

LOGAN - CACHE AIRPORT AUTHORITY BOARD MEETING

**OCTOBER 3, 2024
APPROVED MINUTES**

The Logan-Cache Airport Authority Board convened in a regular session on Thursday, October 3, 2024 at 8:30 a.m. in the Cache County Historic Courthouse, County Council Chambers, 199 North Main, Logan, Utah.

ATTENDANCE

Members of the Airport Authority Board in Attendance:

John Kerr – Chair, At-large – Appointed by Airport Authority Board
David Zook – Cache County Executive
Karl Ward – Cache County Council
Ryan Snow – Appointed by Cache County

Members of the Airport Authority Board Absent:

Brett Hugie – Vice Chair, Appointed by Logan City
Mayor Holly Daines – Logan City
Jeannie F. Simmonds – Logan City Council

Also in Attendance:

Bob Low – Airport Manager
Jeris Kendall – Cache County Deputy Attorney
Robert LaCroix – Logan City Fire Department
Connor Butterfield – Lochner
Judd Hill – Lochner
Dylan Peterson – Lochner
Aaron Dyches – USU Aviation
Baron Wesemann – USU Aviation
Tyler Knudsen – USU Aviation
Brandon Parish – USU Aviation
Scott Weaver – Leading Edge Aviation
Joe Bates
Robert Fannesbeck
Kim Hall
Marv Halling
Robert Kidd
David Little
Brad Wursten
Jerry Wursten
Janeen Allen – Minutes

1. CALL TO ORDER

Chairman John Kerr called the meeting to order at 8:31 a.m.

2. ACTION ITEMS

a. APPROVAL OF MINUTES – August 1, 2024

ACTION: Motion was made by Karl Ward and seconded by Ryan Snow to approve the minutes of August 1, 2024 as written. The vote in favor was unanimous, 4-0 (Mayor Holly Daines, Jeannie Simmonds and Brett Hugie absent for vote)

3. MANAGER'S REPORT

Mr. Low reported on some of the things the interns have been doing since coming to the airport:

- **Valerie Black** – helps with the daily inspections and documenting any discrepancies. In fact, she is doing the inspection at the airport during this meeting. She has been assigned to work on the Title 6 program. She is working with Lochner and their consultant to complete it. The Logan-Cache Airport will be one of the first in the state to have it completed.
- **Kate Scott** – Digitized the Airport Certification Manual, as well as a digital airport discrepancy log sheet. She has rewritten and brought up-to-date training curriculum for airport staff. She is currently working on organizing a meeting with emergency personnel for a safety plan and emergency operations training this month. She is also working on the presentation for the training.
- **Casey Maxwell** – Supervising a current construction project brought about by the 139 Inspection regarding power to the windsock. He has been primarily responsible for mowing the wildlife area and keeping it free of weeds. He has been a good interface with vendors and the public at the airport. He has been instrumental in organizing a tracking sheet for maintenance and Part 139 compliance.

All three interns are seniors in the USU Aviation Airport Management program and have proven to be tremendous assets in the management of the Logan-Cache airport and have freed Mr. Low up to interface with tenants and work on budgetary matters, etc.

Mr. Zook asked if there were still any items brought up by the Part 139 inspection that were still unresolved. Mr. Low mentioned several including:

- Construction project running continuous power to the windsock replacing the solar panel. It should be completed by the 15th of October
- Repainting with different paint – An agreement with the FAA has been made to do as much this fall as possible and then finish next year
- Emergency Plan – Still working on completing

4. DISCUSSION ITEMS

a. REVISED HANGAR SITE LEASE

Mr. Low prefaced his remarks saying he had met with a lot of people and gathered ideas from board members, Logan City attorney and tenants regarding the hangar lease agreement. A copy of the lease agreement is a part of these minutes as **Attachment A**.

He reviewed the proposed draft with board members highlighting the changes that had been made and requested their input. The changes include the following:

Billing is based on total site that hangar is on rather than the size of the hangar

Increase each year will be matched to the social security cost of living increase rather than a set percentage of 2%

Currently at .22 – Most airports in state are around .48 per sq. foot.

One-time hookup fee will match the Logan City utility fee hookup price rather than a set \$1,000 (Utility service includes water, sewer, power, gas and communications)

Lease to be renewed under same terms and conditions for 10 years

Lease terminated with written notice of 180 days rather than six months

Hangars must be used primarily for aircraft and aviation-related equipment

Require general liability insurance of \$1 million for every hangar owner and \$2 million aggregate for hangars with fuel tanks rather than \$1 million for fuel tank hangars and no insurance for all hangars. Mr. Low noted that Leading Edge is the only hangar with a fuel storage tank

ACTION: Motion was made by Ryan Snow and seconded by Karl Ward to accept the new hangar lease agreement at a proposed lease rate of \$.43 per foot and striking the \$2 million aggregate insurance requirement.

DISCUSSION ON MOTION: David Zook said the general liability should be included and cited an airport that had a fire that caused millions of dollars in damage. He also asked if \$.43 is in line with industrial lease rates in the valley.

Chairman Kerr said that \$.43 is relatively low depending on how it is used.

It's cheaper to store a boat than comparable storage units in the area.

However, hangars can only be used to house aviation-related aircraft and equipment. He wondered how the determination is made that a hangar is used primarily for aviation-related items.

Mr. Low responded saying that usually, it is obvious.

Mr. Zook then asked if the lease agreement needs to be more specific about the threshold for primary usage of storage space.

Deputy County Attorney, Jeris Kendall said that the way the lease is written, it allows flexibility to the airport manager. He recommended looking at how other airports address the threshold issue, but he thinks the wordage is adequate. He suggested allowing it to stay the way it is now and see how it works with the possibility of amending it in the future.

Mr. Kerr noted that the FAA required only aviation-related equipment and later revised to primarily aviation-related usage because it was too onerous. Most cases will be obvious what the hangar is being used for primarily.

Mr. Kerr asked Mr. Low to explain the rate difference between flight line hangars and other hangars. Mr. Low said that the flight line hangars are

generally 10 cents more than hangars not on flight line. He recommended a rate of \$.37 for offline and \$.47 for flight line hangars.

Mr. Snow said he was willing to amend his motion to the rate as recommended.

ACTION: A friendly amendment to the motion was made by Ryan Snow and seconded by Karl Ward to set the hangar lease rate at \$.47 per foot for hangars on the flight line and \$.37 per foot for all other

PUBLIC COMMENT: Mr. Kerr expressed appreciation to all the hangar owners who had provided input to Mr. Low over the past few weeks regarding the proposed lease. He invited anyone who wanted to give public comment on the lease at this time to come forward. No one did.

ACTION: A Call for Vote was made by Karl Ward to accept the new hangar lease agreement at a proposed lease rate of \$.47 per foot for flight line hangars and \$.37 per foot for non flight line hangars and all other amendments as presented. The vote in favor was unanimous 4-0 (Mayor Holly Daines, Jeannie Simmonds and Brett Hugie absent for vote).

b. 2025 CAPITAL IMPROVEMENT PROJECTS

Judd Hill and Connor Butterfield presented the list of capital projects coming in 2025. See **Attachment A**.

Mr. Hill gave an explanation of FAA changed paint requirements.

Mr. Butterfield said that the runway paint project is a state and local funded project. The plan review is next week with bid in 1 to 2 weeks. It's a complicated issue because the approved manual says it one way, but the 139 inspector said it has to be different. There ended up being a compromise in that the airport will paint what we have with funding from the state and then finish it early next year.

9:25 am – Karl Ward left the meeting

Mr. Hill noted that when the painting takes place, runway 10/35 will have to be shut down. However, the crosswind runway will be able to be used.

Mr. Hill presented the major projects and explanations as shown in the presentation slides of **Attachment B** including:

- Taxiway Charlie
- Taxilane India
- PAPI Control Box
- Snow Removal Equipment

Chairman Kerr asked if the board members had any questions or if anyone in the audience had questions.

Brad Wursten

Asked what sources were looked at for lease rates.

Emphasized that the airport shouldn't charge hangar owners for commercial operations because we don't have that at our airport

He also wanted to know how the lease would be assessed as far as what property is covered. He doesn't want to pay for the ramp if other people are using it.

Joe Bates

Noted that the Board just approved a lease with barely a quorum and no members of lease committee present. Lessees have never seen this latest version. Can't it be made available to hangar owners beforehand?

Why are we getting funding for 139 work if it only benefits one entity?

Could receive funding for other projects that benefit everyone.

Mr. Zook said that the lease changes are only for new leases and when old ones are renewed. He agreed that the lease should be posted beforehand and will make sure it is posted for everyone to see before the next meeting.

The remaining board members agreed to put the proposed lease on the agenda for the next meeting for further discussion. It will be posted for the public to review before the meeting.

c. OPEN ITEMS

Aaron Dyches with USU Aviation stated that he and Mr. Hill are on the State of Utah Electrification of Aviation Subcommittee.

He noted that the Logan-Cache Airport is in the top three airports in the state that will have added electrification of aircraft.

4. NEXT SCHEDULED BOARD MEETING

Thursday, November 7, 2024 at 8:30 a.m. – Cache Historic Courthouse, Council Chambers

5. ADJOURNMENT

The meeting adjourned at 9:56 a.m.

LOGAN – CACHE AIRPORT AUTHORITY BOARD
OCTOBER 3, 2024

ATTACHMENT A

LOGAN-CACHE AIRPORT AUTHORITY GROUND LEASE AGREEMENT

This lease is made and entered into by and between the Logan-Cache Airport Authority, which shall be called the "LESSOR" in this agreement and the "LESSEE" as indicated below:

Name: _____

Address: _____

Phone: _____

Email: _____

In consideration of the mutual terms and conditions contained in this agreement, the parties hereto do hereby agree as follows:

A. LEASED PREMISES

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following hangar site located at the Logan-Cache Airport:

Designated Number: _____

Tax ID Number: _____

Total site Dimensions: _____

B. RENT

1. Lessee shall pay rent to the Lessor for the hangar site in the amount of \$_____ per year
2. Annual rent payments shall be payable in advance and due on or before July 1st of each year during the term of this lease. Lessee agrees to pay a late charge of ten percent (10%) of the amount due for any amount not received within thirty (30) days of the due date.
3. The Lessor and the Lessee agree that the rent due under this agreement shall be increased by at least the social security cost of living percentage per year.
4. The Lessee will also be assessed a one-time hookup fee of \$1,000.00 or the current Logan City connection fee, whichever is greater, for sewer and water service.
5. Lessee shall be responsible for all utility services, charges and costs of installation and maintenance. Utility services include but are not limited to water, sewer, power, gas, and telecommunications.

C. TERM

1. The initial term of this lease shall be for the period of 10 years from:
_____ to _____

2. The lease may be renewed under the same terms and conditions for an additional ten year term by Lessee giving Lessor advance written notice at least 180 days prior to expiration of the initial term of this lease.
3. The lease may be terminated by either party upon written notice given at least 180 days prior to termination.

D. IMPROVEMENTS

1. Lessee has the right to construct and maintain the hangar and aviation-related improvements on the premises subject to the terms of this lease.
2. Any hangars or improvements, including any modifications, must comply with the provisions of the Uniform Building Code, Uniform Fire Code, and other uniform codes and standards adopted by the City, as well as any applicable federal or state laws relating to airport structures. No hangar or permitted improvement may be erected or modified without a city building permit having first been obtained by the Lessee and permission obtained from the Lessor. Permission shall not be unreasonably withheld.
3. Upon the termination of this lease, Lessee shall have the right to remove the hangar and any improvements erected by the Lessee; provided, however, that the Lessee, upon such removal, shall leave the site clean and free of debris, litter, abandoned equipment and materials. The removal must be completed within sixty (60) days from the date of termination. Lessor shall have the option, upon receipt of notice from the Lessee of the intention of the Lessee to remove the hangar or improvements, to purchase the hangar or improvements at a fair market value. Lessor shall exercise the option by written notice thereof within thirty (30) days of the notice of intention to terminate.

E. RESTRICTIONS

1. The premises' use must be primarily devoted to housing and maintaining aircraft and aviation-related equipment. Peripheral use for storage of other non-hazardous items is allowed. Lessee may not use the premises primarily for non-aviation related purposes.
2. Storage of fuel on premises is not allowed except in regular, built-in aircraft fuel tanks. Fuel dispensing from permanently-installed containers at the fuel farm may be allowed, but only where the tanks and pumps are installed in accordance with fire and building codes, and where the fuel is used only by the Lessee. Selling fuel to other parties is not allowed unless the Lessee meets standards established by the Logan-Cache Airport Authority and pays a dispensing fee to the Logan-Cache Airport Authority.
3. Users may self-fuel their own aircraft in the designated area away from the hangars. Fuel hauled to the airport for this purpose may not be kept inside the hangars. Aircraft are not allowed to be fueled inside the hangars.
4. No signs may be displayed on the exterior of any hangar or improvement, other than the hangar number, without the prior written consent of the Lessor. Such approval shall not be unreasonably withheld.

F. COMPLIANCE WITH APPLICABLE LAWS

Lessee shall at all times comply with all applicable federal, state, county and city laws, rules, ordinances, and regulations for the use of the hangar, airport facilities, and the airport including, but not limited to, those rules and regulations promulgated by the Federal

Aviation Administration, as well as the airport zoning regulations contained in the Master Plan adopted by the city for the Logan-Cache Airport. Any violation of any applicable federal, state, county and city laws, rules, ordinances and regulations shall be deemed a violation of this lease.

G. LESSOR RESERVATIONS

1. Lessor reserves the exclusive right to develop or improve the airport or any portions thereof and take any necessary action or steps to protect the aerial approaches of the airport against obstructions including, but not limited to, height, building and use restrictions as to the premises leased hereunder if Lessor reasonably deems that the buildings and improvements or the use thereof by the Lessee constitutes an obstruction or danger to the safe operation of the airport.
2. Lessor shall reserve the right to enter any hangar at reasonable times for the purpose of inspecting the premises for safety factors and compliance with the Uniform Building Code and other applicable federal, state and county codes and requirements, and to verify the identification and location of taxable aircraft or other taxable items located within the hangar upon ten (10) days notice.

H. DEFAULT

In the event the Lessee fails to pay any rental payments as required by the terms of this lease or in the event that the Lessee fails to comply with any other provision of this agreement, Lessor shall have the right, after thirty (30) days notice to the Lessee of such default or failure to comply and upon the failure of the Lessee to cure the default, to terminate this agreement and to remove the Lessee from the premises. Upon such removal, the Lessor may retain possession of the premises and lease the same to other parties as it may, in its discretion, deem reasonable and necessary. Upon such termination, the Lessee agrees to peaceably vacate the premises and to remove the hangar, improvements, and any equipment located therein within sixty (60) days from the date of said termination. Upon the failure to remove the hangar, improvements, or equipment within that time period, such hangar, improvements, or equipment shall revert to the Lessor or be removed by the Lessor. Lessor retains its option to acquire the hangar and any improvements as provided in Paragraph D.

I. PROHIBITION AGAINST ASSIGNMENT

This lease may not be assigned nor sublet without the prior written consent of the Lessor. Said consent shall not be unreasonably withheld. In the event the hangar is sold, the new owner will be required to execute a new lease agreement.

J. INDEMNIFICATION AND LIABILITY INSURANCE

1. Lessee shall indemnify and hold the Lessor harmless from any and all damages incurred by any person or property of the Lessee and to protect and save harmless the Lessor from any liability or expenses of defense or otherwise by reason of any injury to person or property upon the premises during the term of this lease including reasonable attorney's fees and cost.

2. Lessee shall obtain and maintain a general liability insurance policy, in full force and effect at all times during the term of the lease, with minimum general liability coverage of \$1,000,000.00 combined single limit per occurrence. The policies are to contain, or be endorsed to contain the following provisions:
- a. The Logan-Cache Airport Authority, its officers, officials, employees and volunteers are to be covered as additional insured. The coverage shall contain no special limitations on the scope of protection afforded to the Logan-Cache Airport Authority, its officers, officials, employees and volunteers.
 - b. Lessee's insurance shall be primary insurance as respect to the Logan-Cache Airport Authority, its officers, officials, employees and volunteers. Any insurance maintained by the Logan-Cache Airport Authority, its officers, officials, employees and volunteers shall be in excess of the lessee's insurance and shall not contribute with it.
 - c. Lessee shall provide Lessor a certificate of insurance on an annual basis showing the above coverage.

K. SUBORDINATION

This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the airport if such agreement is required as a condition precedent to the obtaining or expenditure of federal funds for the development and use of the airport.

L. CONSTRUCTION PERFORMANCE

If Lessee is building a hangar, Lessee agrees to obtain a building permit within ninety (90) days from the date Lessee signs this agreement. It is also agreed that building will commence within one hundred twenty (120) days from the Lessee signing this agreement. An extension on the building of the hangar may be made to the Lessor in writing if more than one hundred twenty (120) days is required. The hangar must be completed within one hundred eighty (180) days of commencement. The Lessee is responsible for securing the construction site to assure that it is safe for tenants and visitors, and does not obstruct or interfere with business activities at the airport.

IN WITNESS THEREOF, the parties have executed the agreement in duplicate, each of which shall be deemed an original, on the _____ day of _____, 20____.

LESSOR:

LESSEE:

Logan-Cache Airport Authority

By: _____
Board Chair

By: _____
Signature

LOGAN – CACHE AIRPORT AUTHORITY BOARD
OCTOBER 3, 2024

ATTACHMENT B

Facility	UPIN	Airport ID	Associated City	State Project Number	Title	Requested Year ↑	Requested Amount	Status	Allocated Year	Allocated Amount	M
					Charger						
Logan-cache	BCA0010786	LGU	LOGAN		Reconstruct Taxiway C	2024	\$750,000.00	Pending Verification/Scoring	2025	\$750,000.00	0
Logan-cache	BCA0009106	LGU	LOGAN		Snow Removal Equipment	2025	\$201,920.00	Pending Verification/Scoring	2025	\$192,639.58	0
Logan-cache	BCA0009114	LGU	LOGAN		Taxilane I Construction	2025	\$1,125,456.00	Pending Verification/Scoring	2025	\$1,073,684.22	0
Logan-cache	BCA0011359	LGU	LOGAN	TBD	Paint for Runway and Taxiway project	2025	\$148,230.00	Application Underway	2025	\$148,230.00	0
Logan-cache	BCA0009003	LGU	LOGAN		Pavement Preservation	2026	\$222,222.00	Pending Verification/Scoring	2026	\$232,778.00	0
Logan-cache	BCA0009110	LGU	LOGAN		SRE Building	2027	\$656,516.00	Pending Verification/Scoring	2027	\$655,412.00	0
Logan-cache	BCA0010927	LGU	LOGAN		Taxiway Bravo (Design)	2029	\$315,508.00	Application Underway	2029, 2030	\$5,351,428.00	0
Logan-cache	BCA0010928	LGU	LOGAN		Taxiway Bravo (Construction) - Combined funding in Design CI	2030	\$5,020,412.00	Begin Application			0
Logan-cache	BCA0010966	LGU	LOGAN		Pavement Preservation (RWY)	2030	\$222,222.00	Begin Application			0
Logan-cache	BCA0010929	LGU	LOGAN		Runway Rehabilitation (Design)	2033	\$331,016.00	Begin Application			0
Logan-cache	BCA0010930	LGU	LOGAN		Rehabilitate runway 35/17 (Construction)	2034	\$5,847,954.00	Begin Application			0

Developed in 2023
estimates

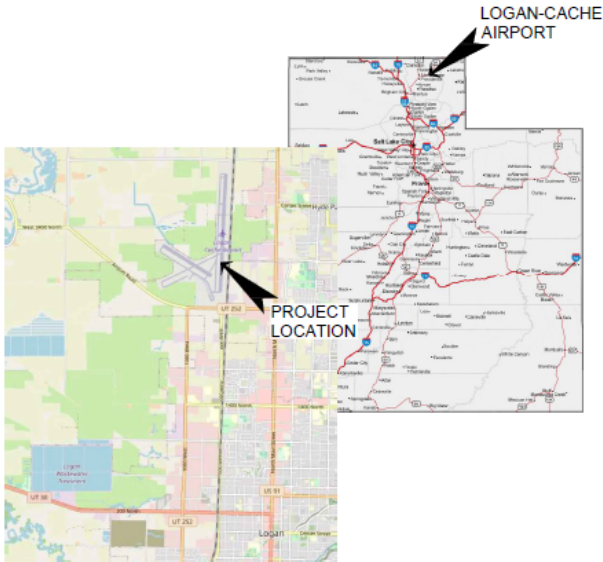
Anticipate 15% contingency
and 5% annual inflation increase in



LOGAN-CACHE AIRPORT

LOGAN, UTAH

UDOT No.
LOCHNER No. 23647
SEPTEMBER 2024



SCHEDULE I
RUNWAY 17/35 REMARKING
AND RUBBER REMOVAL

SCHEDULE II
ADDITIONAL BLACK PAINT
FOR RUNWAY 17/35

INDEX TO SHEETS	
COVER SHEET	1.1
GENERAL NOTES, LEGEND & SURVEY CONTROL	1.2
MARKING PLAN & DETAILS	2.1 - 2.8
CONSTRUCTION SAFETY & PHASING PLAN	ATTACHED

THIS DOCUMENT IS
PRELIMINARY IN
NATURE AND IS NOT
A FINAL, SIGNED AND
SEALED DOCUMENT

Lochner



LOGAN-CACHE AIRPORT
LOGAN, UTAH
AIRFIELD REMARKING
UDOT No.

No.	Revisions	Date

Proj No: 23647
Date: 09/20/24
File Name: 23647101

Drawn: MAC
Checked: ACT
Approved: CTS

COVER
SHEET

Sheet: 1.1

Runway Paint

State-Local Funding

Plan Review next week

Bid in 1-2 weeks



Taxiway Charlie

State-Local Funding

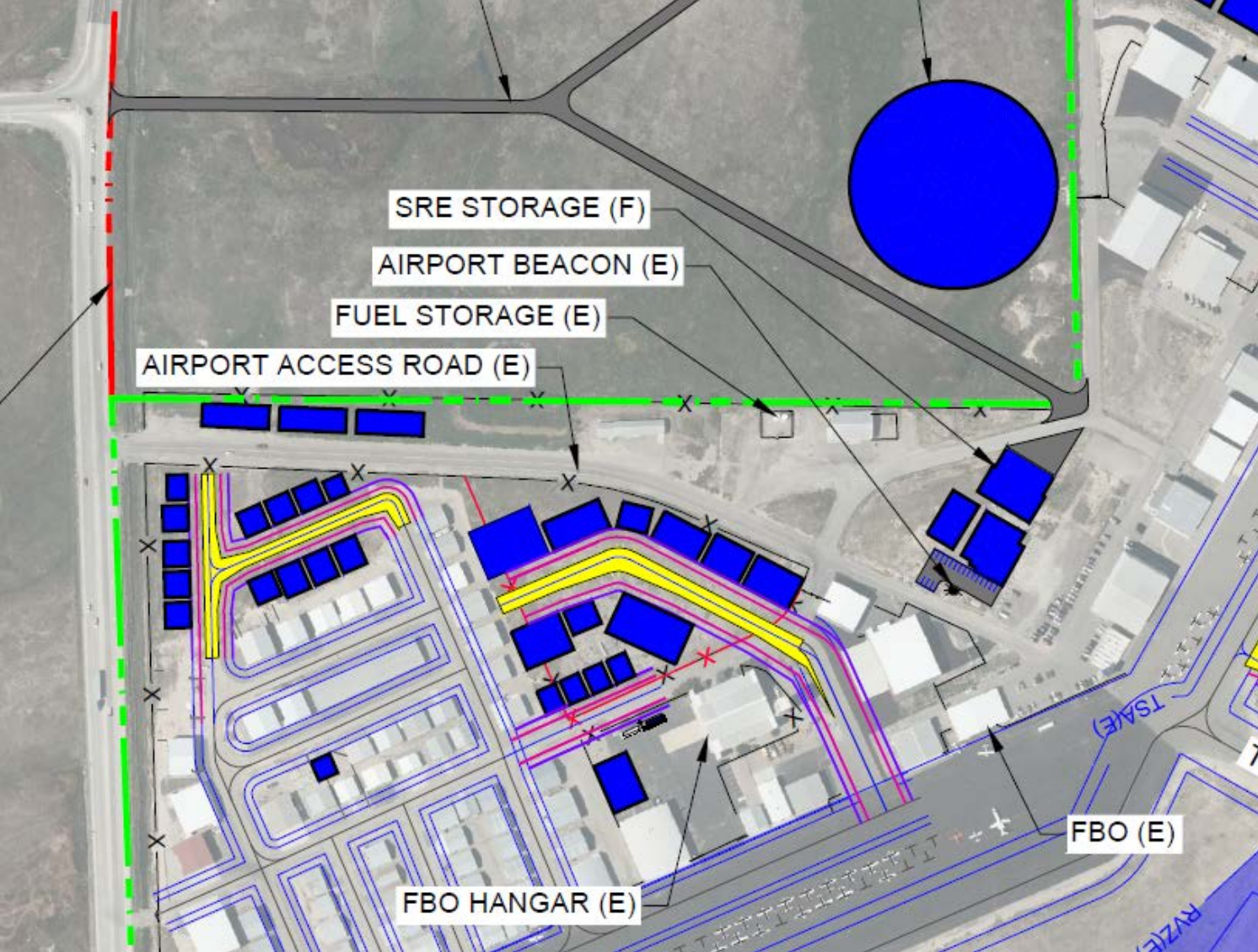
Scope for signature next week

Schedule I: Reconstruct Taxiway C (25'x 2700') (In-place Recycled Base)						
ITEM NO.	Spec.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COSTS	TOTAL COSTS
1	C-105	Mobilization	1	LS	\$ 60,987.85	\$ 60,987.85
2	S-6	Watering	Incidental	Incidental	Incidental	Incidental
3	C-100	Contractor Quality Control Program (CQCP)	1	LS	\$ 20,000.00	\$ 20,000.00
4	C-102	Temporary Slope Drains, Benches, Dikes, Dams, and Sediment Basins	Incidental	Incidental	Incidental	Incidental
5	C-110	Method of Estimating Percentage of Material with Limits (PWL)	Incidental	Incidental	Incidental	Incidental
5	P-101	Pavement Removal	7,500	SY	\$ 15.00	\$ 112,500.00
6	P-152a	Excavation	2,500	CY	\$ 22.00	\$ 55,000.00
7	P152b	Soft Spot (25% of Paved Area)	1,875	SY	\$ 35.00	\$ 65,625.00
8	P-207	In-place Full Depth Recycling (FDR) Asphalt Aggregate Base Course	7,500	SY	\$ 12.00	\$ 90,000.00
9	P-401a	Asphalt Surface Course	1,186	TON	\$ 110.00	\$ 130,460.00
10	P-401b	Bituminous Material	83	TON	\$ 750.00	\$ 62,250.00
11	P-602	Emulsified Asphalt Prime Coat	9	TON	\$ 700.00	\$ 6,300.00
12	P-603	Emulsified Asphalt Tack Coat	9	TON	\$ 700.00	\$ 6,300.00
13	P-610	Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental
14	P-620a	Marking	2,000	SF	\$ 2.00	\$ 4,000.00
15	P-620b	Temporary Marking	2,000	SF	\$ 1.00	\$ 2,000.00
TOTAL \$						615,422.85

Engineering and Inspection Fees	\$ 153,855.71
Project Cost	\$ 769,278.56

769,278.56





Taxilane India*

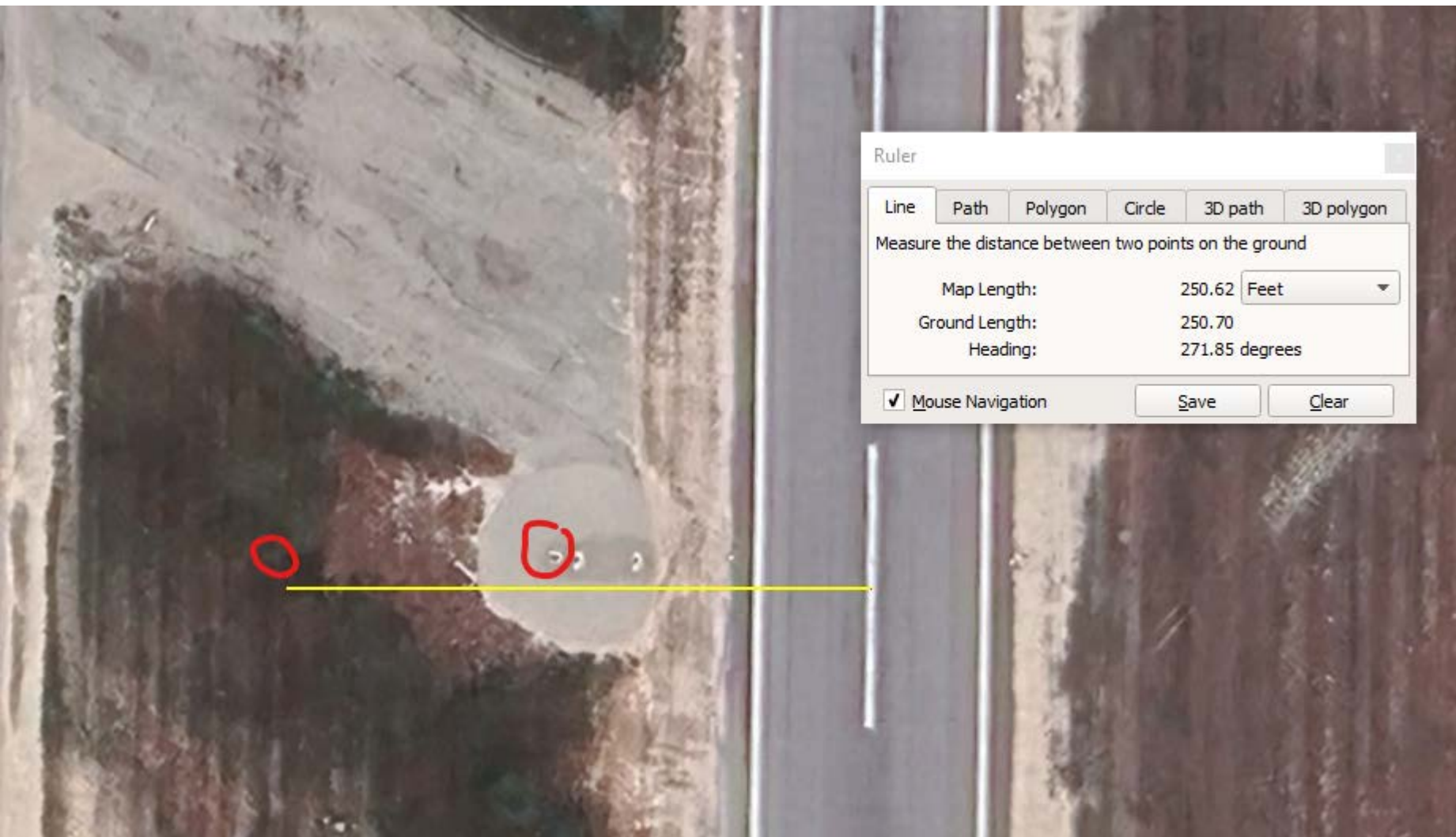
?? Rename India ??

Federal BIL funding

Project was started in 2022 potentially using private funds to front the federal cost, and then requested by the board to stop.

Some work was completed, specifically the geotechnical investigation and report.

A scope of work will be developed for Independent Fee Estimate.



PAPI Control Box

It is a federally eligible project

System was installed over 10 years ago with a federal grant

Now needs to have control box outside of runway safety area (250' from center line)

Snow Removal Equipment

Budgeted for Approx.
\$200,000

Reduced in priority with 5-
yr county snow removal
contract