

City Council Agenda Items  
and  
Contracts, Leases or Agreements

2/5/2013

City Council Meeting Date  
Agenda Items Only

Ray M. Boudreaux  
Submitted By

Aviation  
Division

Transportation Services  
Department

Action Required:

A resolution to approve T-Hangar lease agreements throughout 2013-2014 at the current rental rate or as adjusted upward by the Airport Board for all T-Hangars rented at the Fayetteville Executive Airport.

\$ -  
Cost of this request  
  
5550.0955.4453.00  
Account Number  
  
Project Number

\$ -  
Category / Project Budget  
  
\$ -  
Funds Used to Date  
  
\$ -  
Remaining Balance

Rental on T-Hangars  
Program Category / Project Name  
  
Airport Revenue  
Program / Project Category Name  
  
Airport  
Fund Name

Budgeted Item

Budget Adjustment Attached

Terry J. Gulley 1-18-13  
Department Director Date

Previous Ordinance or Resolution # 10-12

[Signature] 1-22-13  
City Attorney Date

Original Contract Date:

Original Contract Number:

Paul A. Buh 1-22-2013  
Finance and Internal Services Director Date

Received in City Clerk's Office 01-13-13 P02:59 RCVD  
[Signature]

Paul A. Buh for Don Mann 1-23-2013  
Chief of Staff Date

Received in Mayor's Office  
ENTERED 1/22/13  
[Signature]

[Signature] 1/23/13  
Mayor Date

Comments:



AVIATION DIVISION  
FAYETTEVILLE EXECUTIVE AIRPORT • DRAKE FIELD

**CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO**

**TO:** Mayor Jordan  
**THRU:** Chief of Staff  
**THRU:** Staff/Contract Review Committee  
**THRU:** Terry Gulley, Transportation Director *TGG*  
**FROM:** Ray M. Boudreaux, Aviation Director *RMB*  
**DATE:** January 14, 2013

**SUBJECT: Approval of T Hangar lease agreements at Fayetteville Executive Airport, Drake Field for processing through the Staff Review process and Signature of the Mayor**

**RECOMMENDATION:** Approve standard T hangar leases at the airport for processing through the staff review process for execution by the Mayor through 2014.

**BACKGROUND:** Pilots lease T Hangars to store aircraft at the airport. The forms are standard forms and have open terms. Tenants must give 30 day notice to terminate the lease and must comply with the Airport Minimum Standards to remain on the Airport. The purpose of this item is to obtain blanket approval for the Mayor to sign the leases without City Council action on each one.

**BUDGET IMPACT:** None. Each lease requires rent payments by the tenant. Rates are established by the Airport Board and reviewed every two years for increase. They rates have not been raised since 2009 for the following year. We reviewed the rate recently and the Board decided not to increase the rates. The next review will be November 2013.

**Attachments:** Staff Review  
T Hangar Lease

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO APPROVE T-HANGAR LEASE AGREEMENTS IN 2013 AND THROUGH 2014 AT THE CURRENT RENTAL RATE OR AS ADJUSTED UPWARD BY THE AIRPORT BOARD FOR ALL T-HANGARS RENTED AT THE FAYETTEVILLE EXECUTIVE AIRPORT**

**WHEREAS**, the City through its Aviation Director Ray Boudreaux has constructed numerous T-Hangars at the Fayetteville Executive Airport to serve pilots based at our airport and to provide revenue to the City's Aviation Division so that it has not had to be subsidized from the City's general revenues as other City Departments are funded; and

**WHEREAS**, the Airport Board working with the City's Aviation Division has set the reasonable rental rates for all such T-Hangar rentals for many years; and

**WHEREAS**, the lease contracts should be approved by City Council Resolution prior to the Mayor's signature pursuant to state law; and

**WHEREAS**, it is appropriate to approve the numerous standard lease contracts for the numerous T-Hangers as a group in 2013 through 2014.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves all T-Hangar leases if in the standard form and for the existing (or increased by the Airport Board) amount that come up for renewal or begin in 2013 through 2014 and authorize Mayor Jordan or his designee to execute the T-Hangar leases.

**PASSED and APPROVED** this 5<sup>th</sup> day of February, 2013.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

**HANGAR RENTAL AGREEMENT**  
**Fayetteville Executive Airport, Drake Field**  
**Lease Application and Accounting Information Form**

Name: Company/Leaseholder/Individual:

Name: Corporate Representatives(s):

Home Address:

Mailing Address (if different):

State of Corporation as incorporated:  
(Provide Copy of Incorporation Paperwork)

Business and/or Services to Be Provided: Please provide a brief description

Phone/Work: - - Phone/Cell: - -  
Phone/Home: - - Email:  
Emergency Contact Name: Emerg Phone: - -  
Social Security or Tax I.D No. Date of Birth:

Hangar Number: Aircraft Number: N

Effective Date: Aircraft Make/Model/Year:

Monthly Rental: \$ Aircraft Color Scheme:

Aircraft Type: Single Engine Airplane

Person conducting the business and/or providing the service if different from above:

Name: Phone: - - E-mail:

Description of tools, equipment, services and inventory required to conduct proposed business and /or service: Please provide a description of the type of tools and equipment used, how services will be delivered to the customer, and types/amounts of materials to be stored including potentially hazardous materials

Hours of Operation: Ex: 8 am-5 pm M-F Total Number of Employees:

I, \_\_\_\_\_, agrees to provide the Airport with changes to current address, telephone, aircraft, and insurance information.

Would you like to be included in a T-Hangar Tenant Directory? Yes Please check the information you would like to include in the Directory:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Name               | <input type="checkbox"/> Email              | <input type="checkbox"/> Address            |
| <input type="checkbox"/> T-Hangar number    | <input type="checkbox"/> Tail number        | <input type="checkbox"/> Aircraft type      |
| <input type="checkbox"/> Telephone # (home) | <input type="checkbox"/> Telephone # (work) | <input type="checkbox"/> Telephone # (cell) |

## LEASE AGREEMENT

The City of Fayetteville, Fayetteville Executive Airport, Drake Field hereby leases to \_\_\_\_\_, a hangar for the above described aircraft on the following terms and conditions. This lease is intended for the private storage of an aircraft. It is not intended to be used for aircraft maintenance, storage of hazardous materials or storage of non-aviation materials.

### 1. AIRPORT RULES AND ACCESS:

- A. \_\_\_\_\_, shall abide by "The Minimum Standards for Fayetteville Executive Airport, Drake Field", City of Fayetteville codes and ordinances, county, state, federal Statutes, Federal Aviation Regulations, and environmental laws.
- B. Hazardous activities such as, but not limited to: smoking, welding, use of spark producing devices (i.e. grinders), painting, doping, open fuel lines or the application of hazardous substances are expressly prohibited.
- C. \_\_\_\_\_, shall keep the aircraft storage space clean and free of grease, oil, paper and other debris. All flammables must be stored in a metal container with a tight fitting lid with sump capability at minimum or any other approved containment device. Combustible liquids such as lube oil may be stored in small quantities. (See Airport's Minimum Standards). No additional label is necessary if company label already indicates flammable liquid or type liquid contained. Flammable storage (other than inside the aircraft fuel storage tank) is limited to a maximum of 10 gallons in each Hangar unit. The premises covered by this Agreement shall not be used for the storage of explosive substances or items.
- D. Aircraft shall be removed from a hangar for any activity involving fueling or defueling.
- E. The Airport and its designated agents may enter hangars at any time for inspection. Only locks provided by the Airport may be used on hangar doors.
- F. Flying Clubs shall provide copies of the flying club bylaws, current insurance documents, and current membership roster to be submitted annually to the Airport Administration Office.

### 2. RENT:

- A. The hangar rent is invoiced in advance and shall be due on the first day of each month. \_\_\_\_\_, further agrees to pay upon demand any excise or other tax on the leasehold interest.
- B. The non-payment of rent may be grounds for termination of this Agreement. \_\_\_\_\_ will also be subject to a late fee for delinquent rental payment. Delinquent accounts will be sent to a collection agency in accordance with City of Fayetteville's collection/termination policies after 90 days.
- C. The rent stated above is subject to periodic adjustment by the Airport Board. Notice of increase shall be sent out at least thirty days prior to the increase.

### 3. STRUCTURAL MODIFICATIONS:

- A. No structural or electrical modifications, painting, or alterations will be made to the storage space without the prior written approval of the Airport Director.

B. \_\_\_\_\_, shall not attach any hoisting, winching or holding mechanism to any part of the storage space, or pass any such mechanism over the beams or braces thereof.

**4. ELECTRICAL APPLIANCES:**

A. Limited electrical appliances are allowed in a hangar including portable fans, televisions, refrigerators, radios, dehumidifiers, engine heaters, powered tow bars, battery trickle chargers, and small air compressors. Prohibited appliances include, but are not limited to, air conditioners, electric heaters, hot plates, heat lamps, and stoves. Any appliance not having an explosion-proof motor which generates a glow, flame, or spark must be elevated at least eighteen (18) inches above the floor. No appliances, except refrigerators, dehumidifiers, battery trickle chargers and engine heaters, may remain connected to any electrical receptacle when the hangar is not occupied.

B. \_\_\_\_\_, shall not overload electrical circuits. Hangar electrical circuits are designed for 20 amps.

**5. MOTOR VEHICLES:**

A. Vehicles shall be driven on the airport only by a licensed driver in accordance with policy established in the Airport's Minimum Standards. \_\_\_\_\_, shall maintain currency of registration as well as limits of liability and property damage insurance, as mandated by the State of Arkansas, on its vehicle. \_\_\_\_\_ will exercise all controls and restraints necessary as to its employees, agents, and invitees so as to comply with this Agreement.

B. Vehicles must be located so as not to block aircraft access route between any hangars, as per the Airport's Minimum Standards. Vehicles will be parked in accordance with the airport parking plan, signage and pavement markings.

**6. ENGINE OPERATION:** No aircraft engine shall be operated inside a hangar or in a negligent manner so that the propeller or exhaust blast may cause injury to persons or damage to property.

**7. PROPERTY DAMAGE/PERSONAL INJURY:** Aircraft and other personal property are stored at \_\_\_\_\_'s sole risk. Any insurance protecting \_\_\_\_\_'s personal property against fire, theft or damage must be provided by \_\_\_\_\_. \_\_\_\_\_ agrees to save the Airport Harmless from any and all liability by reason of the storage or maintenance of said aircraft upon the Fayetteville Executive Airport, Drake Field, or from injury or damage caused to any persons or property by reason of the operations of said aircraft. Insurance requirement shall be in accordance with the Airport's Minimum Standards and a current Certificate of Insurance shall be on file at the Airport Administration Office. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

**8. AIRCRAFT MAINTENANCE:** Maintenance repair work that requires open flame, use of spark producing devices (i.e. grinders), welding, or the use of flammable liquids is not in this Aircraft Storage Hangar. Opening fuel cells and fuel lines is not permitted in a storage hangar.

**9. NO COMMERCIAL ACTIVITY:** No commercial or revenue-producing activities shall be conducted or permitted from any aircraft storage space without written approval of the Airport Director.

**10. NO ASSIGNMENT:** The aircraft storage space designated above is rented on a month-to-month basis for aircraft storage only. Such space may not be sublet, assigned or otherwise transferred without the prior written approval of the Airport Director. Only the aircraft identified in this Agreement may be stored in this hangar.

**11. TERMINATION:**

A. This Agreement shall be deemed a "month-to-month" tenancy and may be terminated by either party upon giving thirty (30) days notice to the other in writing, prior to the end of any such rental period.

B. This Agreement may be terminated by the Airport upon ten (10) days written notice for any violation of the terms or conditions of this Agreement.

**12. NOTICE:** Any Notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address for the City/Airport, or for the tenant, the last known address or copy thereof may be posted upon the entryway door of the above mentioned hangar.

**CITY OF FAYETTEVILLE**

Airport Administration Office  
4500 S. School Ave., Suite F  
Fayetteville, AR 72701  
Phone: 479-718-7642

**13.** If \_\_\_\_\_, fails to make any payment due hereunder within ten (10) days of the date on which such payment is due, the City of Fayetteville may, at its option, terminate this agreement and take possession of such of \_\_\_\_\_, personal property as is reasonably necessary to secure payment of the amount due and unpaid.

**14.** Upon expiration or other termination of this lease, \_\_\_\_\_'s rights to use of the demised premises shall cease, and \_\_\_\_\_, shall vacate the premises without unreasonable delay.

All fixtures, improvements, equipment, and other property brought, installed, erected or placed by \_\_\_\_\_, on the demised premises shall be deemed to be personalty and shall remain the property of \_\_\_\_\_. \_\_\_\_\_, shall have the right at any time during the term of this agreement, to remove any or all of such property from the Airport, subject, however, to \_\_\_\_\_'s obligations to repair all damages, if any, resulting from such removal. Any and all property not removed by \_\_\_\_\_, prior to the expiration of this lease shall thereupon become the property of the City of Fayetteville and title thereto shall thereupon vest in the City of Fayetteville.

**15.** All covenants, conditions and provisions in this agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.





**Attachment "A" to Hangar Rental Agreement  
For Execution by Partners in Aircraft**

I agree to be bound by the terms and conditions of the hangar Rental Agreement

Effective \_\_\_\_\_ (day/month/year) for Hangar # \_\_\_\_\_

**Lessee Name:** \_\_\_\_\_

**Partner #1:** \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

**Partner #2:** \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

**Partner #3:** \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

**Partner #4** \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

**RESOLUTION NO. 10-12**

A RESOLUTION TO APPROVE T-HANGAR LEASE AGREEMENTS THROUGHOUT 2012 AT THE CURRENT RENTAL RATE OR AS ADJUSTED UPWARD BY THE AIRPORT BOARD FOR ALL T-HANGARS RENTED AT THE FAYETTEVILLE EXECUTIVE AIRPORT

**WHEREAS**, the City through its Aviation Director Ray Boudreaux has constructed numerous T-Hangars at the Fayetteville Executive Airport to serve pilots based at our airport and to provide revenue to the City's Aviation Division so that it has not had to be subsidized from the City's general revenues as other City Departments are funded; and

**WHEREAS**, the Airport Board working with the City's Aviation Division has set the reasonable rental rates for all such T-Hangar rentals for many years; and

**WHEREAS**, the lease contracts should be approved by City Council Resolution prior to the Mayor's signature pursuant to state law; and

**WHEREAS**, it is appropriate to approve the numerous standard lease contracts for the numerous T-Hangers as a group for all of 2012.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves all T-Hangar leases if in the standard form and for the existing (or increased by the Airport Board) amount that come up for renewal or begin in 2012 and authorize Mayor Jordan or his designee to execute the T-Hangar leases.

**PASSED and APPROVED** this 17<sup>th</sup> day of January, 2012.

APPROVED:

ATTEST:

By:   
LIONELD JORDAN, Mayor

By:   
SONDRA E. SMITH, City Clerk/Treasurer

