lose all value after 30 years, this will be a barrier to building out new hangar spaces.

5- Speaking of renewals, I am concerned about language in 3.3 and 3.5. Section 3.3 states that if the hangar is in good repair that we will have the right to renew. "At the sole discretion of the city" is a challenging term. This needs to have defined criteria. Also, the city should not be able to offer or demand that a lessee enter into a new lease agreement at the will of the city.

6-Paragraph 3.5 states that upon termination (for any reason, in reality) the city will compensate the hangar owner. These values need to be well-established. This is very concerning language. See #1

These are just a sample of the concerns I see in the proposal. This proposal needs to be shelved.

Thank you for your consideration,

Ryan Bowler, DVM
Animal Clinic of St. George
435-619-6245