

LOGAN - CACHE AIRPORT AUTHORITY BOARD MEETING
MINUTES
AUGUST 7, 2012

The Logan-Cache Airport Authority Board convened in a regular session on August 7, 2012 at 7:30 a.m. in the Cache County Council Chambers, County Historic Courthouse, 199 North Main, Logan, Utah.

ATTENDANCE

Members of the Airport Authority Board in Attendance:

John Kerr
Mayor Randy Watts
Gar Walton
Val Potter
Harry Ames
M. Lynn Lemon

Members of the Airport Authority Board Absent:

Dean Quayle

Others in Attendance:

Lee Ivie - Airport Manager
Kymber Housley – Logan City Attorney
Jeff Peterson – Logan City Fire Department
Brady Hansen – Logan City Fire Department
Sean Heiner – Utah State University Aviation
Susan Crosbie – Utah State University Aviation
Bryan Congdon – Harris Air
Kim Hull – Leading Edge Aviation
Kimberly Silvester – J-U-B Engineers
Lew Lott – J-U-B Engineers
Zak Loosle – Utah Jet Center
Fausto Ventura – JM
Sherm Buck - Pilot
Bill Francis – Pilot
Dan Boston – Hangar Owner
Otto B. Puhlmann – Hangar Owner
Janeen Allen

CALL TO ORDER

Chairman John Kerr called the meeting to order at 7:30 a.m.

REVIEW AND APPROVAL OF MINUTES

Kerr asked for a motion to approve the minutes of June 5, 2012.

ACTION: Motion was made by Watts and seconded by Ames to approve the minutes of June 5, 2012. The vote in favor was unanimous, 5-0 with 2 absent

ITEMS FOR DISCUSSION

7:32 a.m. - Val Potter arrived

Manager's Report – Lee Ivie (Attachment A)

Ivie presented his report which is attached.

4. FAA project Wildlife Hazard Assessment and Mitigation Plan

Ivie explained that the low bid on this project was made by Airport Wildlife Consultants at \$50,000 but they didn't meet the criteria in the Request for Proposal and they didn't attend the mandatory meeting.

139 Safety Inspection:

Ivie noted that one of the major issues from the inspection in June involved training records. He said that the training took place, but the airport didn't show accurate records of that training. He worked with the Fire Department and the FBOs to obtain all the records and update them to reflect the training that had taken place. He added that he received an email from Schoder stating that the airport is now compliant in that area. He is also working on all items that have a deadline of August 31st to be completed including minor ruts and fill dirt around the base of movement area signs.

Another major area of concern is the alignment of the runway lights. They are set at different distances from the edge of the asphalt between the old section and new extension of the runway. In addition some taxiway lighting needs to be added around the cross taxiways. Ivie said these items will be taken care of through the normal AIP projects process slated for 2014.

Ivie expressed concern that he would not be able to rectify the problem of the windsocks not illuminating the segmented circle because there is no standard tower or pole with lights on it where the windsocks are located. There is no power source where they are located and so they run on solar power. Also, the elevation on the poles should be about 15 feet, but the windsocks at the airport are only about 9 feet high. Watts asked where the nearest power source is located. Ivie replied that it is

approximately 300 feet away. Ivie continued that even if there was power, he doesn't know of any system that can illuminate the entire segmented circle. Other airports have light to illuminate the windsocks, but he doesn't know of any airport that has sufficient light to illuminate the segmented circle. Lemon asked why we are required to do it if it isn't required at other airports, and very possibly can't be done. Ivie said he is in the process of trying to determine what exactly we have to do to try to meet this requirement.

Ivie concluded that the airport will need to address the lengthening of two culverts under taxiways B & B4. He said the biggest problem will be under taxiway B which will require a 15-foot span, and Armstrong is working on a design that will allow the expansion that will support aircraft.

Ivie asked if there were any questions regarding the 139 safety inspections. He said that most requirements can be met on monthly time frames, and we have until 2014 to address the lighting issues.

Ames asked if the airport is compliant with TSA standards as far as Homeland Security is concerned. Ivie said he submitted paperwork about three months ago that covered security and fencing etc.

Hyde Park Overlay Report – Val Potter, Lynn Lemon

Lemon and Potter said they met with the mayor of Hyde Park. Lemon said that from the county and the airport authority standpoint, he thinks that we have met the conditions of the three agreements: Hyde Park & Logan City; Hyde Park & Cache County; and Hyde Park & the Airport. Hyde Park wants an easement to install utility lines on the south side of 4200 North in case they decide to develop on the west side of the airport. Lemon spoke with Zan Murray from J-U-B about drawing up an easement for the county and the airport to sign giving Hyde Park the right to install utility lines on the south side of 4200 North.

Hyde Park also wants the county to guarantee they will be a part of the decision process should the airport or county ever move 4200 North. Lemon concluded that as soon as the easement is drawn up, he will bring it before the airport authority board and then to the county council for approval.

Petition from Airport Users Concerning Changes to Airport Ground Lease – Lynn Lemon (Attachment B)

Lemon said he received a petition August 1st signed by 39 hangar owners or representatives asking the airport authority board to allow them to give their input before the board approves a new lease agreement.

Discussion and Consent of Proposed Property Lease at Logan-Cache Airport – Harry Ames (Attachment C)

Ames said in his discussions with hangar owners he determined liability insurance to be the main concern of the new lease. He referred to the handout which addresses insurance and other concerns and read through it.

Kerr said that the board could choose to draft the lease as it appears on the website, scrap the whole thing and start over, or continue with the lease that is currently being used. He noted that any changes to the lease currently being used will take approximately ten years to be in full effect.

Lemon wondered if implementing two different leases would be considered discriminatory. Ivie addressed it by saying that he had contacted the Denver ADO and was told they don't get involved with leases because they are binding contracts. They do, however, make the recommendation that when the airport enacts new leases, it takes into consideration the grant assurances of the original lease.

Kerr asked if there were any more questions. Sherm Buck wondered why the changes and modifications discussed by Ames couldn't just be incorporated into the current lease. Kerr said that is what the original intent was, but that it had since grown too large and complicated.

Bill Francis suggested that the airport authority board consider holding its meetings at a different time because it is difficult for many people to attend at the current time.

Housley asked to address some of the issues that had been brought up. He said that state code does require liability insurance. He referred to Utah Code 72-10-117(5). He did note, however, that the section deals primarily with remote counties without airports or locations for landing that can issue permits for landing on county roads, and prior to receiving a permit, the applicant must provide proof of insurance. Housley emphasized that insurance is really just risk transfer. If the users aren't willing to pay for the potential risk, then the taxpayers will end up paying for it.

Lemon said he agrees with Ames in that this airport is stepping beyond its purpose if it requires insurance, especially if the FAA and the State Division of Aeronautics doesn't require it. Housley said the board needs to do what it thinks is best for everybody, but to suggest insurance isn't prudent because the FAA doesn't require it isn't accurate. He continued that we could argue how much insurance and at what price, but most airports do have some insurance requirement.

Discussion continued with Housley, Bill Francis and others about whether liability insurance should be required at this airport. Kerr then said he would entertain a motion to continue with the existing lease.

ACTION: Motion was made by Lemon and seconded by Walton to continue with the current lease that is approximately five-years-old and is referred to as the 2% lease. The vote in favor was 5-1, Ames voting Nay, with 1 absent.

Update on Proposed Utility Service (water and sewer lines) to Commercial Hangar Development Area Southwest of Runway 28/10 – John Kerr

Kerr said Logan City and the County are continuing in a combined effort to get underground improvements to the commercial hangar area. He anticipates construction to begin on the water line before the end of August. Requests for bids for materials have gone out and city departments are prepared to complete the installation.

Kerr added that there are two approved lease sites in this area and an application has been picked up for a third hangar, as well. This indicates continuing interest in the area that supports the airport providing improvements to the area.

Committee Reports

Audit & Finance – Lynn Lemon

The committee will be meeting this month to begin the budget process for the year 2013.

Operations Committee – Dean Quayle

No report.

Capital Improvements – Harry Ames

No report.

Economic Development / Public Relations – Gar Walton

No report.

Commercial and Charter Air Service – John Kerr

Kerr noted that there has been a general shift in purpose regarding commercial and charter air service with many board members expressing a desire to no longer solicit commercial air service for the airport. If the Chamber of Commerce wishes to continue to pursue commercial air service, the board will not object. However, the airport authority as a body will no longer pursue this service.

Watts asked if all the efforts to lobby for commercial service will be dropped. Lemon said that the board has made a valiant effort, not to mention expended a lot of money over the last ten years, to pursue commercial service that he doesn't think will materialize. Kerr added that the board is certainly not opposed to the efforts of other entities to solicit commercial service. However, the airport authority will no longer actively pursue the service.

Watts expressed concern over just dropping all pursuit of commercial service. He thought there should be something left open for future opportunities at this airport. It was determined after some further discussion that the board could offer support to other organizations, but no longer pursue it as an entity.

Open Items**Next Meeting**

The next meeting of the Airport Authority Board will be September 4, 2012 commencing at 7:30 a.m.

Adjournment

The meeting was adjourned at 8:44 a.m.

LOGAN – CACHE AIRPORT AUTHORITY BOARD
AUGUST 7, 2012

ATTACHMENT A



July 2012 Manager's Report

- **AIP Projects:** We currently have grants for two state projects, and are in the process of getting grants for two federally funded projects. On the state funded projects efforts are being made to acquire additional funding to cover the costs of several items that need to be added to those projects. The bid process has been completed on all four projects, and this information has been submitted to both the FAA and the State of Utah (as the bids pertain to individual grants), for a review and approval of the agency involved. A breakdown of the projects, funding available, and the proposed bid of acceptance are listed below.
1. State project 129268 Sign Panel Replacement and High-Intensity Markings
The grant amount is \$40,000.00, but the scope of work for this project exceeds that amount considerably when you factor in the cost of sign panels at \$18,434.00, the low bid of fog sealing and stripping runway 17/35 at \$171,244.20, and engineering fees affiliated with this project. The low bidder on this project was Maxwell Asphalt.
 2. State project 129269 South Apron Rehab & Pavement Preservation
The grant amount is \$450,000.00 and the low bidder on this project was Staker Parson at \$356,563.00. The estimated cost of this project was \$500,000.00, so with engineering fees at approximately 13%, and the 10% amount to be provided by the sponsor this project is under budget. A rough estimate of the State's portion needed to cover this project is \$379,407.00, and when that is deducted from the amount provided in the grant, there is about \$70,600.00 that can be applied to the other state project. When you combine the state funds available for both of these projects, add the bid rates, panel costs, and engineering expenses, deduct the sponsor's match of the combined project amounts, nearly \$77,000.00 will have to be added to cover the costs as outlined in the scope of work. Presently we are working with the State department of Aeronautics to find a solution.
 3. FAA project that provides funding to purchase an ARFF Vehicle
The grant application is being processed and at this point I have not yet received the actual grant. Funding for this vehicle and equipment as outlined in the grant application is \$600,000.00 provided by the FAA, a \$29,888.00 State match, and \$29,888.00 amount of local funds. That makes a total amount allocated for this project \$659,776.00. This project was bid in two parts. First being schedule 1 for the fire truck, and second was schedule 2 for auxiliary equipment. The low bid on the truck was Osh Kosh at \$581,868.00, and the low bidder on equipment was L.N. Curtis & Sons at \$67,556.65. Both amounts total \$649,424.65, but a \$25,000.00 set fee for Engineer design and administration services was not accounted for in the funding needed for this project. I contacted Kristin Brownson at the Denver ADO to discuss this problem with her, and was able to add an additional \$17,000.00 to the grant amount to cover engineering and advertising costs. As soon as I have an actual grant from the FAA a work order can be placed for both the truck and equipment.

4. FAA project Wildlife Hazard Assessment and Mitigation Plan

Funding for this project was determined to be \$125,000.00 and like the previous project it was bid as schedule 1 for the assessment and schedule 2 for the mitigation plan. Four companies submitted statements of qualification, but only three submitted actual proposals with costs associated with their scope of work. Out of these three proposals we selected Creamer Noble Engineers who had the second lowest bid but met the requirements as stated in the request for proposals (RFP). Two reasons for not going with the low bidder were 1) they did not attend a mandatory pre bid conference, and 2) they did not include grant administrative costs in their scope of work. The bid that Creamer Noble submitted was \$64,600.00 for the assessment and \$18,400.00 to do the management plan. The FAA is currently reviewing their proposal and a letter I sent noting the reason for our selection. The grant application has been sent to the Denver District Office and we anticipate this project to start in September.

- **139 Safety Inspection:** The annual 139 safety inspection was conducted on June 12th and June 13th. Items of noncompliance and suggested items are listed below: (black indicates remaining item of noncompliance, blue indicates items that have already been corrected, and red indicates suggested item of correction)
 1. Training Records
 2. Rocks, minor ruts, and four electrical box covers in runway safety areas
 3. Two culverts under taxiways B & B4 need to be lengthened and fill added around the ends of the culverts.
 4. The airport facility directory needed to specify runway 28/10 as a daylight use runway, and the verbiage indicating a displaced threshold on runway 28 needed to be deleted.
 5. Runway light realignment on runway 35/17, and additional taxiway lights by taxiways B5, B4, B3, B2 and A1
 6. Sign panel dividers in six signs needed to be rotated.
 7. Annual review of the Emergency Procedure Plan
 8. PAPI for runway 35 needs to be lowered for less of an incline around the base.
 9. Fill dirt needs to be added around the base of several movement area signs to ensure a smooth transition from the base to the grade of the ground surface.
 10. The windsock in the segmented circle needs to be elevated or replaced with a standard riser, and all windsocks need to have an obstruction light at the top of the poles.
 11. Taxiway hold sign A1-35 goes out for approximately 5 seconds when changing light intensity.
 12. Paint runway 28/10
 13. Install runway distance reference signs for Runway 35/17
 14. Upgrade snow removal fleet(high capacity blower and a sweeper)
- **Airport Grounds, Buildings, and Fences.**
 1. All delaminated, damaged, and/or noncompliant sign panels in the movement area signs have been replaced with new panels.
 2. Golf tees have been glued to the top of all runway and taxiway lights to keep the birds from perching on these fixtures.
 3. Mowing operations at the airport will continue thru mid-August.

4. All Fencing projects previously discussed have been completed with the exception of the section of fence that will need to be replaced adjacent to 2500 north where the road construction is in process.
5. Ground sterilization agent around the lights and signs in the airport movement areas and around the hangars didn't have enough moisture to activate the chemical, so weeds were sprayed a second time at no expense to the airport.

- **Annual Billing and Lease Renewals:** Billing information for property leases at the airport were submitted to the County Audit Department and a letter of lease renewal (where applicable) was mailed to those tenants whose lease had expired. All renewed leases or new leases reflect the current market rate at the airport.
- **Airport Vehicles and Equipment:** There were no major expenses related to airport vehicles or equipment. The Case tractor leased from Valley Implement had a factory warranty issue with the right front wheel bearing & spindle assemble, and the tractor was out of operation for a few days while parts were on order, and repair could be made.
- **Upcoming Events:** Every second Saturday of the month Leading Edge Aviation hosts a community breakfast/fly in. The next date for this event is August 11, 2012. Leading Edge also held a BBQ on July 30th in conjunction with a *learn to fly* promotion.

ATTACHMENT B

To: Lynn Lemon *MLH 8/1/12*

From: Bill Francis, LGU Pilot Association

Date: 8/1/12

Re: Hanger Lease Petition

RECEIVED

AUG 01 2012

EXECUTIVE

Attached please find petitions carrying signatures of 39 hanger owners/representatives of hanger owners from Logan-Cache Airport. This petition requests that the proposed hanger lease be tabled until such time it can be considered in an open forum.

In talking with a majority of hanger owners, some reoccurring themes were noted.

- ✓ 1. Airport Authority board meetings are always held at the same time. Many hanger owners and other interested airport users cannot attend meetings at this time.
- ✓ 2. The make-up of the Airport Authority Board does not reflect the current use of the airport nor does it comply with the Interlocal Agreement. Our airport is a great general aviation airport, but the board tends toward the commercial/airline interests.
- ✓ 3. Airport activities must comply with FAA regulations. Added regulations from local municipalities place a heavy burden on airport users.
- ✓ 4. Hangers at Logan-Cache airport are privately owned. Only the land they sit on is leased. The proposed 'hanger' lease takes away many rights of private ownership.

Memorandum

To: Logan-Cache Airport Hanger Owners and Users
From: LGU Pilot Association
Date: 6/27/2012
Re: Proposed hanger lease changes

By now, you hopefully are aware of the modified lease proposed recently by the Airport Authority. Below are some identified issues with this lease:

1. The lease was patterned after one originally developed for Salt Lake International Airport tenants, who do not actually own their own hangers, but lease them from the airport authority. So while it may be legally sound, it does not specifically apply to our needs here at LGU since our airport authority does not own any of our hangers; this new lease puts an unnecessary overburden of requirements on private property owners.
2. This lease would have been approved at an Airport Authority board meeting with no direct notification of the airport tenants if some airport users had not attended the board meeting. No mailings were ever done.
3. Lease requires that a \$2 Million Liability Insurance policy be carried by hanger owners. The premium for such insurance would be greater than \$1000.00 per year, assuming such insurance could be obtained at all. The lease states that the policy shall name Lessor, Logan City, Cache County and their officers, employees and volunteers – why? The Airport already carries a sizeable insurance policy to protect the interests of Logan City and Cache County, and no lawsuits have been brought against these entities related to the airport in its 70 year existence. Individuals currently have the option of carrying insurance to protect themselves against possible losses. They are not, however, forced to do so.
4. There is no guidance in the lease as to how transient aircraft fit into the proposed insurance mandate.
5. This lease goes far beyond the guidelines set up by the FAA for a private hanger lease. (See 09/30/2009 5190:08 FAA Website)
6. The FAA requires that all tenants at an airport that receives federal funding be treated equally and fairly. Provisions of the lease will be almost impossible to enforce, let alone enforce equitably.
7. The lease requires that an 'approved aircraft' be housed in each hanger. Who will make this approval? Statements like this are very over-controlling.
8. The lease allows 'Lessor and Lessor's Associates the right to enter the interior of any building on the Premises at any time and without prior notice for any purpose relating to an emergency, security, or safety concern, or to investigate or remediate potential threats or hazards'. This statement is so broad as to be easily abused.
9. The lease describes in great detail what can and cannot be done in a hanger. It specifically mentions things like maintenance activities, parking of vehicles, even decoration of walls. Hangers are private property, so this level of intrusion is excessive and unnecessary.

June 27, 2012

Consideration must also be given to the economic impact to the Logan-Cache Airport if such a lease is instituted.

1. Hanger values will fall because of the restrictive nature of the lease.
2. Logan City and Cache County will collect less property tax.
3. Aircraft owners will base at other airports to avoid dealing with this over-regulation. (It is already happening)
4. There will be less new hanger construction. This is also already happening. Currently, several new hangers are "on hold" while their owners evaluate this new lease and its implications.
5. Companies which might have moved to Cache Valley will instead relocate to areas with airports which are more user-friendly. Loss of jobs and tax base will have a substantial impact on Logan City and Cache County.
6. Fuel flowage fees will decrease in proportion to less flight activity.

For a General Aviation airport, federal funding is based on the number of aircraft operations – take-offs and landings – as well as the number of aircraft based at an airport. These operations can be made by any type of aircraft: ultralight, helicopter, glider, jet, light aircraft, etc. All types of aircraft are important to and should be welcome at LGU – in contrast to the expressed feelings of Kymber Housley, Logan City attorney, who would limit airport use to those who don't mind paying increased lease fees.

Many airport users feel that the Airport Authority board has lost its focus on what the Logan-Cache Airport really is, a very vibrant General Aviation Airport that supports the Cache Valley business community and our flying public. Changes such as a new lease should aid the airport in this mission, not become a roadblock.

The proposed lease will be considered again at the next Airport Authority board meeting - Tuesday, July 3, 2012, 7:30 AM at the Airport. It can be reviewed at http://logan-cacheairport.org/wp-content/uploads/2011/05/FORM_AIRPORT_GROUND_LEASE_AGREEMENT-FINAL-June-2012.pdf

Please contact the Airport Authority board members and/or LGU User's Group leaders listed below with any concerns you may have. The LGU User's Group would also appreciate email addresses of all airport users so that information can be more efficiently disseminated.

LGU User's Association

Info@LGUAssociation.com

Airport Authority Board Members

County Executive Lynn Lemon

Lynn.lemon@cachecounty.org

Logan Mayor Randy Watts

randy.watts@loganutah.org

Harry Ames

Hames57@gmail.com

Val Potter

val.potter@comcast.net

Petition

To: Logan-Cache Airport Authority
From: Logan-Cache Airport Hanger Owners
Date: 7/21/2012
Re: Proposed Airport Lease

We, the undersigned owners of private hangers at the Logan-Cache Airport, do hereby request that the proposed lease agreement of May, 2012 be tabled until it can be considered in a forum open to all interested hanger owners at a published time and place. This action is requested for the following reasons:

1. Hanger owners were not specifically notified of the intent of this action.
2. This proposed lease is over-restrictive. Hangers are private property located on leased land. The hanger lease would restrict personal freedom beyond published FAA guidelines without a compelling reason.
3. The lease tries to address commercial endeavors that should be covered under Airport Commercial Minimum Standards instead.

We ask that the Airport Authority work with the hanger owners to gain input from all interested parties and use that input to formulate a lease agreement that will best serve the Logan-Cache Airport, local governing agencies, airport users, and the entire Cache County community.

Print name

Signature

Jeffrey M. Hoffman

Steve Miller

David Jensen

J.T. MALOUF

Bill HELBER

DONALD T. LAMONT

Brett Robinson

CLAIR ROBINSON

DALE GARDNER

Kevin Cantley

Sherm Buck

Jim [unclear] (owner)

[unclear]

[unclear]

[unclear]

Bill Helber

[unclear]

Brett Robinson

Clair Robinson

Dale Gardner

[unclear]

Sherm Buck

LIN Mfg Rep.

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OTTO B. PUTTMANN

Gordon S. Wood

Todd W. Johnson

PAUL R. HOLMAN

Joel Larson

Gary Bradshaw

Morris Pitcher

Lee S. Broadbent

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A 28 Brad Wursten
James Ekstrom
C3 Jeff
Dante Calk
Tim Clark
Paul Holden
G Wayne Reese

Brad
Jeff
Dante
Tim Clark
Paul Holden
G Wayne Reese

Letter
Bob F O Z. Com.

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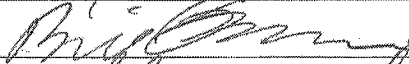
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Print name

Signature

KENNETH C. SMITH
Bill Francis
Stan Meyrick


Petition

To: Logan-Cache Airport Authority
From: Logan-Cache Airport Hanger Owners
Date: 7/31/2012
Re: Proposed Airport Lease

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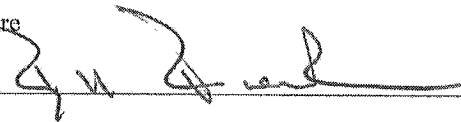
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Print name

Signature

ALBERT ROBERTS



Jeff Williams

Bob Stokes

> phone

Tedi Peck

Tim Taylor

Lan Turner

Janet Borg

> See attached emails -

Re: Petition to have hanger lease re-examined

From: **janet** (borg.jan@gmail.com)
Sent: Sat 7/21/12 12:46 PM
To: Joan Francis (pig_plane@hotmail.com)
Cc: lhturner@geckosoftware.com; Sherm Buck (sherm@rockymountaintool.com); jmeyrick@msn.com; lgoodsell22@hotmail.com

All,

Please add my name to the petition to ask the Airport Authority Board to table the proposed airport lease until it can be re-examined in an open forum by all interested parties. If an electronic signature is required, I can provide that.

Please feel free to include my comments below:

I have many problems with the proposed lease agreement, not the least of which is the LACK of OPEN DISCUSSION with interested parties.

I have reviewed the proposed Airport Ground Lease Agreement and the memo written by Dale Gardner. I agree with the issues Dale has addressed and have identified a few other red flags:

1. Do I understand that the ground lease is slated to increase at 2% per year? (2A) Why is this necessary and who determined this amount? What benefit does the Tenant receive for the annual increases?
2. Do I interpret the proposed lease that tenants will now be required to provide construction indemnity, insurance and a bond, even if we are simply replacing a door or fixing a leaky roof? (Exhibit C, C.4) This is clearly prohibitive to the tenant and will discourage simple repairs to the building.
3. I do not support the Lessor's Authority to have unlimited access to the hangar by merely providing what would be considered vague "reasonable notice" to the Tenant. Except for emergencies, the lessor ought to give the tenant at least 48 hours notice (at a minimum) and state the precise cause for which they must enter the premises. (6.A)
4. Insurance: A \$2M commercial General Liability policy is prohibitive for those who sublease their hangar, as I do.

This Lease is unnecessarily weighty and lengthy. It also gives too many benefits, rights and privileges to the Airport Authority, and burdens the hangar owners and sub-lessees with too many unspecified expenses and responsibilities.

On Sat, Jul 21, 2012 at 9:11 AM, Joan Francis <pig_plane@hotmail.com> wrote:

Good morning

Attached, please find a petition asking the Airport Authority Board to table the proposed airport lease until it can be re-examined in an open forum by all interested parties. Please respond to this email with your support or non-support of this action.

Thanks
Bill Francis

--
Janet Borg, GPC
Grant Professional, Certified
435-757-2642

Owner, Biz Workx
Fundraising, Strategic Planning and Consulting
for Non Profit Organizations and Businesses
<http://www.biz-workx.com>

Owner, Milbury & Hodge
Traditional Ginger Preserves
www.milburyhodge.com

Re: Petition to have hanger lease re-examined

From: **Tedi** (tedi.peck@yahoo.com)
Sent: Wed 7/25/12 5:50 PM
To: Joan Francis (pig_plane@hotmail.com)

I support the tabling of this action until it can be examined closer. I own hanger E11. Thank you. Edna Peck. Tedi

Sent from my iPhone

On Jul 25, 2012, at 10:51 AM, Joan Francis <pig_plane@hotmail.com> wrote:

From: pig_plane@hotmail.com
To: lhturner@geckosoftware.com; sherm@rockymountaintool.com; borg.jan@gmail.com; jmeyrick@msn.com; lgoodsell22@hotmail.com; pig_plane@hotmail.com
Subject: Petition to have hanger lease re-examined
Date: Sat, 21 Jul 2012 10:11:57 -0500

Good morning

Attached, please find a petition asking the Airport Authority Board to table the proposed airport lease until it can be re-examined in an open forum by all interested parties. Please respond to this email with your support or non-support of this action.

Thanks
Bill Francis

<Petition.docx>

Hanger petition

From: **Timothy Taylor** (tim.taylor@usu.edu)

Sent: Tue 7/24/12 9:59 PM

To: pig_plane@hotmail.com (pig_plane@hotmail.com)

Please put me as in favor.

Timothy Taylor, PhD
1698 East 1220 North
Logan, UT

Airport and hanger user

Re: Petition to have hanger lease re-examined

From: **Lan H Turner** (lhturner@geckosoftware.com)

Sent: Mon 7/23/12 1:57 PM

To: Bill Francis (pig_plane@hotmail.com)

Sign me in.

LT

----- Original Message -----

From: Joan Francis <pig_plane@hotmail.com>

To: lhturner@geckosoftware.com <lhturner@geckosoftware.com>

Sent: Saturday, July 21, 2012 15:11:57

Subject: Petition to have hanger lease re-examined

Good morning

Attached, please find a petition asking the Airport Authority Board to table the proposed airport lease until it can be re-examined in an open forum by all interested parties. Please respond to this email with your support or non-support of this action.

Thanks

Bill Francis

SALT LAKE CITY INTERNATIONAL AIRPORT HANGAR LEASE AGREEMENT

THIS AGREEMENT (hereinafter "Lease"), made and entered into this _____, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the state of Utah, hereinafter "Lessor," and _____, hereinafter "Lessee," whose address is _____, UT _____.

The parties hereto agree as follows:

1. Agreement of Lease. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain aircraft hangar (the "Hangar" or the "Leased Premises") identified as ROW _____ HANGAR _____ at the Salt Lake City International Airport, hereinafter "Airport," located as shown on the attached drawing. The make, model, and aircraft identification number of the aircraft to be housed under this Lease (the "Aircraft") is identified as follows:

Make: _____
Model: _____
Identification No.: _____

2. Term. This Lease shall commence on _____, _____ and will continue on a month-to-month basis until terminated as provided herein (the "Term").

3. Rent.

A. Lessee covenants and agrees to pay Lessor as rent for the Leased Premises during the Term the sum of _____ DOLLARS (\$_____) per month, in advance. If this Lease begins on a day other than the first calendar day of a month, the first payment will be prorated to the first day of the next month. The first months or partial months prorated rent and the last months rent shall be paid prior to commencement of this Lease, and the monthly rent shall be paid on the first day of each and every month following the date of commencement.

B. The monthly rental rate shall be adjusted upward or downward each year, effective July 1, according to the change in the Consumer Price Index for all items, provided, however, that no increase or decrease may exceed five percent (5%) of the previous year's rate.

4. Use. Lessee agrees to use the Leased Premises strictly in accordance with the following provisions:

A. Lessee shall use the Leased Premises only to house the Aircraft listed above, which is owned or leased by Lessee, plus necessary related items for the Aircraft. No other items are to be stored on the Leased Premises or outside the hangar.

- B. Lessee shall store no explosives, solvents, or flammables with a flash point below 100 degrees Fahrenheit (100° F) in the Leased Premises. Lubricating oil stored in the Leased Premises must be in closed containers. Lessee shall comply with the environmental provisions, which appear elsewhere in this Lease.
 - C. Lessee shall assure that the Hangar doors are kept closed when the Hangar is unattended.
 - D. Lessee shall not use the Leased Premises for spray painting or doping. Lessee or the Owner of the Aircraft may make or cause to be made on the Leased Premises necessary repairs, maintenance (routine or otherwise), and/or inspections to the aircraft listed in paragraph 1 as required by the Federal Aviation Regulations (FARs) to allow the aircraft to be maintained in an airworthy condition. Professional mechanics hired by Lessee or aircraft owner to repair, maintain, or inspect said aircraft must be properly licensed according to the FARs and meet the requirements established in Title 16, Salt Lake City Code, relating to airframe and/or power plant repair.
 - E. Lessee of an enclosed hangar shall furnish a portable fire extinguisher which meets the applicable fire code mounted and kept in the Hangar at all times, provide for the yearly inspection thereof by a certified fire extinguisher inspector, and report the use of any fire extinguisher equipment on the premises to the General Aviation Manager.
 - F. Lessee shall keep the Leased Premises clean and free of debris and shall store garbage in a covered metal or plastic container. Lessee shall report promptly to Lessor any defects in the Leased Premises, which require repair or maintenance. After termination of the Lease, Lessee shall remove all of Lessee's property from the Leased Premises, and if Lessee fails to do so, Lessor may remove such property from the Leased Premises at Lessee's cost.
 - G. Lessee shall not use any hoisting device, which in any way attaches to the Hangar structure. This does not preclude the use of a horizontal winch or similar device used to move the aircraft into the Hangar.
 - H. Lessee shall not perform any modification of the metal wall panels, steel structures, electrical facilities or outlets, or supports of the Hangar without the prior written permission of the Airport Property Manager. Lessee will not be held liable for modifications made by others before the commencement of this Lease.
 - I. Lessee shall not utilize the Leased Premises for any commercial activity.
5. Assignment. Lessee shall not assign, transfer, or encumber this Lease nor sublease any part of the premises. In the event Lessee is a corporation, limited liability company, limited partnership, or other such entity, a change in the majority ownership of such entity shall constitute an assignment or transfer of this Lease for purposes of this paragraph 5. Lessee shall not record this Lease or any document or interest in connection herewith.
6. Access of Lessor. Lessor reserves the right to enter the Leased Premises to conduct inspections, to effect repairs to the Hangar structure, and to determine compliance with

the Lease. Lessor may use its master key to the lock to gain entrance at any time and without notice. Lessor shall provide the only lock to be used on the Hangar with two (2) keys available to Lessee. Any other lock found on the Hangar at any time shall be cut off and replaced with a Lessor lock, for which Lessee may obtain two (2) keys, at Lessee's expense, at the Airport Finance and Administration Office during normal business hours. In no event shall Lessor be deemed guilty of trespass upon the Leased Premises or to have violated any of Lessee's rights hereunder by reason of Lessor's entrance into the Leased Premises. Lessee hereby waives any claim against Lessor by reason of any entrance upon the Leased Premises by Lessor.

7. Access by Lessee. In order to assure the safety of persons authorized to enter into the secured General Aviation area of the Airport and to further protect the security of the area, Lessee may only access the Leased Premises and the secured area leading to the Leased Premises if Lessee has obtained a valid hangar badge from the Airport Operations Division or if Lessee is escorted by an authorized representative of Lessor. Lessee understands and agrees that a hangar badge may only be used by the person to whom it is issued and that the issuance of a hangar badge constitutes Lessor's consent to Lessee's access to the secured General Aviation hangar area for the purposes permitted by this Lease. Lessee understands and agrees that such consent is not governed by this Lease or any interest hereunder and that such consent may be revoked at any time by Lessor without notice at Lessor's sole discretion for any reason whatsoever. If Lessee does not have a valid hangar badge or if a hangar badge is issued and is subsequently revoked, Lessee may access the Leased Premises only if escorted by an authorized representative of Lessor. Such access shall be at the convenience of the Lessor. Lessee shall travel to and from the Leased Premises by the most direct route while on Airport property.
8. Damage to property. Lessee shall be responsible for any and all damage to property belonging to Lessor and/or the Lessor's other lessees to the extent caused by an act or omission of Lessee or his or her agents or invitees. Lessee shall be responsible for repairing any damaged property and shall pay the costs thereof. Lessor assumes no responsibility for any damages or losses that may occur to Lessee's property, except to the extent that such damage is directly and proximately caused by the negligent, willful, or intentional conduct of Lessor.
9. Nondiscrimination.
 - A. Lessee for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, or national origin, age, sex, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination, in the use of the Leased Premises; and that Lessee shall comply with all other requirements imposed by or pursuant to Title 29, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and such provisions of said regulations as may in the future be amended.
 - B. In the event of any such breach of any of the non-discrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of

Transportation, Lessor shall have the right to terminate this Lease.

10. Insurance. During the Term, Lessee shall procure and continue in effect at Lessee's sole cost, general liability insurance covering Lessee's activities in and about the Leased Premises and on the Lessor's property in the amount of at least \$100,000 or such additional amount as Lessor shall reasonably require, and shall, upon request by Lessor from time to time, provide Lessor with satisfactory evidence of such insurance. Lessee shall procure and continue in effect such other types of insurance coverage as Lessor may reasonably request and provide Lessor with satisfactory evidence of the same.

11. Default.

- A. Default by Lessee. The occurrence of any of the following events shall constitute a default by Lessee under this Lease: (a) Lessee fails to timely pay any installment of rent when due or any other amount due under this Lease; (b) Lessee violates or fails to perform any other obligation to be performed by Lessee under this Lease and fails to cure the same within twenty (20) days following written notice of such violations from Lessor; (c) Lessee assigns, transfers, or encumbers this Lease or subleases any part of the Leased Premises; (d) Lessee files a petition in bankruptcy, becomes insolvent, has a petition filed against Lessee in bankruptcy, insolvency or for reorganization or appointment of a receiver or trustee, which is not dismissed within sixty (60) days; or (e) Lessee petitions for or enters into an arrangement for the benefit of creditors or suffers this Lease to become subject to a writ of execution, and such writ is not released within thirty (30) days.
- B. Remedies. On any default by Lessee under this Lease, Lessor may at any time, without waiving or limiting any other right or remedy available to Lessor, (a) terminate Lessee's rights under this Lease by written notice, (b) re-enter and take possession of the Premises by any lawful means (with or without terminating this Lease), or (c) pursue any other remedy allowed by law. Lessee shall pay to Lessor the reasonable cost of recovering possession of the Leased Premises, all reasonable costs of reletting the Leased Premises, and all other reasonable costs and damages arising out of Lessee's default, including reasonable attorneys' fees and costs. Notwithstanding any termination of Lessee's rights under this Lease or re-entry of the Leased Premises, the liability of Lessee for the rent payable under this Lease shall not be extinguished for the balance of the Term, and Lessee agrees to compensate Lessor on demand for any deficiency. No re-entry or taking possession of the Premises or other action by Lessor on or following the occurrence of any default by Lessee shall be construed as an election by Lessor to terminate this Lease or as an acceptance of any surrender of the Leased Premises, unless Lessor provides Lessee written notice of such termination or acceptance. Following a default by Lessee under this Lease, Lessor shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.
- C. Past-due amounts. If Lessee fails to pay when due any amount required to be paid by Lessee under this Lease, Lessor may charge a sum equal to five percent (5%) of such unpaid amount as a service fee. In addition, if Lessee fails to pay within ten (10) days of the date due any amount required to be paid by Lessee under this Lease, such unpaid amount shall bear interest at the rate of 18

percent per annum from the due date of such amount to the date of payment in full, with interest. All amounts due under this Lease are and shall be deemed to be rent or additional rent and shall be paid without abatement, deduction, offset, or prior notice or demand, unless specifically provided by the terms of this Lease.

- D. Default by Lessor. Lessor shall not be in default under this Lease unless Lessor fails to perform an obligation required of Lessor under this Lease within twenty (20) days after written notice by Lessee to Lessor, specifying the respects in which Lessor has failed to perform such obligation. If the nature of Lessor's obligation is such that more than twenty (20) days are reasonably required for performance or cure, Lessor shall not be in default if Lessor commences performance within such twenty (20) day period and after such commencement diligently prosecutes the same to completion. In no event may Lessee terminate this Lease or withhold the payment of rent or other charges provided for in this Lease as a result of Lessor's default.

12. Environmental matters.

- A. Lessee shall use the Leased Premises in compliance with all applicable federal, state or local statutes, ordinances, regulations, orders, policies, administrative rules, including, without limitation, those issued by Lessor (including any environmental Handbook adopted by Lessor for use in connection with the Airport), which are now existing or hereafter enacted or issued, or the requirements of common law, which in any way pertain to the environment and/or to Lessee's use of the Leased Premises ("Environmental Requirements"). Without limitation, such matters include Lessee's (1) use of the Leased Premises; (2) transportation, handling, or discharge of any materials; or (3) storage, treatment, or disposal of any waste in connection with Lessee's use of the Leased Premises. Lessee shall act with due care and in compliance with industry practices in connection with materials and substances used by Lessee on the Leased Premises, even if not regulated by law or requirements as aforesaid, so as not to pose a hazard to the health or safety of the current or future occupants of the Leased Premises or to the owners or occupants of property adjacent to or in the vicinity of the Leased Premises or to the environment ("Restricted Activities"). In particular, without limiting the generality of the foregoing, Lessee shall not discharge any hazardous wastes or other materials down the storm drains on the Leased Premises or on any other property of Lessor. Lessee further agrees to execute and deliver to Lessor any documents reasonably required by Lessor in connection with any environmental matter, including disposal.
- B. Lessee shall not cause contamination of the Leased Premises arising from Restricted Activities or by "hazardous," "controlled," "regulated," or "waste," substances, or substances described by similar terms, within the meaning of Utah Code Title 19, the Utah Administrative Code on Environmental Quality, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, the federal Resource Conservation and Recovery Act, the Federal Clean Air or Clean Water Act, or similar applicable law, regulation, policy, or standard, as amended from time to time, or as enacted or issued in the future by federal, state, or local governmental authorities, including, without limitation, Lessor, concerning protection of the

environment.

- C. Lessee hereby agrees to indemnify and to hold harmless Lessor of, from, and against any and all expense, loss, claim, damage, or liability suffered by Lessor by reason of Lessee's breach of any of the environmental provisions of this Lease or such a breach by the act of any of Lessee's officers, employees, agents, or invitees, whether direct or indirect, or foreseen or unforeseen, including (but not limited to) all cleanup and remedial costs, diminution in the value of the Leased Premises, and reasonable legal fees and costs incurred by Lessor in connection with enforcement of this provision. The provisions of this paragraph shall survive the termination of Lessee's tenancy of this Lease. No subsequent modification or termination of this Lease by agreement of the parties or otherwise shall be construed to waive or to modify any provision of this paragraph unless the termination or modification agreement or other document so states in writing.
13. Attorneys' fees. If either Lessor or Lessee brings suit to enforce or interpret this Lease, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees and costs incurred in such action, or in any appeal from such action, in addition to any relief to which the prevailing party is entitled.
14. Successors. Subject to the provisions of paragraph 5 of this Lease, all covenants and agreements herein contained shall extend to and be binding upon the successors, heirs, executors, and administrators of Lessee.
15. Compliance. Lessee shall comply with all applicable laws and ordinances of the United States of America (including, without limitation, the Federal Aviation Administration), the State of Utah, Salt Lake County, and Salt Lake City, and lawful rules and regulations promulgated by their authority, whether now in force or hereafter prescribed and promulgated by authority of law, specifically including, without limitation, all fire codes and aviation and security regulations. Lessee agrees that this Lease may be terminated at the option of Lessor for a violation of any of the applicable laws, ordinances, rules, or regulations.
16. Security. Lessee shall at all times be subject to applicable regulations imposed by 49 CFR 1542 as amended. Lessee shall be solely and fully responsible for any and all breaches of security resulting from the negligence or intentional acts of officers, employees, representatives, invitees, agents, servants, sublessees, consultants, subcontractors, successors, assigns, and suppliers of Lessee.
17. Taxes. Lessee agrees to pay on or before the date due all taxes, assessments, or charges which during the term hereof may become a lien upon or be levied by the State, County, City or other tax levying body on all personal property of Lessee located upon and all improvements made to the Leased Premises by Lessee in connection with Lessee's use and occupancy thereof and upon the possessory interest of Lessee in the Leased Premises which shall specifically include, but not by way of limitation, any taxes levied under the provisions of any state statute, municipal ordinance or any other law, regulation, or ordinance if applicable.
18. Indemnification. Lessee hereby covenants and agrees to indemnify, save harmless, and defend Lessor, its officers, employees, and agents from all claims, liens, damages,

demands, actions, costs, and charges, including reasonable attorneys' fees, arising out of or by reason of Lessee's use of the Leased Premises or any act or failure to act on the Leased Premises by the Lessee, Lessee's agents, employees, or invitees.

19. Waiver. Lessee assumes all risk of the use of the Leased Premises and hereby waives any and all claims and damage now existing or which may arise in the future with respect to the use of the Leased Premises or damage or injury to the Aircraft or any person in connection with the use of the Leased Premises or any related facility owned by Lessor except to the extent permitted under paragraph 8 of this Lease.
20. Termination. This Lease may be terminated by either party for any reason or for no reason by giving the other party at least fifteen (15) days written notice of termination prior to the end of the month. If Lessee is in default under this Lease, Lessor may terminate the same at any time and may hold the aircraft housed therein until any unpaid rental is paid in full. Lessee hereby waives and releases any and all claims, actions, and damages in connection with Lessor holding such aircraft until unpaid rental is paid in full. Lessee will at the termination or expiration of this Lease quietly and peaceably yield up the Leased Premises in as good and tenantable condition as at the commencement of the Lease, reasonable wear and tear excepted.
21. Proof of ownership. Lessee shall provide Lessor with a copy of the registration of the Aircraft or other acceptable proof of ownership or interest therein whenever requested by Lessor.
22. Relocation. Lessor reserves the right, at its sole discretion, to relocate Lessee to another hangar at the Airport of reasonably comparable size, quality, and access. Any costs of relocation shall be at the expense of Lessee.
23. Miscellaneous.
 - A. This Lease embodies the entire agreement between the parties and cannot be altered except in a written instrument, which is signed by both parties.
 - B. This Lease shall be governed by and construed under the laws and enforced in the courts of the county of Salt Lake, state of Utah.
 - C. Time is of the essence of each provision of this Lease.
 - D. Lessee acknowledges and agrees that Lessor is a municipal corporation of the state of Utah and that Lessor has the right and the ability to make laws of general applicability that may modify the terms of this Lease. Lessee agrees that this Lease is subject to the enactment and adoption of any future laws, rules, ordinances, or regulations which have general applicability, that Lessee will be bound by such enactments, and that Lessee shall have no grandfathered rights with respect to such enactments as a result of this Lease or Lessee's use of the Leased Premises.
 - E. No failure by any party to insist on the strict performance of any provision of this Lease or to exercise any right or remedy consequent to a breach of this Lease shall constitute a waiver of any such breach or future breach of such provision.

- F. This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States of America relating to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving federal funds.

IN WITNESS WHEREOF, the parties hereto have signed this Lease to be effective as of the day and year first above written.

SALT LAKE CITY CORPORATION

DIRECTOR OF ADMINISTRATION AND
COMMERCIAL SERVICES
SALT LAKE CITY DEPARTMENT OF
AIRPORTS

ATTEST:

CITY RECORDER

LESSEE:

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On _____, personally appeared before me, _____, individually,
who being by me duly sworn, did say that he executed the foregoing instrument.

NOTARY PUBLIC

Residing at _____

My commission expires _____

LOGAN – CACHE AIRPORT AUTHORITY BOARD
AUGUST 7, 2012

ATTACHMENT C

The liability insurance issue as understood by me after a long chat with Lorna Bishop:

A. Those who already have hull insurance on an aircraft can have a cheap or zero cost rider added to give them premises liability. But, those who have no insurance on their aircraft or hanger will pay a pretty stiff annual cost they aren't currently paying. Lorna was saying how cheap the premisses insurance is, but the part about having to already be carrying insurance on your aircraft was not understood by me. Many of our lessees, perhaps the majority don't carry insurance on their aircraft, and that will run upwards of a thousand to several thousand dollars per year if they are required to carry it in order to have the cheap premises liability rider Lorna mentioned. The hanger owner can buy a separate premises liability policy that doesn't ride on an aircraft policy, but those can be expensive based upon the hanger. It is a complicated formula and Lorna said she can't even give me a ball park cost for the separate hanger premises liability policy without looking at every hanger as a stand alone policy.

B. To my knowledge, neither the feds nor the state-require aircraft insurance as a condition of operating an aircraft, unlike the requirement for requiring automobile liability. It seems to me that to require it as a condition of leasing land at the airport that we are stepping beyond our need to keep requirements and restrictions for use of the airport at an acceptable minimum. My simple thinking is that if the state aviation folks and the feds don't have that requirement on non commercial aircraft we are not in a position to be pseudo-legislating that as an airport board.

C. If you think about it, we don't require any other non commercial user of the airport to carry such insurance. Hundreds of transients use the airport every month and may not carry insurance. We have many in tie downs on a permanent basis who are not required to carry such insurance. I simply don't think we can penalize our own based-aircraft in hangers to place such a requirement on them. It would be inequitable.

D. In my opinion, it would be very difficult and an unnecessary burden on the airport manager to add the issue of monitoring 100 or so insurance compliance documents for all of the hanger lessees.

E. The city attorney is hard over on this requirement and has indicated that he would not support the lease without the insurance condition. I believe that the airport authority board has the authority to release the new lease without the insurance references in spite of the city attorney position and that we should in fact, do so. I do appreciate the efforts that Kymber has put into this lease and think he is doing excellent due diligence in his work on the lease. However, the airport authority has the responsibility to make sure that we are balancing all issues at the airport to assure all stake holders on and off the airport are represented.

Some added issues to be changed in the lease:

A. There is no need for hanger keepers insurance when using the buddy system at the airport, and another airplane is housed in a hanger of a lessee for some reasonable period of time. This happens all the time on the airport, is self managed by the lessees just fine and we don't need to meddle there. The only reason for us to bring up the issue would be when the primary purpose of a hanger is to house, at a fee, non-lessee aircraft. In that case, it would be a commercial operation and not necessarily subject to this lease.

B. The 2% escalation annually should be voted upon each year prior to billing the lessees, but will remain as a fixed escalation otherwise.

C. Just put the term of the lease at 20 years with a major review at 10 years at which time "current" rates will be looked at relative to what the lessee is paying to assure that the 2% escalation has kept him or her current with the "current" rate at the time of the review. That 10 year review will help us to maintain equity in fees with new and old lessees.

D. Remove all "tenant" notations in the lease and use only the word lessee. Tenant implies renter, and that is not what this lease is about.

E. Section 5B should only make a statement that the hangers are to be used for "Aviation Related Activity" and should not contain any language that specifies those activities. Statements in the section that prohibit certain activities are okay. In other words, specificity about what an aviation related activity is, is not needed and we do not need to have the airport manager in the business of having to take the considerable time it would take to police specific "approved" aviation activities.

BOTTOM LINE

The lease has been reviewed and hacked up and negotiated with a number of people from the user community and I think it will be acceptable with the proposed changes. I hesitate to extend the lease to others for review as every person will have their own nits to pick. I strongly recommend that the lease should be proposed and passed with the above changes. If Kymber can support these changes, it would be good. If not, then I recommend the airport board accept his good work and counsel with thanks and appreciation, and proceed with approving the lease based upon the changes anyway. If we can do this at the next meeting, in my opinion it would be good.