

# North Las Vegas Airport & Perkins Field Stakeholder Meeting

August 20, 2025  
5:30 pm – 7:00 pm



*DRAFT*

# Clark County Department of Aviation

Karina Tarnowska, Airport Manager, General Aviation

Ben Czyzewski, Managing Director, General Aviation

# Meeting Agenda

FAA Grant Assurance Review

Hangar Agreements - Examples

Discussion

# Assurance #4: Good Title

Sponsor Must Maintain Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

# Assurance #5: Preserving Rights and Powers

The airport sponsor “...will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances...”

The airport sponsor “...will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance...”

Based on the FAA’s interpretation of Assurance 5a as it relates to reversion of rights, an airport sponsor’s failure to include or exercise lease reversion clauses contributes to forfeiting the sponsor’s rights and powers.

# Assurance #19: Operations and Maintenance

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal, state, and local agencies for maintenance and operation.”

The airport sponsor “...will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.”

# Assurance #22: Economic Nondiscrimination

The airport sponsor "...will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities..."

Aeronautical users "...will be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators [aeronautical users] making the same or similar uses of such airport and utilizing the same or similar facilities."

# Assurance #24: Fee and Rental Structure

The airport sponsor "...will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection."

Based on the FAA's interpretation of Assurance 24 as it relates to reversion of property, an airport sponsor's failure to include or exercise reversion clauses in an airport leases may impact the sponsor's ability to achieve or maintain self-sustainability.



# Assurance #38: Hangar Construction

The airport owner or operator "...will grant to the aircraft owners for the hangar a long-term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose."

As interpreted, a long-term lease in this instance would likely represent a land rental basis, allowing the hangar owner to amortize the investment over a reasonable period.

# Order 5190.6B Change 3 (09/15/2023) – Chapter 12 Review of Aeronautical Lease Agreements

Control: “Ensure the sponsor has not entered into a contract that would surrender its capability to control the airport.”

Title: “Does the title of tenant facilities vest in the sponsor at the expiration of the lease?”

Rent: “Do any lease extension or option provisions provide for added facility rent once the title of facilities vests in the sponsor?”

# Order 5190.6B Change 3 (09/15/2023) – Chapter 12 Review of Aeronautical Lease Agreements

Term: “Does the term exceed a period of years that is reasonably necessary to amortize a tenant’s investment?”

“Most tenant ground leases of 30 to 35 years are sufficient to retire a tenant’s initial financing and provide a reasonable return for the tenant’s development of major facilities”

“Leases that exceed 50 years may be considered a disposal of the property”

# Hangar “Q” Agreement Verbiage

## 2. TERM

The term of this Agreement will commence on **February 1, 2007**, and will continue through **June 13, 2027, (30 years from the approximate effective date of each hangar group with a minimum term of Twenty (20) years from date of Execution of this agreement)**, unless otherwise terminated under Section 14, Termination by County, and/or Section 15, Termination by Tenant. County agrees to provide Tenant, upon or prior to the end of such term, one hundred eighty (180) days notice of the termination of this Agreement and CDR agrees to consider a possible new lease or extension of this Agreement for the Premises.

# Executive Hangar Agreement Verbiage

## 1.2 TERM

1.2.1 The term of this Agreement will commence upon the first day of the month following either:

- 1) the date of completion of tenant improvements as described in Section 1.1.6 above as accepted by the County's Designated Representative; or
- 2) the first day of the seventh (7th) month following notice to proceed and occupancy by the Tenant of the Premises upon the completion of the County's obligation as described in Section 1.7 entitled FACILITIES AND SERVICES TO BE PROVIDED BY COUNTY.

whichever date first occurs, and will continue for an initial period of thirty (30) years.

1.2.2 At the expiration of the initial term, the Tenant will have the right to one (1) ten (10) year option period. Such option is subject to the Tenant giving one-hundred eighty (180) days' prior written notice to County. County will have the right to approve the exercise of option within thirty (30) days of receipt of written notice from Tenant. Such approval by the County will not be unreasonably withheld.

**2/28/1997**

# Outback Hangar Agreement Verbiage

## 2. TERM

The Approval Date of this Agreement will be the date of approval by the Board of County Commissioners.

The Effective Date and initial term of this Agreement shall commence on **June 1, 2002** and will continue on for a period of thirty-two (32) years and will expire on **May 31, 2034**. At the expiration of the initial term, Tenant will have the right to two (2) five-year renewal options upon providing CDR with one-hundred eighty (180) days prior written notice, of its intent to exercise each option period.

# Skid Row Agreement Verbiage

## 1.2 TERM

1.2.1 The term of this Agreement will commence upon the first day of the month following either:

- 1) the date of completion of tenant improvements as described in Section 1.1.6 above as accepted by the County's Designated Representative; or
- 2) the first day of the seventh (7th) month following notice to proceed and occupancy by the Tenant of the Premises upon the completion of the County's obligation as described in Section 1.7 entitled FACILITIES AND SERVICES TO BE PROVIDED BY COUNTY.

whichever date first occurs, and will continue for an initial period of thirty (30) years.

1.2.2 At the expiration of the initial term, the Tenant will have the right to one (1) ten (10) year option period. Such option is subject to the Tenant giving one-hundred eighty (180) days' prior written notice to County. County will have the right to approve the exercise of option within thirty (30) days of receipt of written notice from Tenant. Such approval by the County will not be unreasonably withheld.

2/1/1994



# Perkins Field Agreement Verbiage

2. **Term:** This Agreement will commence on March 16, 1999, and will continue for a period of twenty-five (25) years. Tenant shall provide, for County approval, Tenant's written request to exercise its option for one (1) three-year renewal period. Such request shall be provided one-hundred eighty (180) days prior to the expiration of this Agreement. County retains the right to terminate this Agreement, as further described in Paragraph 14 of this Agreement. County shall provide Tenant with sixty (60) days notice of its acceptance of Tenant's renewal or its rejection and requirement to remove the hangar.



# Consent to Assignment Verbiage

7. Assignee acknowledges the Hangar Agreement expiration will not be extended beyond the term stated in the Hangar Agreement. Assignee also acknowledges that County has not made any express or implied oral or written representation or promise that County will grant an extension of the term or enter into any other modification of the Hangar Agreement.

# Discussion



NORTH LAS VEGAS AIRPORT  
CLARK COUNTY DEPARTMENT OF AVIATION

# Contact Information

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NORTH LAS VEGAS AIRPORT  
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