

HEBER CITY CORPORATION
75 North Main Street
Heber City, Utah
Airport Advisory Board Meeting
Wednesday, February 12, 2014

4:00 p.m.
Regular Meeting

Public notice is hereby given that the monthly meeting of the Heber City Airport Advisory Board will be at in the Heber City Office Building, 75 North Main, South door, in the Conference Room upstairs. The following items will be discussed:

Agenda:

Approval of Minutes

December 11, 2013, Regular Meeting

- Item 1 Airport Manager Report
- Item 2 Kirk Nielsen, Jviation – Continuation of Review of Draft Lease/Rates and Charges Policy Including the Review of FAA and Open House Comments
- Item 3 Discuss the Makeup of the Airport Advisory Board
- Item 4 Election of Chairperson and Vice Chairperson
- Item 5 Review of 2013 Airport Board Actions and approval of the 2014 Annual Regular Meeting Schedule

Other Items as Needed

Times are approximate and may vary if needed.

Those interested in the above items are encouraged to attend. Order of items may vary if needed. In compliance with the Americans with Disabilities Act, those needing special accommodations during this meeting or who are non-English speaking should contact Karen Tozier or the Heber City Planning and Zoning Department (435-654-4830) at least eight hours prior to the meeting.

Posted on February 6, 2014 in the Wasatch County Community Development Building, Wasatch County Library, Heber City Hall, 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 February 6, 2014.
Karen Tozier, Administrative Secretary

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3 HEBER CITY CORPORATION
4 75 North Main Street – Council Chambers
5 Heber City, Utah
6 Airport Advisory Board Meeting
7 Wednesday, December 11, 2013
8

9 4:00 p.m.
10 Regular Meeting
11

Members Present:	Erik Rowland	Airport Advisory Board
	Dave Hansen	Airport Advisory Board
	Jeff Mabbutt	Airport Advisory Board
	Kari McFee	Airport Advisory Board
Absent:	Tom Melville	Airport Advisory Board
	Mel McQuarrie	Airport Advisory Board
	Nadim AbuHaidar	Airport Advisory Board
Others:	Mark Anderson	City Manager
	Terry Loboschefskey	Airport Manager
	Karen Tozier	Airport Advisory Board Secretary

12
13 Others: Jim Church, Lonnie Woodard, David Wichmann, Kirk Nielsen, John Manee, Mark
14 Young, Paul Boyer, Tom Mecham, Robert Werra, Mauro Del Conto, and Cole Miller.
15

16 Chairman Rowland convened the meeting with a quorum present and welcomed all present.
17 Board Members McQuarrie, Melville, and AbuHaidar were excused. Mark Anderson was en
18 route to the meeting at the time the meeting convened.
19

20 **Approval of Minutes**

21
22 **November 13, 2013, Regular Minutes**
23

24 Board Member Mabbutt moved that we approve the minutes as written. Board Member Hansen
25 seconded the motion. Voting Aye: Board Members Mabbutt, Rowland, McFee, and Hansen.
26 Voting Nay: none. The motion passed.
27

28 **Item 1** **Airport Manager Report**
29

30 Terry Loboschefskey reviewed items from his report and indicated representatives from
31 Armstrong Consultants were present to give a brief presentation on the 2013 ADP Runway
32 4/22 and Apron Rehabilitation. Loboschefskey reported that the core drilling was completed.
33 Mark Anderson arrived at 4:12 p.m.
34
35
36
37

38 **DISCUSSION**

39
40 The following points were discussed:

- 41
42 ➤ Budgeting for the AWOS: calibration of the AWOS lightning detection is estimated to
43 cost \$7,000, a new lightning detector is estimated at \$20,000;
44 ➤ location and possible budgeting for security lights; determining based aircraft needs to
45 be taken very seriously as funding is somewhat dependent on this;
46 ➤ A brief presentation was made by Mark Young of Armstrong Consultants on the 2013
47 ADP Runway 4/22 and Apron Rehabilitation;
48 ○ best case scenario funds will be available Fall of 2014 to construct
49 improvements;
50 ○ most likely scenario is Spring of 2015, operationally spring is better
51 considering weather constraints;
52 ○ this project will be disruptive to the Airport for weeks.

53
54 **Item 2** **Kirk Nielsen, Aviation – Continuation of Review of Draft Lease/Rates and**
55 **Charges Policy Including the Review of FAA and Open House Comments**

56
57 **TOPIC**

58
59 The Board was to review the most recent version of the Lease Rates and Charges document and
60 address the comments that were received from the Mark Miller, FAA Compliance Specialist,
61 Beth Schneider and those who had attended the open house and make any changes they deemed
62 appropriate. The most significant issue was to clearly state what type of leases were being
63 offered in the policy; reversionary or non-reversionary. Due to comments at the open house
64 which focused on reversionary/non-reversionary issues, references to this had been taken out of
65 the leasing policy and the document now focused on future leases only.

66
67 **DISCUSSION**

68
69 The Airport Advisory Board discussed the following points:

- 70
71 ➤ All board members not present; concern was expressed over there not being full
72 representation of board members and their voices and opinions needed to be heard;
73 ➤ there was hesitancy to make a decision taking into consideration that in January there
74 would be a new Mayor, City Council Members, and potentially two new Airport
75 Advisory Board Members and viewpoints may change;
76 ➤ changes in the document be redlined for ease of review;
77 ➤ what to forward to the City Council:
78 ○ to forward this document with the exclusion of the reversionary / non-
79 reversionary issue which had been in the initial scope of work;
80 ○ do an addendum addressing existing leases separately;
81 ➤ there were opposing opinions expressed over whether this document was ready to
82 forward to the Council;
83 ➤ tabling the item until new board members are in place and have time to review the
84 document;

- 85 ➤ one caveat to the document applying to only future leases was extension of a lease
- 86 based on investment;
- 87 ➤ how long leases can be extended; never farther than 40 years in the future;
- 88 ➤ at the next Airport Advisory Board meeting include a topic of discussion: forming a
- 89 technical committee.

90

91 **COMMENTS FROM THE PUBLIC**

92

93 Paul Boyer asked Kirk Nielsen to verify that he had said this document as written now would
94 only apply to future leases. He asked for clarification in the document; for the document to
95 contain a statement that this document applies to only future leases. He indicated he thought
96 when the Board sits down to do their addendum to the rest of the current leases that the topic
97 of how long leases can be extended needs to be addressed.

98

99 **MOTION**

100

101 Board Member Hansen moved that we table that, you know, voting on this until a new Board,
102 however new we get, is in place and we, you're talking about one meeting and so that will
103 probably happen. Board Member McFee seconded the motion. Voting Aye: Board Members
104 Mabbutt, Rowland, McFee, and Hansen. Voting Nay: none. The motion passed.

105

106 **Item 3 Review Request for Specialized Aviation Service Operator (SASO) permit**
107 **from Daniel McNulty for Skydive the Wasatch**

108

109 **REQUEST**

110

111 Daniel McNulty is seeking approval to operate a skydiving business at the airport under the
112 name of Skydive the Wasatch.

113

114 **DISCUSSION**

115

116 The Airport Advisory Board discussed the following points:

117

- 118 ➤ the student landing area is problematic particularly with the proximity of the highway
- 119 and grass strip for emergency landing of gliders;
- 120 ○ possible solution is to move to the south end of the airport;
- 121 ➤ there is a significant safety issue with the flight pattern on Runways 4 and 22;
- 122 ➤ due to potential encroachment on transitional surfaces FSDO (Flight Standards District
- 123 Offices) should weigh in on this;
- 124 ➤ tying up the area for a long period of time for businesses or hangars is not desired;
- 125 there could be safety issues with respect to the business's public access and parking;
- 126 ➤ does the hangar, public access, parking, and the landing areas meet the requirements of
- 127 the minimum standards? Are there other alternatives?
- 128 ➤ input from a full quorum of the Airport Advisory Board Members was desired;
- 129 ➤ have the Applicant make revisions that address the Board's concerns.

130

131

132 **COMMENTS FROM THE PUBLIC**

133
134 Tom Mecham commented he thought there was an ordinance or resolution prohibiting landing of
135 parachutists from about eight years ago.

136
137 **MOTION**

138
139 Board Member Hansen moved that we do not approve nor disapprove but send this back to the
140 applicant for reevaluation and he can contact us for guidance with regard to what we feel is
141 insufficient at this particular point in time. Primarily the landing zone, the student landing zone,
142 the landing zone in, uh you know basically his main landing zone as well is probably good but he
143 is going to have to have something, you know, general public access which he does not have at
144 the moment.

145
146 Chairman Rowland summarized saying, "We are not approving or denying the application but
147 are sending it back for the applicant to revise the landing area zones." Board Member Hansen
148 answered, "correct" and added. "And the issue with regard to public access and parking".
149 Chairman Rowland asked, "Oh that is the parking to the hangar that he has currently designated
150 as the place of business." Mark Anderson remarked, "Could you also have FSDO evaluate?"
151 Board Member Hansen amended his motion by replying, "Yes, we'd like full input from the
152 FSDO and a complete Airport Board." Board Member McFee seconded the motion. Voting
153 Aye: Board Members Mabbutt, Rowland, McFee, and Hansen. Voting Nay: none. The motion
154 passed.

155
156 **Item 4 Review of Email from the FAA regarding Airport Improvement Projects and**
157 **update of the Five Year Capital Improvement Plan**

158
159 **REQUEST**

160
161 At the last meeting, the Board reviewed the AIP that was sent to the City by the FAA and UDOT
162 Aeronautics and afterward the FAA realized that the wrong spreadsheet had been sent to the
163 Board for review. A revised Capital Improvement Plan had been provided for review and the
164 FAA was extending the deadline due to the situation.

165
166 **DISCUSSION**

167
168 The Airport Advisory Board discussed the following points:

- 169
170 ➤ brief debate ensued because the FAA has placed moving toward a C-II upgrade on the
171 CIP starting in 2019 with the Environmental Assessment for C-II upgrade, it has not
172 been determined whether the City wants to do this, the decision on this will be made in
173 2015; if taken out of the CIP the funds will be cleared out and it is more difficult to
174 reestablish;
- 175 ➤ the 2016 project of Construct Heliport/Helipad be modified to read Construct
176 Helipad/Apron. This would not be exclusive to helicopters.
- 177
178
179

180 **MOTION**

181
182 Board Member Hansen motioned to move this forward to City Council to be approved as
183 amended. Board Member McFee seconded the motion. Mark Anderson asked for clarity on the
184 motion; if this included the proposed change in 2016 on the apron/helipad. Board Member
185 Hansen answered, yes, as amended. Voting Aye: Board Members Mabbutt, Rowland, McFee,
186 and Hansen. Voting Nay: none. The motion passed.

187
188 **Other Items as Needed**

189
190 The Board discussed moving the next meeting to the last week of January after new members
191 have been appointed. The date would be January 29th.

192
193 Board Member McFee moved to adjourn the meeting. Board Member Hansen seconded the
194 motion. Voting Aye: Board Members Mabbutt, Rowland, McFee, and Hansen. Voting Nay:
195 none. The motion passed and the meeting adjourned at 5:25 p.m.

DRAFT- Unapproved Minutes

Memo

To: Airport Advisory Board
From: Mark K. Anderson
CC: Mayor & Council
Date: February 6, 2014
Re: February 12th, 2014 - Agenda Items

4:00 P.M.

Airport Manager Report: Enclosed is the monthly Airport Manager's report that has been prepared by Terry Loboschefskey for month of December. Terry will review the document with the Board and answer any questions that the Board might have regarding airport operations.

Kirk Nielsen, Jviation – Continuation of Review of Draft Lease/Rates and Charges Policy Including the Review of FAA and Open House Comments: This issue was tabled at the last meeting in order for more Board members to participate in the discussion.

Enclosed is the most recent version of the Lease Rates and Charges document. Karen Tozier identified several grammatical changes that Kirk has incorporated into the document. The Board should review the comments that were received from the Mark Miller, FAA Compliance Specialist, Beth Schneider and those attending the open house and make any changes they deem appropriate.

The most significant issue is to clearly state what type of leases are being offered in the policy. Although this has been a highly controversial issue with the Board, reversionary leases are most common and our consultant is recommending that this practice be continued. Also, the Guidebook for Developing and Leasing Airport Property put out by the Airport Cooperative Research Program provided by Cole Miller of JUB Engineering, exclusively recommends reversionary leases. The last eight hangars have been sold on a reversionary basis and we have one or two other persons that appear ready to purchase a hangar under the current lease terms once a hangar becomes available.

The following is an excerpt from the Lease Rates and Study Analysis prepared by Jviation that is the companion document to the Policy.

- *Hangar Ownership: The number of hangars owned by Heber City Airport is much less than most of the airports surveyed. This hinders the amount of control the airport has on the hangars and ultimately land use. As demand increases for*

hangar space and development, it will become critical for the airport to have more control over each hangar. As such, it is recommended that the practice of using reversionary clauses in the leases be continued.

Although owners of hangars with existing non-reversionary leases would like to get clarity on what to expect from the City after 25 years, I would recommend that the Board make a recommendation to the City Council on the proposed Hangar Lease Rates and Charges Policy so we can start talking about adding more hangars at the airport and that another committee be established to see if they can come up with a fair solution. With regard to requests to make existing reversionary leases, non-reversionary, I would not recommend the Board entertain this discussion at this time. It may make sense to discuss this matter closer to the end of the lease when you have more information about the hangar condition, a more current Airport Master Plan (which may or may not require the removal of hangar row) and a more current understanding of demand factors at the airport.

I have asked Terry Loboschefskey to contact some airports that have reversionary leases to better understand the pros and cons of this practice. I expect that Terry will have some information to share with the Board based on what contacts he has or will make before the meeting on the 12th.

Lastly, Paul Boyer is making a presentation to the City Council on February 6th on this issue, but at this time I am not sure what he will be requesting and how the Council will respond. I expect that many of the Board will attend the meeting and that Mr. Boyer's presentation should be given consideration as the Board makes their recommendation.

Discuss the Makeup of the Airport Advisory Board: As some may be aware, the City Council has been discussing the makeup of the Airport Advisory Board. At the last meeting held by the Council it was moved that the Airport Board have a voting and non-voting member of the Council on the Board.

Chairman Rowland has asked that the Board give feedback on the following proposed makeup of the Board.

- Two City Council Members
- Two Heber City Residents
- Two at-large Members
- FBO Representative

The current by-laws read as follows:

Article 3:

Appointment and Terms of Members

- A. *The Airport Advisory Board shall consist of (7) members;*
- B. *Membership shall be as follows:*

1. *Membership will include persons of diverse interests from throughout the cities and suburbs in Wasatch County.*
 2. *A Technical Assistance Committee will be formed as needed to help understand technical and other issues associated with the airport or other entities that might be affected by it.*
- C. The Airport Advisory Board will interface with and be supported by the City Manager, his designee, and/or the Airport Manager. Heber City will also provide a secretary and staff support as needed.*
- D. The terms of office for the seven appointed Airport Advisory Board members shall be four years. The initial appointments shall be for, three positions two years, two positions three years, and two positions four years from January 1, 2005. Any vacancies in these positions shall be filled by a recommendation from the Mayor and confirmation by the City Council. The appointment will be for at the remaining time of the member whose vacancy is being filled.*
- E. Improper conduct and non-performance of duties shall result in a recommendation to the Heber City Council for removal of said member. Members may be removed after a public hearing, by a majority vote of the City Council.*

Currently, the board is one member short as Tom Melville was not re-appointed.

Election of Chairperson and Vice Chairperson: Below are the Airport Board Bylaws which require the election of a Chair/Vice Chair every two years. In June 2012, Erik Rowland was elected Chairman to complete the remaining term of Kathryn Berg who resigned. Therefore, it is appropriate to elect a new Chairman and Vice Chairman.

Article 4:

Airport Advisory Board Officers and their Duties

A. Chairperson

1. *The Airport Advisory Board shall elect a Chairperson and a Vice-Chairperson from among its members at the first regular meeting in January.*
2. *The Chairperson and Vice-Chairperson shall serve for a term of two years, beginning the first regular meeting in February.*
3. *The Chairperson shall preserve order, and decide all points of order, subject to appeal of the membership. Such appeal shall be decided by a majority vote of the members present. The Chairperson may vote on all matters before the Airport Advisory Board.*
 - a. *The Chairperson with the concurrence of a majority vote of the Airport Advisory Board and the City Council may create such special subcommittees as he/she may, from time-to-time, deem necessary or desirable.*
 - b. *In the event of absence or disability the Chairperson, the Vice-Chairperson shall preside. In the absence of both, the members shall appoint a Chairperson for that meeting.*

B. Vice-Chairperson

1. *Perform all of the above duties in the absence of the Chairperson;*
2. *Conduct the annual review of the Airport Advisory Board actions;*
3. *Coordinate and conduct the annual meeting of the Board; and*
4. *Provide orientation to new Airport Advisory Board Members.*

C. Secretary

1. *Assure true recording and maintenance of the public record, record the proceedings of all hearings and meetings; and prepare the minutes of the Board. Minutes shall include:*
 - a. *The date, time, and place of the meeting;*
 - b. *The names of members present and absent;*
 - c. *The substance of all matters proposed, discussed, or decided, and a record, by individual members of votes taken;*
 - d. *Findings and conclusions;*
 - e. *The names of all citizens who appeared and who gave comments and the substance in brief of their testimony;*
 - f. *Any other information that any member requests be entered in the minutes.*
2. *All recommendations to the City Council, involving changes in the City ordinances shall be submitted by the Secretary to the City Attorney for review. After the review, the proposed ordinance shall be returned to the Airport Advisory Board to evaluate any comments or suggestions before being submitted to the City Council.*

Review of 2013 Airport Board Actions and approval of the 2014 Annual Regular Meeting Schedule: Per Article 11 of the Airport Board By-laws, the Airport Board should do the following annually:

B. Regular meeting schedule for the calendar year following shall be determined at the annual meeting of the Airport Advisory Board.

C. The Airport Advisory Board shall have an annual public meeting, to review the work of the previous year and plan the work program for the coming year.

A proposed calendar and summary of the Airport Advisory Board's work for 2013 (enclosed) has been prepared by Karen Tozier for review by the Board. Per paragraph C above, the Board should discuss items they want to address during the coming year.

Heber City Airport – Russ McDonald Field

Airport Manager's Report For December 2013

1. Existing Grants/Projects

- The 2013 Airport Development Plan (ADP) Runway 4/22 & Apron Rehabilitation Project *design* phase is basically complete except for incorporation of the core drilling results. Core drilling of surfaces was completed 11/12/13.

2. Upcoming Projects

- 2013 Runway 4/22 & Apron Rehabilitation Project: the *construction phase* grant funding from the FAA will not be released as anticipated. Notification of funding release won't be until Feb 2014 at the earliest. Implementation will be delayed until either fall of 2014 or spring of 2015. RFP releases for construction bids are dependent upon the timing of funding acquisition. This Project will require closure of the runway for one month.

3. Airport Condition

- Runway lights operational – the inoperative runway light for RW4 approach has been fixed by Hamilton Bros Electric.
- AWOS- sporadic false lightning detection has been occurring. Detector temporarily disabled. Recalibration/replacement is very expensive. Heber Power & Light has inspected possible power issues. Vaisala has been consulted.
- Taxiway lights, other than those previously identified, are operational
- Segmented circle – repainting of structures to be done spring 2014
- PAPI Lights operational
- Rotating beacon operational
- Windsock & lights operational –windsock to be replaced early spring.
- Snowbox (snow removal) attachment for the front loader has been fabricated, delivered and utilized.
- 52 hours of snow removal operations have occurred to date.

4. Discussion Topics

- An Airport Emergency Response Plan is being generated in concert with the Fire Marshal and will include multi-agency involvement. This includes limited emergency equipment and training for airport personnel.
- A based aircraft/hangar Fire Marshal inspection project to be slated as an early spring project.
- New hangar construction: policies concerning construction approaches (i.e. Individuals, City, developers). There are several interested parties currently exploring new hangar construction options.
- Possibility of installing security lights behind hangar row.

Heber City Municipal - Russ McDonald Field

Lease/Rates and Charges Policy

December 5, 2013

Prepared by Jviation Inc.

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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 hangar 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.

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

3.5.3. Lease Extensions

3.5.3.1. 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.

3.5.3.2. 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.

3.5.4. Investment Term Adjustment

3.5.4.1. 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.

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

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

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

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

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

3.5.4.2.1. 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.

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

3.5.4.3. 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

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

3.5.4.5. Process

3.5.4.5.1. 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.

- 3.5.4.5.2.** Only after conceptual approval by the Airport Manger and Airport Advisory Board, the improvements can proceed as outlined in the request.
- 3.5.4.5.3.** 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.
- 3.5.4.5.4.** 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, nav aids, 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.

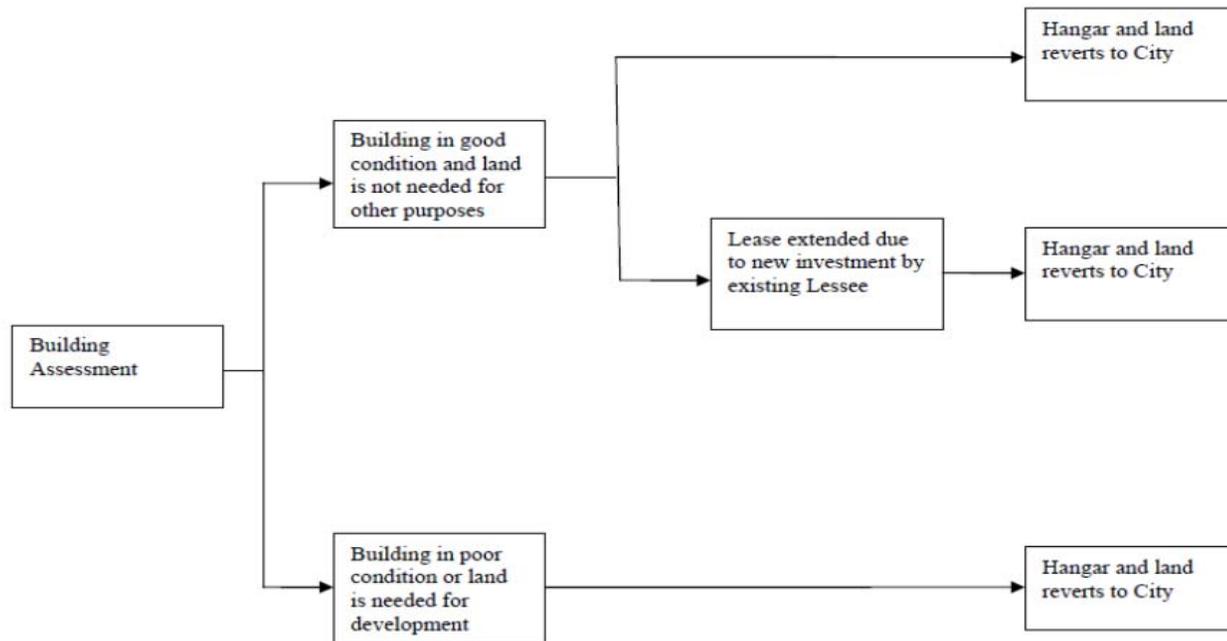
4.8. Exclusive Rights

- 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

COMMERCIAL LEASE



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

LEASE RATES AND CHARGES POLICY

Open House
Heber City Hall
November 13, 2013

Attendees

Community Members: Thomas Meecham, Lon Woodward, Mike Stewart, Susan Stewart, Jon Olch, Ron Blue, Dale Stewart, Gary Diehl, Don Craig, Robert Werra

Board Members: Nadim AbuHaidar, David Hansen, Jeff Mabbutt, Mel McQuarrie, Kari McFee, Tom Melville, and Chairman Erik Rowland.

Mark Anderson, Heber City Manager, Terry Loboschefskey, Airport Manager, Kirk Nielsen, Jviation and Hilary Fletcher, Jviation were also in attendance.

Open House

Informational panels were set up for public viewing and comment during the Open House.

HEBER CITY AIRPORT/
RUSS MCDONALD FIELD

LEASING OBSERVATIONS AND RECOMMENDATIONS

	SURVEY QUESTION	AVERAGE/MOST COMMON	HEBER CITY	OBSERVATION
HANGAR INFORMATION	No. Hangars	61	67	
	No. Sponsor owned Hangars	29	3	
	Hangar Built in 2012	1	0	
	Hangar Built 2009-2011	5	9	
LEASE INFORMATION	Ground Lease Type	Varies	Improved and Unimproved	NA
	Lease Amount per sq. ft./yr.	\$0.24	\$0.30/\$0.15	In-line with Market
	% Gross Revenue	15%	NA	NA
LEASE TERMS	Initial Term	19 years	20 years	In-line with Market
	Extensions available	Yes – 5 years	Yes – 2, 5 year extensions	In-line with Market
ESCALATION CLAUSES	Y/N	Yes	Yes	In-line with Market
	Basis	CPI	CPI	In-line with Market
	Frequency	Annual	Annual	In-line with Market
	Reversionary Lease (Y/N)	Yes	Yes	In-line with Market

JVIATION

LEASE RATES AND CHARGES POLICY

HEBER CITY AIRPORT/
RUSS MCDONALD FIELD

RATES AND CHARGES

- » 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
- » The Airport Board will not engage in discriminatory practices among tenants
 - Base rates for buildings and land will be based on market comparison, supply and demand or current appraisal
- » All rents will be adjusted on an annual basis throughout the term of the Agreement and may be based on:
 - Annual adjustment based on CPI; or
 - Another measure as specified in the Agreement
- » Fees may include, but not limited to, fuel flowage fees, transient aircraft fees and/or permit fees

JVIATION®

HEBER CITY AIRPORT/
RUSS MCDONALD FIELD

SALE/LEASE APPLICATIONS

- » Any person or entity desiring to occupy or use land and/or improvements shall submit a written application and any applicable fee to the Airport Manager.
- » Any change in use or commercial venture application must meet the Airport's minimum standards and be approved by the Airport Board and the City Council.
- » Non-commercial use applications involving sale and/or transfer of hangar ownership may be approved by the Airport Manager.
- » Applications must:
 - Be deemed complete
 - Comply with Airport Leasing Policy and other City guiding documents
 - Be consistent with the Airport Master Plan, Airport Layout Plan and other associated Airport plans
- » In the event that more than one qualified application is received for the same land and/or improvement, the Airport Board retains the discretion to negotiate with both entities or issue a competitive Request for Proposals.

JVIATION®

LEASE RATES AND CHARGES POLICY

HEBER CITY AIRPORT/
RUSS MCDONALD FIELD

USES OF LEASED PREMISES

- » **Aeronautical Use (Commercial)**
 - Aviation products, services and facilities are permitted and must meet the requirements of the Airport's Minimum Standards
- » **Aeronautical Use (Non-Commercial)**
 - Non-commercial operators shall not use Airport land and/or improvements for any commercial activities
- » **Non-Aeronautical Use**
 - Such use cannot interfere with primary aviation use
 - The Airport Board must find the use to be beneficial and the Lessee must have written approval from the FAA

- » Any assignment and/or change in majority ownership must be approved by the Airport Manager. Subleasing must comply with Leasing Policy terms and conditions.
- » The initial Agreement term shall be for no less than twenty (20) years unless otherwise recommended by the Airport Board and approved by City Council. Lease terms may be extended twice for five (5) years.
- » Capital improvements by tenant will be considered toward an increased lease term.
 - The hangar is located in an area not needed for future development
 - The lease is reversionary

JVIATION

HEBER CITY AIRPORT/
RUSS MCDONALD FIELD

AIRPORTS CONSIDERED FOR COMPARISON

AIRPORT	DISTANCE	OWNERSHIP/USE	AIRPORT TYPE	NUMBER OF BASED AIRCRAFT	OPERATIONS	COMPARABLE CRITERIA
Heber City Municipal		City	GA	85	19,468 (2011)	Resort Town
South Valley Regional	50 miles	City	GA	165	75,000 (2011)	Competitor
Provo Municipal	30 miles	City	CS	104	172,014 (2011)	Competitor
Driggs-Reed Memorial	285 miles	City	GA	81	7,600 (2006)	Resort Town
Aspen-Pitkin County	340 miles	County	CS	77	36,900 (2013)	Resort Town
Grand Junction Regional	270 miles	City	CS	99	50,987 (2013)	Similar Size
Friedman Memorial (Halley)	320 miles	City	CS	147	44,237 (2012)	Resort Town
Garfield County Regional (Rifle)	280 miles	County	GA	52	8,129 (2011)	Resort Town
Montrose Regional	330 miles	County	CS	81	26,460 (2012)	Resort Town
Tampa Valley (Hayden)	270 miles	County	CS	4	9,677 (2011)	Resort Town
Eagle County Regional	330 miles	County	CS	78	36,401 (2012)	Resort Town

Source: U.S. Department of Transportation Federal Aviation Administration, Airport Master Record, Accessed 2013



SUMMARY OF KEY FINDINGS

	SURVEY QUESTION	AVERAGE/MOST COMMON	HEBER CITY
HANGAR INFORMATION	No. Hangars	61	67
	No. Sponsor owned Hangars	29	3
	Hangars Built in 2012	1	0
	Hangars Built 2009-2011	5	9
	Waiting list	Varies	No
LEASE INFORMATION	Ground Lease Type	Varies	Improved and Unimproved
	Lease Amount per sq. ft./yr.	\$0.24	\$0.30/\$0.15
LEASE TERMS	Initial Term	19 years	20 years
	Extensions available	Yes - 5 years	Yes - 2, 5 year extensions
ESCALATION CLAUSES	Y/N	Yes	Yes
	Basis	CPI	CPI
	Frequency	Annual	Annual
	Reversionary Lease (Y/N)	Yes	Yes

JVIATION

LEASE RATES AND CHARGES POLICY

Chairman Erik Rowland invited several attendees to speak to the issues. Presentations were made by Paul Boyer and Doug Werra. Chairman Rowland addressed concerns raised by the attendees, specifically to the issue of the renewal process for existing leases. Mr. Rowland noted that this item was not included in the current policy document and would be taken up by the Board in the near future. Discussion ensued on this topic as well as the issue of reversionary and non-reversionary leases. Chairman Rowland responded to several questions raised by attendees. The following comments were noted:

- ✦ Renegotiate leases at fair market value
- ✦ Remove section 3.5.5
- ✦ All leases at the airport should be non-reversionary
- ✦ 75 X 75 new hangar should be retroactive as non-reversionary
- ✦ Reversionary clause in existing leases is toxic
- ✦ What will happen to existing leases?
- ✦ City should not be in the hangar business
- ✦ Addison example: increased the hangar rate and diminished business
- ✦ Need good management practices and policies
- ✦ Renews with existing tenant unless performance issues with City, County, etc.

Recommendations

To enhance relationships with the GA pilot community, the following recommendations are provided for consideration by the Board:

1. It is recommended that the Board consider forming a Working Group to further review the policy document and to provide a recommendation to the Board with regard the renewal of existing leases. The Working Group should include:
 - ✦ 2 representatives of the GA pilot community
 - ✦ 2 sitting Board members
 - ✦ 2 community members (preferably with real estate and/or business experience)
2. The Working Group should be tasked with the following objectives:
 - ✦ Conduct a review of the policy analysis and policy document and provide recommendations that balances the needs of the Airport, the City and the pilot community;
 - ✦ Provide constructive options for renewal terms of existing leases; and
 - ✦ Provide constructive options for the use of non-reversionary and reversionary leases.
3. The Working Group should be charged with submitting recommendations not later than 8 weeks following appointment.
4. The process should include a facilitator to ensure a constructive work environment, progression of work and adherence to the deadlines.

From: <Marc.C.Miller@faa.gov>

Date: October 18, 2013 7:46:39 AM MDT

To: Kirk Nielsen <Kirk.Nielsen@aviation.com>

Subject: Re: Heber City Leasing Policy

Good morning Kirk,

Well, better late than never I guess... sorry about the delay.... Here are a couple of comments I can offer on my review of the Heber City Lease/Rates and Charges Policy guidance you provided. Overall, I think the document is pretty well put together.

2.1.3. Is this transfer fee with the application only for new leases or is it also applied if somebody wants to take over an existing lease from another tenant?

2.2.1.4. Would the airport consider a proposal that shows a new hangar location not currently identified on the ALP/Master Plan and then update the documents after it is built, or does it have to be shown on the approved plans before hand period?

2.2.1.5. We would strongly suggest the airport goes straight to a competitive RFP process instead of negotiating. While it can be done with negotiation, the chance of the appearance of un-fair treatment is much greater.

3.2.3. We would suggest adding the term length in this section for the non-aeronautical use. Per FAA Order 5190.6b, Chapter 22.6 discusses that the FAA may only consent to Interim Use of Aeronautical Property for Other Uses (Non-Aero) for not more than 5-years.

3.3.1.1. Can a Non-Aeronautical use lease be subleased?

3.3.3.1. In the event the sublessee is not current on payments or insurance requirements, who is the airport holding responsible the sublessee or the original lease holder?

4.4.2.1. It mentions three types of adjustments, is which type at the discretion of the airport yearly or is it agreed to up front when signing the lease? It might be easier and more straight forward if only one method is used for all leases.

General: I saw throughout the guidance the mention of Reversionary and Non-Reversionary Leases. I am sure the airport has a little of both existing, but I could not tell if the airport was offering the choice going forward to new lease agreements or not?

Thanks for letting me take a look at it Kirk, give me a call if you have any questions!

Sincerely,

Marc Miller
Colorado Engineer / Compliance Specialist
Federal Aviation Administration
Denver Airports District Office
303.342.1282
303.342.1260 (fax)

File Message

Ignore X Reply Reply All Forward More Meeting

Junk Delete

Delete

Respond

Quick Steps

Airport Partners To Manager

Team E-mail Done

Reply & Delete Create New

Move

Rules OneNote

Actions

Move

Mark Unread Categorize Follow Up

Tags

Translate

Find Related Select

Editing

Zoom

Zoom

You replied to this message on 11/6/2013 2:59 PM.

From: Beth Ann Schneider <clipper73h@gmail.com>
 To: Karen Tozier
 Cc: Mark Anderson
 Subject: feedback to Airport Board

Sent: Thu 10/17/2013 9:59 AM

To: Airport Advisory Board
 From: Beth Ann and Paul Schneider (Old Hangar Row #11)
 RE: Feedback regarding hangar owner policy
 Date: October 16, 2013

Cc: Mark Anderson

We are concerned about the fact that the fate of Hangar Row seems decided – that the runway/airport will be changed and Hangar Row will be torn down. In almost every Board meeting Board member(s) talk about this as if it is a forgone conclusion. We believe that this thinking has led to Hangar Row owners being treated differently than all other hangar owners – that is, *proposed* runway/airport changes alone are determining our fate when our lease expires. We've been told many times that when our lease is up, the City will take ownership of our hangar with *no* consideration of lease renewal or extension, due to the *potential* of runway/airport changes.

The fact of the matter is the only thing that can be *definitely stated* about Hangar Row is that it will be in the safety free zone when, *and if*, the runway/airport is changed and therefore *at that time* it will need to be removed. While a tentative date has been set for runway/airport changes (affecting Hangar Row) much needs to be in place for such changes to occur – not the least of which is funding. No one really knows at this point whether or not such changes will even occur – and based on past history of attempted runway/airport changes it may never happen. For that matter *anything* could happen at our airport *anywhere* on the field which might require hangars to be removed *including hangars on the south end*. The gentleman in the last meeting made this point well – what if the City decides to build a park on the south end of the field? If our fate on Hangar Row is to be determined by the *potential* of runway/airport changes, then the fate of the rest of the hangar should be equally decided on the same premise – or not at all.

Further, the City has eminent domain of our hangar. Our contract/lease with the City states that the City can take our hangar any time it deems necessary. We are OK with this because we trust that the City will do so only if absolutely necessary. We also understand that we will be paid fair market value for our hangar in the event that this should occur. Recently we have been told that some hangar owners are subject to eminent domain by the City but others are not. If this is true, it is, of course, completely unfair. We ask that if our hangar is subject to eminent domain by the City, then all other hangars also be subject to eminent domain – or not at all.

In sum, we ask that Hangar Row owners be put on equal footing with the rest of the hangar owners in future Board discussions -- specifically regarding lease extensions and renewals, non-revisionary status, lease fees, eminent domain by the City, or anything else that may affect our future existence on Hangar Row.

Thank you for your consideration.

2013 City Council Action Report

Meeting Date:	Agenda Item:	Decision:
February 21, 2013	Approve FAA Grant Application for Runway and Apron Rehab:	Council Member McDonald moved to approve the FAA Grant Application for Runway and Apron Rehab. Council Member Patterson seconded the motion. Voting Aye: Council Members Patterson, McDonald, Mergist, Bradshaw, and Rowland. Anderson noted that this grant was just for engineering services and not for improvements to the airport.
February 21, 2013	Review Recommendation from the Airport Advisory Board to Engage a Consultant to Review Hangar Lease Rates:	The scope of work, estimated fees, and timeline was discussed. Council Member Rowland said the reason the Board felt a consultant was necessary was because there have been two requests for lease extensions. The consultant could help create a policy for when requests were made.
March 3, 2013	Review Loans Made to the Airport Hangar Fund:	Anderson stated he had a spreadsheet in the packet that showed the proposed sale prices of the hangars and indicated the loans recommended for repayment. Mayor Phillips indicated that in the process of selling hangars, a lot of infrastructure was constructed at the airport, totaling \$ 379,000, and that was a great benefit to the airport.
June 6, 2013	Approve Updates to the Airport Layout Plan (ALP), Terminal Area Drawing:	Council Member Patterson made the motion to approve updates to the airport layout plan (ALP), terminal area drawing. Council Member Rowland seconded the motion. Voting Aye: Council Members Patterson, McDonald, Bradshaw and Rowland. Voting Nay: None.
August 15, 2013	Approve UDOT Aeronautics Grant Application for State Aid for Development of Public Airports for the Design of the Runway and Apron Rehabilitation/Reconstruction Project and Approval of The Cooperative Agency Agreement Which Allows FAA Grant Payments to be Passed through UDOT Aeronautics :	Council Member McDonald moved to approve UDOT Aeronautics Grant Application for State Aid for the development of public airports for the design of the Runway and Apron Rehabilitation /Reconstruction Project and the approval of the Cooperative Agency Agreement which allows FAA grant payments to be passed through UDOT Aeronautics. Council Member Rowland seconded the motion. Voting Aye: Council Members McDonald, Mergist, Bradshaw and Rowland. Council Member Patterson was excused.

August 15, 2013	Approve Request for State Aid for Airport Development Project and the FAA Grant Application for the Construction of the Rehabilitation/Reconstruction of the Airport Runway and Apron:	Council Member McDonald moved to approve the request for State aid for the Airport Development Project and the FAA Grant Application for the construction of the rehabilitation/reconstruction of the airport runway and apron. Council Member Rowland seconded the motion. Voting Aye: Council Members McDonald, Mergist, Bradshaw and Rowland. Council Member Patterson was excused.
October 3, 2013	Discuss Request for City Provided Garbage Service at the Heber City Airport:	Council Member McDonald asked whether garbage collection was in their agreements. Council Member Rowland asked the Council what they would recommend if there was no mention of garbage collection in the original agreements. The dumpsters that belonged to the FBO were being used by the entire airport and the Airport Board felt it was appropriate to provide trash collection for the airport. Council Member McDonald felt they should each be responsible for their own trash. Council Member Mergist agreed that each hangar owner should be responsible for their own garbage collection. After some discussion, Council Members McDonald, Mergist and Bradshaw were not in favor of providing garbage collection services at the airport.
October 3, 2013	Review Proposed Furniture Purchase for the Airport SRE Building Pilot Lounge:	Council Members Patterson, McDonald, Mergist, Bradshaw and Rowland were in agreement with the proposed furniture purchase for the airport.
November 21, 2013	Review Proposed Airport Development Plan Project List :	Council Member Rowland stated the FAA had a list which originally included an environmental assessment, but when the list was sent to the City, the assessment had been inadvertently left off. Anderson contacted the FAA and they were going to send over the corrected list. Council Member Rowland thought the corrected list should go back to the Airport Board in order to be transparent. Council Member Mergist made a motion to continue this item. Council Member Patterson seconded the motion. Voting Aye: Council Members Patterson, McDonald, Mergist, Bradshaw and Rowland.

Heber City Airport Advisory Board

Review of Airport Board Actions - 2013

January:

- Review of 2012 Airport Board Actions, 2012 City Council Actions relating to the Airport, and approval of the 2013 Annual Regular Meeting Schedule
- Airport Manager Report
- Barry Hancock – Worldwide Warbirds Inc. – Request to Extend Hangar 1 Land Lease
- Discussion on the 2013 FAA Grant Application
- Discussion on Hangar Lease Terms
- Discussion regarding projects/topics the Airport Board wants to pursue in 2013

February:

- Airport Manager Report
- Review Proposed Scope of Work for Hiring a Consultant to Identify Conditions When the City should Consider Granting Lease Extensions to Existing Reversionary/Non Reversionary Leases and Evaluation of the Current Lease Agreement
- Review of Proposed Terminal Area Development Plan Drawings and Review of Comments Received from Airport Users
- Open House – Kirk Nielsen – Aviation – Public Review of the Draft Lease/Rates and Charges Policy

March:

- Airport Manager Report
- Final Review of Terminal Area Development Plan Drawings and Review of Comments received from the February 13, 2013 Open House
- Update on RFP for Consultant Services
- Discuss placing Airport Advisory Board Meeting Minutes, Information Packets, and Meeting Audio on the Heber City Website

April:

- No meeting was held in April

May:

- Airport Manager Report
- Kirk Nielsen – Aviation – Discuss Scope of Work/Schedule for Hangar Leasing Policies Project
- Review of Proposed Terminal Area Development Plan Drawings
- Review Draft Design Guidelines for Future Hangar Development

Heber City Airport Advisory Board

Review of Airport Board Actions - 2013

June:

- Airport Manager Report
- Review Proposed Scope of Work for Hangar Leasing Policies Project
- Review of Heber City Airport Rules and Regulations and Chapter 14 of FAA Compliance Manual 5190.6B as it Relates to Ultralights and Skydiving Operations
- Discuss Future Hangar Development Process
- Discussion on Glider Trailer Storage Fees
- Discuss Airport Board Goals/Projects

July:

No Meeting was held in July

August:

- Airport Manager Report
- Kirk Nielsen, Jviation, Review of Draft Lease Rates and Policy Analysis Report
- Discuss Use of Pilot's Lounge
- Update on Hangar Sales – Discuss Future Hangar Development
- Discuss Airport Board Goals/Projects
- Discuss Airport Garbage

September:

- Airport Manager Report
- Discuss Mission of the Airport Advisory Board
- Kirk Nielsen, Jviation – Review Draft Lease/Rates and Charges Policy

October:

- Airport Manager Report
- Kirk Nielsen, Jviation - Continuation of Review of Draft Lease/Rates and Charges Policy
- Review Request from OK3AIR for Funding Assistance with Proposed Airport Landscaping Improvements

November:

- Airport Manager Report
- Review Request for Specialized Aviation Service Operator (SASO) permit from Barry Hancock / World Wide Warbirds/Utah Warbird Adventures
- Review of Letter from the FAA regarding Airport Improvement Projects and update Five Year Capital Improvement Plan
- Discuss FAA/Marc Miller's and Other Comments on the Draft Lease/Rates and Charges Policy Document

Heber City Airport Advisory Board

Review of Airport Board Actions - 2013

- Open House - Kirk Nielsen – Aviation - Public Review of the Draft Lease/Rates and Charges Policy and Public Input

December:

- Airport Manager Report
- Kirk Nielsen, Aviation – Continuation of Review of Draft Lease/Rates and Charges Policy Including the Review of FAA and Open House Comments
- Review Request for Specialized Aviation Service Operator (SASO) permit from Daniel McNulty for Skydive the Wasatch
- Review of Email from the FAA regarding Airport Improvement Projects and update of the Five Year Capital Improvement Plan

2014 Heber City Airport Advisory Board

Meeting Dates

January 08, 2014

February 12, 2014

March 12, 2014

April 09, 2014

May 14, 2014

June 11, 2014

July 09, 2014

August 13, 2014

September 10, 2014

October 08, 2014

November 12, 2014

December 10, 2014
