

HEBER CITY MUNICIPAL AIRPORT

- Russ McDonald Field -

<p style="text-align: center;">PUBLIC NOTICE HEBER CITY CORPORATION, REQUEST FOR BIDS</p>

Heber City Corporation is accepting bids on 95' x 95' improved airport hangar sites designed for 75x75 box hangars, known as Daniel Hangar 31(1C*), 32 (2C), 33(3C), 34(4C), 35(1D) and 36(2D) with basic utilities located at Heber City Municipal Airport (HCR), Heber City, Utah.

Bids are for a license to construct a private hangar and enter into a 30-year non-reversionary ground lease with the City.

Bid package is located at the Heber City website, airport webpage:
<http://ci.heber.ut.us/departments/airport/index.html>

Minimum Bids:

31(1C), 32 (2C), 33(3C), 34(4C) (west facing) – opening bid is \$65,000.00
35(1D) and 36(2D) (east facing) – opening bid is \$60,000.00

Bid Procedures:

1. This is a closed bid.
2. The highest dollar bid for each hangar site will be awarded.
3. Bidder's should indicate a primary and secondary site and a separate bid price accordingly. Bidders are permitted to bid on no more than two adjacent sites for the purpose of constructing a hangar larger than a 75x75 box hangar the sites were designed for.
4. Bids must be submitted to the City Recorder's Office, 75 North Main Street, Heber City, UT 84032 by **Thursday, February 8, 2018, at 5:30 p.m.**

Requirements:

1. Bidder must submit to Heber City a deposit of \$5,000 with their bid in the form of a cashier's check to be; 1. Returned if non-successful, or 2. applied as a deposit to successful bidder's pad, or 3. forfeited by a successful bidder who does not sign a lease agreement along with paying the balance of Bid/Pad fee by: **Thursday, February 22, 2018, at 5:30 p.m.**
2. Successful bidders will enter into a Memorandum of Understanding with the City prior to executing the lease agreement.
3. Successful bidders must construct a hangar within 18 months of award of hangar site. Failure to construct within the 18-month period will result in forfeiture of the site and bidder's investment.
4. Hangar construction must comport with Heber Airport Hangar Design Standards and be subject to an FAA Form 7460-1 Airspace Review, the Heber City commercial building permit process and any other pertinent city ordinance. Non-standard hangars may be subject to additional review and permit criteria.

* Description as indicated on the official record of survey.

Heber City Airport Hangar Interior Construction Limits

All individual hangar buildings at the Heber City Municipal Airport are built under what is currently called 2-B construction.

2-B construction is defined as:

Non-combustible materials including steel (metal), concrete, and or masonry. Under certain exceptions Fire Resistant Treated wood (FRT) may be used. This restriction on building materials includes all construction conducted within a 2-B building.

These hangars are for the storage of aircraft only. Strict fire sprinkler provisions come into play when the use is expanded beyond the storage of aircraft.

Restrooms w/o showers and small office/ break rooms (with floor area not greater than 10% of the main use) are acceptable and incidental to the main use, however, these spaces must be constructed of non-combustible materials. These spaces are non-residential and must comply with all of the International Building Codes (IBC) which includes access, egress and adaptable accessibility requirements. These areas must be designed and stamped by licensed design professionals i.e. an architect or engineer. Sheathed ceiling assemblies must not be used for storage unless designed for a minimum of 125 psf.

Compliance to the national and international codes for plumbing, electrical, mechanical, and fuel gas is also required.

Hangars constructed prior to 2008 were completed without full knowledge of all of the code requirements for aircraft hangars. Many do not meet these requirements even based on the effective code at the time of their construction. Interior improvements within these hangars also do not fully comply with the codes of that time. Comparing proposed projects with those done in the past will not waive the current code requirements.

DRAFT

MEMORANDUM OF UNDERSTANDING REGARDING CONSTRUCTION OF HEBER CITY AIRPORT HANGER PADS, HEBER CITY, UTAH

This Memorandum of Understanding ("MOU"), dated as of the ____ day of _____, 2018, is made by and among

_____,
("Hanger Owner"), and Heber City, having offices at 75 N Main St, Heber City, UT 84032 ("City"), collectively hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, Hanger Owner has been awarded the right to construct a Hanger on property owned by Heber City, located on the Heber City Airport; and

WHEREAS, the Owner and City desire to agree and sign an agreement in respect to the constructions and expectations of each Party; and

WHEREAS, Owner anticipates and is expected to initiate and complete construction of said Hanger on or before the expiration of 18 months from execution of this Agreement;

WHEREAS, the Parties hereto wish to set forth herein their mutual understandings with respect to the primary terms of agreement for the construction of said hanger and pads and the process for each of the parties and to timely enter into a binding agreement to memorialize the same.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Subject to acts of God, or delay caused by the City out of the control of the Hanger Owner, Hanger Owner shall initiate and be responsible to complete construction, subject to approval of the City Engineer and City Building Inspector, of their respective Hanger within 18 months of the execution of this Agreement. In the event construction time exceeds said 18-month completion period, the Hanger Owner shall be assessed a penalty of \$1,000.00 each month, or a portion thereof, for each month construction is not completed beyond the said 18 month completion deadline. In the event the hanger is not completed and approved by the City, pursuant to the terms of this Agreement, after 24 months from expiration of the initial 18-month completion deadline, the City reserves the right to cancel any associated and appurtenant ground lease, at the City's sole discretion.

1a. In consideration of Owner paying \$_____ to the City, and subject to the terms of this Agreement, Owner is granted permission and given the right by the City to construct said hanger on City Property.

1b. The City acknowledges receipt of **\$5,000.00** from Owner as a down payment toward said \$_____ amount.

2. Hanger Owner shall be responsible to acquire and verify to the City, approval of the FAA to construct their said respective hanger.

3. The Pad upon which the hanger shall be constructed is approximately 70' x 70'. However, upon specific request, the City reserves the right to entertain such specific requests for hanger construction larger than said 50' x 50' footprint. Such proposed projects shall be restricted to the most southern available parcel of the proposed hanger row.

4. Any and all construction shall be pursuant to the Hanger Construction and Design Standards; and Hanger Plat Layout Design and Map. See attached as Exhibits **A and B**.

5. This provision removed

6. All Owners shall provide the City with verification of adequate performance bonding and insurance required by any applicable City, State or Federal rule, law or statute for their construction and associated work with the hanger construction project. Any such verification shall be specifically approved by the City Engineering Department, and comply with detailed scope of work and specifications available at www.ci.heber.ut.us/engr.html.

7. Hanger Owners are only purchasing the right to construct a structure with access to infrastructure on or near the associated pad. The ground/pad upon which the Hanger is constructed shall remain in the ownership of the City, subject to a ground lease with the City, with the Owner as the Lessee.

8. Hanger Owner shall be required to execute a Hanger Ground Lease with the City at the time of the pad purchase. Hanger Owner shall not be permitted to occupy any Hanger on the City Airport without executing a Hanger Ground Lease with the City.

9. This Agreement is effective upon signature by the parties and will remain in effect unless and until terminated by mutual agreement.

10. This Agreement shall in no way supersede, replace or impose requirements or processes provided for by any local, state or federal land use laws or ordinances.

11. AMENDMENTS This Agreement may be modified or amended only by written agreement among the parties hereto. Any terms or conditions not set forth in this Agreement, but expressly agreed to in a future MOU signed by the City and Hanger Owner shall be considered integrated into this MOU.

12. TERMINATION This MOU will expire upon completion of the construction and acceptance by the City of the Hanger. This MOU may be terminated at any time by mutual written agreement of all parties. Expiration or termination would affect only pursuit of new projects under the MOU. Projects completed or in progress will be governed by the specific individual agreements set forth herein as they apply to such projects.

13. AUTHORITY The City Manager and Airport Manager executing this MOU represent and warrant that they are signing this MOU with full approval of and authority granted by their respective governing bodies.

14. REMEDIES In the event of any party's default under this Agreement the nondefaulting party or parties may sue for injunctive relief and/or damages. The prevailing party or parties shall recover their costs and attorney's fees.

IN WITNESS WHEREOF the foregoing has been confirmed and agreed to be effective the ____ day of , 2017.

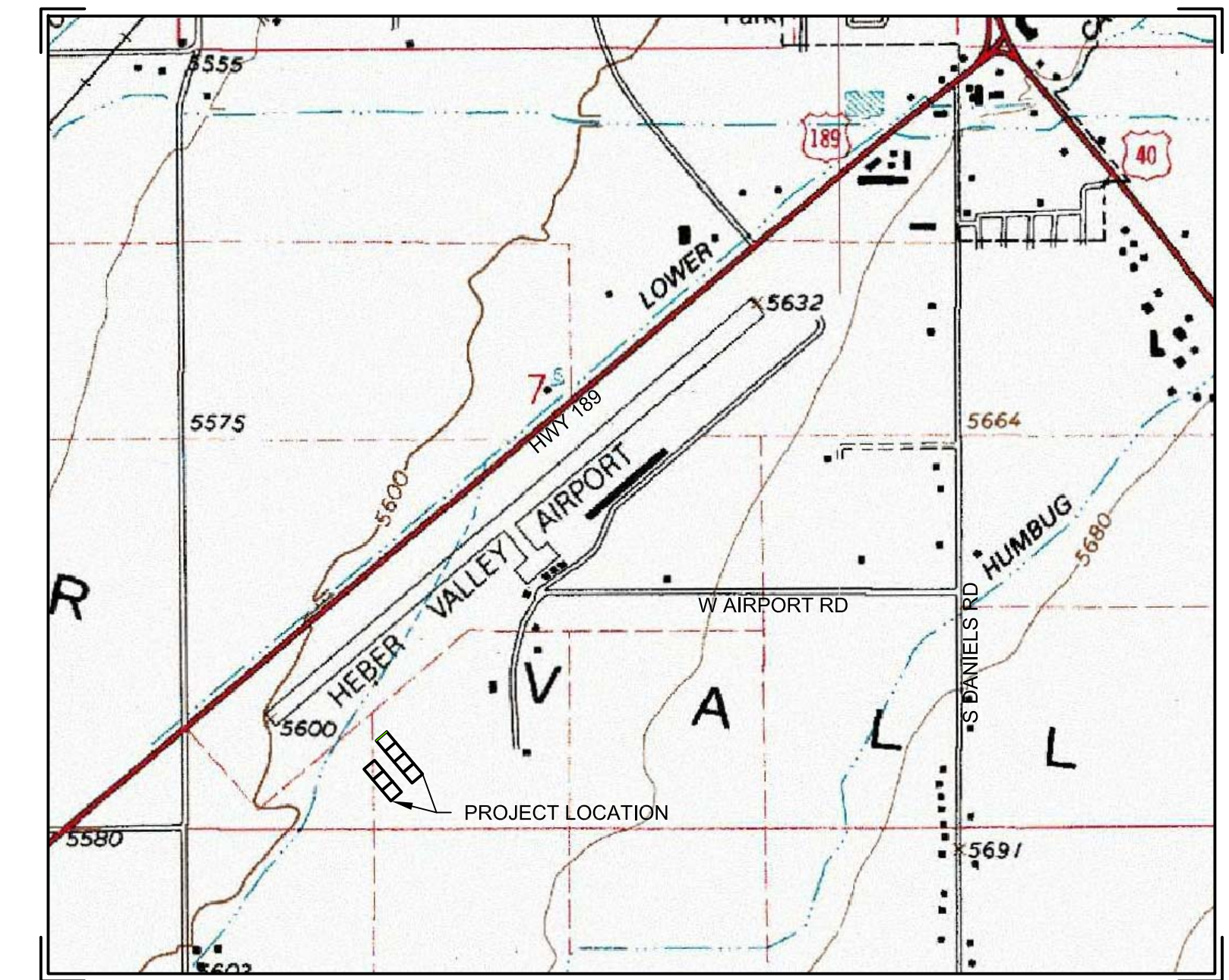
AGREED TO BY:

Denis B. Godfrey
Heber City Airport Manager
Heber City, Utah
On this _____, 2018

Owner:

Heber City, Utah
On this _____ 2018

T.4S., R.5E., S.L.B.&M.



VICINITY MAP
SCALE = 1:1000

SURVEYORS NARRATIVE

I WAS EMPLOYED BY HEBER CITY, UTAH TO PREPARE A RECORD OF SURVEY OF HANGAR LEASE AREA BLOCKS C AND D AT THE HEBER CITY MUNICIPAL AIRPORT. THE SURVEY INCLUDED LOCATION OF PLSS TIES AND THE EXISTING TAXIWAY. AS REQUIRED BY THE FAA, THE FACE OF THE HANGARS WERE SET TO BE 57.50 FEET FROM THE EXISTING TAXIWAY CENTERLINE, WHICH IS 10 FEET OFF OF THE LOT LINE. EXISTING PACS & SACS ON THE AIRFIELD WERE USED AS CONTROL AND THE BASIS OF THIS SURVEY.

DESCRIPTION OF HANGAR LEASE AREA BLOCK "C"

BEING A PARCEL OF LAND LYING WITHIN THE S1/2SE1/4, SECTION 7, T.4S., R.5E., S.L.B.&M., WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MARKING THE E1/4 CORNER OF SAID SECTION 7, FROM WHICH A FOUND BRASS CAP MARKING THE SE CORNER THEREOF BEARS S.0°05'49"E., 2669.32 FEET; THENCE S.57°35'06"W., 4347.73 FEET, TO A 2 1/2" ALUMINUM CAP SET THIS SURVEY, BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE N.40°16'22"W., PARALLEL WITH AND OFFSET 142.50 FEET NORTHEASTERLY OF THE CENTERLINE OF THE EXISTING TAXIWAY, 380.00 FEET, TO A 2 1/2" ALUMINUM CAP SET THIS SURVEY; THENCE S.49°43'38"W., 95.00 FEET, TO A 2 1/2" ALUMINUM CAP SET THIS SURVEY; THENCE S.40°16'22"E., PARALLEL WITH AND OFFSET 47.50 FEET NORTHEASTERLY OF THE CENTERLINE OF THE EXISTING TAXIWAY, 380.00 FEET, TO A 2 1/2" ALUMINUM CAP SET THIS SURVEY; THENCE N.49°43'38"E., 95.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 36,100 SF, MORE OR LESS.

DESCRIPTION OF HANGAR LEASE AREA BLOCK "D"

BEING A PARCEL OF LAND LYING WITHIN THE S1/2SE1/4, SECTION 7, T.4S., R.5E., S.L.B.&M., WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MARKING THE SE CORNER OF SAID SECTION 7, FROM WHICH A FOUND BRASS CAP MARKING THE E1/4 CORNER THEREOF BEARS N.0°05'49"W., 2669.32 FEET; THENCE N.86°45'53"W., 3825.87 FEET, TO A 2 1/2" ALUMINUM CAP SET THIS SURVEY, BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE N.40°16'22"W., PARALLEL WITH AND OFFSET 47.50 FEET SOUTHWESTERLY OF THE CENTERLINE OF THE EXISTING TAXIWAY, 285.00 FEET, TO A 2 1/2" ALUMINUM CAP SET THIS SURVEY; THENCE S.49°43'38"W., 95.00 FEET, TO A 2 1/2" ALUMINUM CAP SET THIS SURVEY; THENCE S.40°16'22"E., PARALLEL WITH AND OFFSET 142.50 FEET SOUTHWESTERLY OF THE CENTERLINE OF THE EXISTING TAXIWAY, 285.00 FEET, TO A 2 1/2" ALUMINUM CAP SET THIS SURVEY; THENCE N.49°43'38"E., 95.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 27,075 SF, MORE OR LESS.

RECORDER'S ACCEPTANCE

THIS RECORD OF SURVEY WAS ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY RECORDER ON THIS _____ DAY OF _____, 2017, AND FILED FOR RECORD AT _____ M. UNDER DOCUMENT NUMBER _____ IN BOOK _____ AT PAGE _____.

COUNTY RECORDER _____

BY: _____ DEPUTY

CERTIFICATE OF SURVEYOR

I, RICHARD T. MUSCIO, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF UTAH, HOLDING LICENSE NO. 359311, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY AND FIELD SURVEY WERE MADE BY ME OR UNDER MY SUPERVISION AND THAT BOTH ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND IN COMPLIANCE WITH ALL STATE AND COUNTY STATUTORY PROVISIONS AND REGULATIONS. THIS PLAT AND SURVEY WERE CREATED FROM AN ACTUAL FIELD SURVEY PERFORMED ON 3/30/2017.



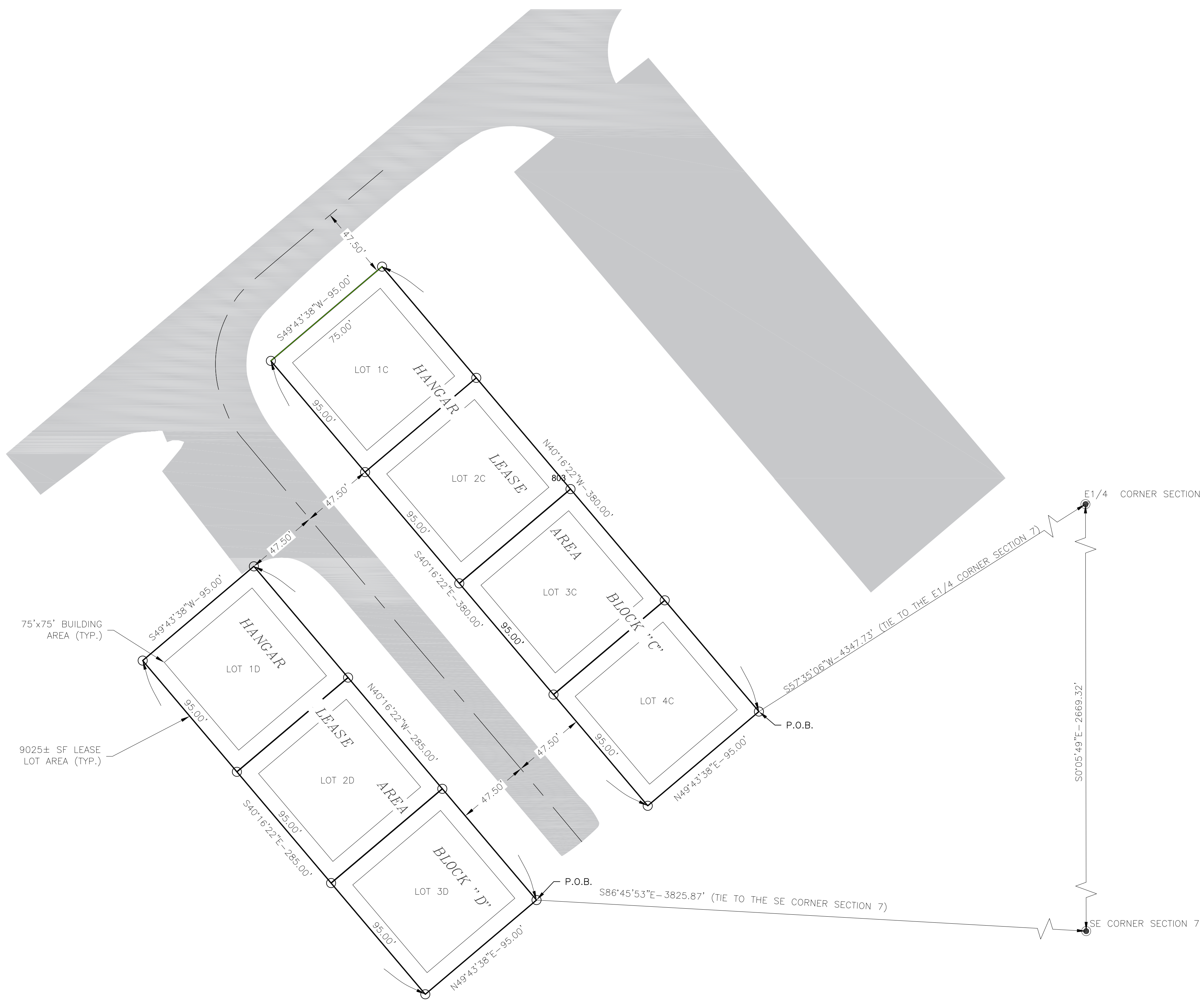
RICHARD T. MUSCIO
UTAH PLS 359311

BASIS OF BEARINGS

UTAH STATE PLANE COORDINATES
UTAH CENTRAL ZONE, NAD 83(2011) GEOID 12B
GROUND COORDINATES SCALE FACTOR 1.0003034420
NAVD 88

SURVEY STARTING POSITION WAS DERIVED USING OPUS SOLUTION

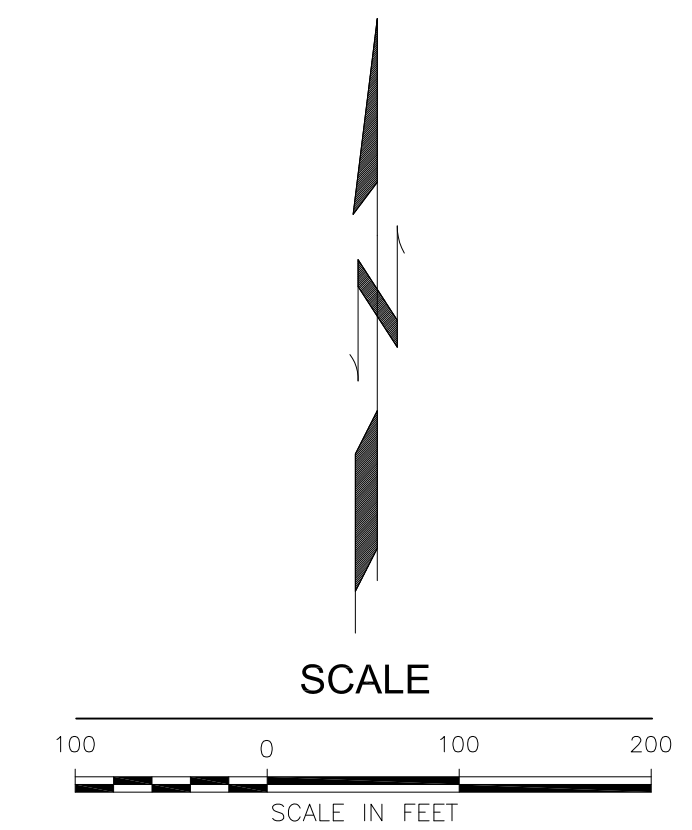
BROUGHT TO GROUND AT FAA 36U A
LATITUDE: 40°28'59.92122"N
LONGITUDE: 111°25'32.29275"W
HEIGHT: 5567.906'
NORTHING: 7344790.423
EASTING: 1661102.066
ELV: 5619.776'



LEGEND

HANGAR LEASE LINE	—————
EDGE OF PAVEMENT LINE	- - - - -
FOUND BRASS CAP	●
SET 5/8"x24" REBAR WITH 2 1/2" ALUMINUM CAP	○
MEASURED DATA	S.89°56'51"E. - 1318.62'

SURVEY COMPLETED
DATE: 3/30/2017
BY: ARR
REVIEWED BY: RTM



HANGER LEASE AREA RECORD OF SURVEY
SHOWING
LEASE AREA BLOCKS C & D
WITHIN
S1/2 SE1/4, SECTION 7, T.4S., R.5E., S.L.B.&M.,
WASATCH COUNTY, UTAH
HEBER CITY, UT

PROJECT NO: 171206

GDA ENGINEERS
ENGINEERING · SURVEYING · PLANNING
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