

LOGAN - CACHE AIRPORT AUTHORITY BOARD MEETING

SEPTEMBER 5, 2019

MINUTES

The Logan-Cache Airport Authority Board convened in a regular session on September 5, 2019 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 – Chairman
Karl Ward – Cache County Council
Gar Walton
Bill Francis

Members of the Airport Authority Board Absent:

Craig W Buttars – Cache County Executive
Holly Daines – Logan City Mayor
Jeannie F. Simmonds – Logan City Council

Also in Attendance:

Lee Ivie – Logan-Cache Airport Manager
Philip Noble – Cache County Finance Office
Brittany Kingston – Cache County Finance Office
Andreas Wesemann – Utah State University Aviation
Kent King – Utah State University Aviation
Kim Hall – Leading Edge Aviation
Doug Fullmer – Logan City Fire Department
Mark Leyda
Russ Kirkham
Otto Puhlmann
Maclain Drake
Janeen Allen – Minutes

CALL TO ORDER

Chairman John Kerr called the meeting to order at 8:30 a.m.

ITEMS OF BUSINESS

Approval of Minutes – June 6, 2019

ACTION: Motion was made by Gar Walton and seconded by Bill Francis to approve the minutes of June 6, 2019 as written. The vote in favor was unanimous, 4-0 (Craig Buttars, Holly Daines and Jeannie Simmonds absent for vote)

ITEMS FOR DISCUSSION

Manager's Report – Lee Ivie

Lee Ivie gave the Manager's Report (Attachment A). He made note that he received a letter from the FAA informing him that both segments of the first phase of India have now been closed out which means all AIP projects are now closed out and a \$173,000 reimbursement payment should be coming shortly.

Due to time constraints, Chairman Kerr moved agenda item 3.e. up for immediate discussion.

Restaurant Tax Fund Application Process – Philip Noble and Brittany Kingston

Phillip Noble first gave the Finance Report (Attachment B) which is similar to what is done for the Cache County Emergency Medical Services. He asked the board members to provide input as to what they would like to see in the report and how often they would like to have it presented. There was some discussion about the reserve balance and Kerr pointed out that the Airport is slightly different because it is required to front most of the funds for projects and receive reimbursement later.

Noble said he has researched to determine if the airport qualifies for Restaurant Tax funds. According to the Utah Transportation Council regarding the designation of airports pertaining to Restaurant Tax funds, if the FAA identifies an airport as being regionally significant, it is eligible for Restaurant Tax funds.

Noble further explained that these funds can be designated for direct allocation or given on a competitive basis. There are some entities in Cache County that receive direct funds. The County Council as the legislative body may determine if the airport may be added to the list for dedicated funding or if it needs to submit application for competitive funds.

Aviation Club Fundraiser 5K Airport Run – Andreas Wesemann

Wesemann introduced Kent King as an advisor for the USU Aviation Club. King gave a presentation (Attachment C) on the upcoming 5K Airport Run to be held September 21, 2019 at 9:00 a.m. The fundraiser is a combined effort between the USU Aviation Club and the Alpha Eta Rho Fraternity, and all of the proceeds from the race will go to the Frank De Leon Compress Memorial Scholarship.

King requested that runway 10/28 be closed from around 8:00 a.m. to 11:00 a.m. Ivie noted that the Authority Board must approve the closing of the runway.

ACTION: Motion was made by Karl Ward and seconded by Gar Walton to approve the 5K Fundraiser Run on September 21, 2019. The vote in favor was unanimous, 4-0 (Craig Buttars, Holly Daines and Jeannie Simmonds absent for vote)

Andreas Wesemann put in a request for the airport to consider putting in a parking area in the center of the airport (Attachment D). He noted the growing student population and thought now would be a good time to put in a parking area that would be safer and also enhance the beauty of the airport. Kerr said a parking lot project is not eligible for federal or state funding. However, it might be possible to use Restaurant Tax Funds for this project.

Wesemann said that FAA approval still hadn't come in for the Open House so they had to postpone it for two years. They will put together a committee to work on it well in advance so the FAA approval can come in time.

Mobile AARF Training – Doug Fullmer

Fullmer distributed a spreadsheet (Attachment E) and explained the cost breakdown for the required training in Montana. In addition, AARF firefighters are required to participate in one live fire each year on a SAFT (Simulated Aircraft Fire Trainer). This training comes at a significant cost when factoring in travel time, backfill for employees who are gone and registration and meals.

Fullmer proposed bringing in a MAFT (Mobile Aircraft Fire Trainer) next year. A company will bring it in to our airport for a three-day training course at a significantly reduced cost.

Board members discussed the option. Ward said it makes sense at the reduced cost. Francis added that Ogden used the training and were impressed with it. Ivie said this is one requirement of the Part 139 certification that we have struggled to meet. He thinks this localized training will work for Part 139.

ACTION: Motion was made by Bill Francis and seconded by Karl Ward to approve the funding for a Mobile Aircraft Fire Training (MAFT) brought to the Logan-Cache Airport. The vote in favor was unanimous, 4-0 (Craig Buttars, Holly Daines and Jeannie Simmonds absent for vote)

Fullmer noted that the training requires 10,000 square feet and asked for approval to close Runway 05/23 for the three days of training May 26-28, 2020.

Fee Schedule Review – Lee Ivie

Ivie said this was covered in the Financial Report given earlier in the meeting by Philip Noble.

Committee Reports:

Audit & Finance – Craig Buttars

Report given at beginning of meeting

Operations Committee – Kim Hall

No report

Capital Improvements – Bill Francis

Francis said the appraisal is done for the land in the RPZ (Runway Protection Zone). Now it's a matter of the FAA accepting the appraisal. Ivie clarified that we are required to hire a company to review the appraisal. Ivie said he also has a company coming to look at the property relating to wetlands assessment. The environmental studies need to be completed because the land acquisition funding is tentatively slated for 2020.

Economic Development / Public Relations – Gar Walton

Walton said the Open House costs need to be reevaluated and see if it can be done at a more reasonable cost.

Open Items

- Mark Leyda, owner of Hangars G3 and G5, requested to have parking outside of his hangars at an additional fee. Board members wanted to know what kind of parking he was requesting. Leyda said it would be intermittent vehicle and trailer parking for storage. Kerr asked if it would be aviation storage which Leyda confirmed. He further detailed that the trailers would have parts and tools for aircraft repair. Kerr reiterated that the FAA requires everything in and around hangars must be aviation related.

Walton asked what the nature of Leyda's business is. Leyda explained that his business, Rocky Mountain Aircraft, remodels and overhauls airplanes. Another potential business, Mammoth Fuels, would provide fuel for Hill Airforce Base firefighting operations. Kerr said he would need to have a separate permit for fuel dispersion. Leyda said there would be no fuel dispersion onsite. It would only be sold to Hill Airforce Base.

Leyda said he has already brought in crushed asphalt in the space between the hangars which is about 20' x 50'. Francis said he is concerned that allowing him to have trailers would set a precedent for other hangar owners wanting to bring them, as well.

Leyda said he would like to lease for at least five years. Kerr said this sounds more like a specialty aviation business and recommended Leyda bring a proposal for his business to the next meeting where the Board can determine the trailer parking as part of the overall business proposal. He also reminded everyone that the airport cannot allow non-aviation businesses to operate on the premises as per the grant assurances required by the FAA.

- Otto Puhlmann, owner of hangars A35 and E2, spoke said without notification his electric bill went up 55%. Logan City told him it wasn't a rate increase, but rather a decrease with a surcharge. No one seems to have received any notifications.
- Maclain Drake from First Digital Telecom out of Salt Lake City said their customer, Leading Edge, is requesting a fiber optic line at the airport. He asked the board what the requirements or stipulations in putting this line in down the east side of Airport Drive up to 2500 North and then further east. Kerr said this will require an easement and asked him to prepare a proposal to present to the board for consideration at the next meeting.

Next Scheduled Meeting

Thursday, October 10, 2019 at 8:30 a.m.

Adjournment

The meeting adjourned at 9:38 a.m.

**LOGAN – CACHE AIRPORT AUTHORITY BOARD
SEPTEMBER 5, 2019**

ATTACHMENT A



August 2019 Manager's Report

1. Current AIP Projects.

- a. **Reimbursement for Taxi-lane I:** Reimbursement for the retainage amount of \$7,500.00 on phase one of this project has been paid to UDOT, and the second installment of \$172,000.00 from the FAA has been approved for payment. The Department of Aeronautics sent me an e-mail message verifying that the first mentioned payment of \$7,500.00 should be received by the county finance department the first week in September, but the second and larger payment of \$172,000.00 won't be processed until all of the paper work associated with a cooperative agency agreement between the FAA and UDOT has been finalized.
- b. **UDOT Pavement Preservation Project.** This project has been completed, and all requests for reimbursement of the State's portion of funding have been submitted to UDOT.

2. Buildings, Grounds, and Vehicle Maintenance.

- a. A new phone system was installed in the Manager's office and pilot's lounge which enables the airport to be connected to the county's network. The new phone number for the airport manager's office is (435) 755-1750
- b. Both ground vehicles (the GMC pick-up, and the Jeep Wagon), needed new tire installations. The GMC had a front end alignment at the time that the tires were mounted to the truck.
- c. The tractor the airport leases from Valley implement for mowing operations will be used through the month of September and then returned to the Lessor. Our mower will be serviced and stored in the ARFF building for the winter.
- d. National Equipment Services has been contacted to perform several maintenance items on the two plow trucks, and the snow blower in preparation for the upcoming winter season. The repairs are listed below.
 1. Repair the exhaust system on the Ford Truck
 2. Repair the power steering pump on the Ford Truck
 3. Find out why the dump bed is not working on the Ford Truck
 4. Fix the fuel injection bleed off problem on the Auto Car Truck
 5. Adjust the clutch in the Auto Car Truck
 6. Repair the oil canister leak in the Osh Kosh Blower
 7. Service all three Vehicles

3. Airport Open House/Air Show.

Cancelled

4. Hangar Construction.

Hangar #G7 is almost ready for occupancy, and the construction of hangar # D8 has not started yet.
Space # D10 is available due to Zack Loosle no longer wanting to build a hangar.

5. Part 139 Inspection.

The annual part 139 inspection was conducted June 26 through June 28 and I'm still waiting to receive a letter of discrepancies from Rick Schroeder

ATTACHMENT B



LOGAN-CACHE AIRPORT AUTHORITY MONTHLY FINANCE REPORT

AS OF AUGUST 2019

CASH AND FUND BALANCE

The cash balance at the end of August was \$485,873. The fund balance at the end of August was \$753,979. The difference is due to outstanding receivables and liabilities. The projected end of the year fund balance is about \$600,000.

RECEIVABLES

The receivable balance at the end of August was \$340,957. Receivables, including amounts due from other governments, are comprised of the following:

Taxiway C Grant - State	\$ 5,878
Taxiway I Grant - Federal	180,725
Taxiway I Grant - State	9,342
South Apron Grant - State	8,569
Logan City Contribution	80,000
Land Lease Fees	56,443
	<u>\$ 340,957</u>

LIABILITIES

Total liabilities at the end of August was \$64,283. All expenditures are paid within 30 days of their due date.

COMPLETED GRANT PROJECTS

The Taxiway C grant project has been finalized and all federal awards have been received as of 8-31-2019. The outstanding balance of \$5,878 related to the State match for this grant has been received as of today.

The Taxiway I grant project was completed in 2017, but the grant awards were not awarded until 2018 and 2019. In total as of 8-31-2019 there is \$180,725 in federal awards that have been submitted, but are still outstanding. There is also an outstanding balance of \$9,342 related to the State match for this grant.

OUTSTANDING GRANT PROJECTS

Currently the South Apron Preservation Grant Project is in process. The following table is a breakdown of the Grant:

	UDOT Share	Local Share	Total
Grant Award %	90%	10%	100%
Grant Award \$	220,500	24,500	245,000
Project Total	219,623.12	24,402.57	244,025.69
Completed as of 8/31/2019	204,242.13	22,693.57	226,935.70
Remaining Balance	15,380.99	1,709.00	17,089.99

OTHER ITEMS

- Need direction from the County Council on Restaurant Tax awards. Direct allocation vs a competitive application. The due date for applications will be the first Friday in March 2020.
- Reserve Balance – Recommended is usually around 25% of expenditures less grant projects. That amount would be about \$80,000.

BALANCE SHEET

AS OF AUGUST 31, 2019

ACCOUNT	BALANCE
ASSETS	
CASH - COMBINED FUND	\$ 485,873.35
ACCOUNTS RECEIVABLE	56,442.73
DUE FROM OTHER GOVERNMENTS	275,945.46
PREPAID EXPENSES	-
TOTAL ASSETS	\$ 818,261.54
LIABILITIES	
ACCOUNTS PAYABLE	\$ -
RETAINAGE PAYABLE	9,520.87
OTHER DEFERRED REVENUE	54,762.00
TOTAL LIABILITIES	64,282.87
FUND BALANCE	
COMMITTED TO:	
UNASSIGNED	753,978.67
TOTAL FUND BALANCE	753,978.67
TOTAL LIABILITIES AND FUND BALANCE	\$ 818,261.54

CHANGES IN FUND BALANCE

FOR THE MONTH ENDED AUGUST 31, 2019

	AUGUST ACTUAL	YTD ACTUAL	BUDGET	UNEARNED / UNEXPENDED	PERCENT
REVENUES					
CHARGES FOR SERVICES					
AIRPORT FEES-LAND LEASE INCOME	\$ 230.85	\$ 95,946.98	\$ 95,000.00	\$ (946.98)	101.0%
LANDING FEES	-	1,000.00	11,000.00	10,000.00	9.1%
FUEL FLOW -STORAGE FEES	1,364.76	8,998.80	20,000.00	11,001.20	45.0%
FIRE DEPARTMENT STANDBY FEES	-	1,250.00	18,000.00	16,750.00	6.9%
TOTAL CHARGES FOR SERVICES	1,595.61	107,195.78	144,000.00	36,804.22	74.4%
MISCELLANEOUS REVENUE					
INTEREST	-	-	1,500.00	1,500.00	0.0%
GAS TAX REFUND	-	2,963.07	8,000.00	5,036.93	37.0%
SUNDRY REVENUE	-	191.68	4,000.00	3,808.32	4.8%
TOTAL MISCELLANEOUS REVENUE	-	3,154.75	13,500.00	10,345.25	23.4%
GRANTS AND CONTRIBUTIONS					
FED GRANT - TAXIWAY INDIA	180,725.00	173,225.00	150,000.00	(23,225.00)	115.5%
STATE GRANT	-	201,542.13	232,500.00	30,957.87	86.7%
STATE GRANT MATCH - TXY C DES	10,756.04	8,954.68	-	(8,954.68)	0.0%
LOGAN CITY-SHARED NET EXP	80,000.00	80,000.00	80,000.00	-	100.0%
CONTRIBUTION - CACHE COUNTY	80,000.00	80,000.00	80,000.00	-	100.0%
APPROPRIATED FUND BALANCE	-	-	27,500.00	27,500.00	0.0%
TOTAL GRANTS AND CONTRIBUTIONS	351,481.04	543,721.81	570,000.00	26,278.19	95.4%
TOTAL REVENUE	353,076.65	654,072.34	727,500.00	73,427.66	89.9%
EXPENDITURES					
FULL TIME EMPLOYEES	6,227.44	51,378.86	82,600.00	31,221.14	62.2%
PART TIME EMPLOYEES	14.50	130.50	-	(130.50)	0.0%
SEASONAL EMPLOYEES	123.12	1,101.90	12,600.00	11,498.10	8.7%
EMPLOYEE BENEFITS	2,903.83	25,344.70	39,600.00	14,255.30	64.0%
SUBSCRIPTIONS & MEMBERSHIPS	-	100.00	100.00	-	100.0%
PUBLIC NOTICES	-	-	300.00	300.00	0.0%
TRAVEL	-	1,000.38	6,000.00	4,999.62	16.7%
OFFICE EXPENSE & SUPPLIES	-	470.55	600.00	129.45	78.4%
EQUIPMENT SUPPLIES & MAINT	-	5,387.18	20,000.00	14,612.82	26.9%
NON-CAPITALIZED EQUIPMENT	-	-	6,000.00	6,000.00	0.0%
BUILDING & GROUNDS	-	3,797.92	11,200.00	7,402.08	33.9%
SNOW REMOVAL	-	17,197.95	25,000.00	7,802.05	68.8%
WEED CONTROL - CHEMICAL	-	-	12,000.00	12,000.00	0.0%
WEED CONTROL - MOWING	-	-	5,000.00	5,000.00	0.0%
UTILITIES	1,180.60	9,345.78	17,000.00	7,654.22	55.0%
COMMUNICATIONS	115.00	2,412.85	5,000.00	2,587.15	48.3%
FUEL	580.44	3,462.49	5,000.00	1,537.51	69.2%
PROF & TECH ACCOUNTING	-	-	2,000.00	2,000.00	0.0%
EDUCATION & TRAINING -A R F F	(8,223.60)	10,455.82	15,000.00	4,544.18	69.7%
INSURANCE	4,400.00	11,921.64	12,000.00	78.36	99.3%
MISC SERVICES	-	-	11,500.00	11,500.00	0.0%
MISC BOARD SERVICES/TRAVEL	-	3,083.70	6,000.00	2,916.30	51.4%
LOGAN FIRE - STANDBY FEES	-	-	18,000.00	18,000.00	0.0%
GRANT PROJECTS	-	226,935.70	415,000.00	188,064.30	54.7%
TOTAL EXPENDITURES	7,321.33	373,527.92	727,500.00	353,972.08	51.3%
NET CHANGE IN FUND BALANCE	\$ 345,755.32	\$ 280,544.42	\$ -		

**LOGAN – CACHE AIRPORT AUTHORITY BOARD
SEPTEMBER 5, 2019**

ATTACHMENT C

RUN THE RUNWAY 5K



***SEPTEMBER 21, 2019
9:00am***

LOGAN/CACHE AIRPORT

ADULT \$20 | YOUTH \$15 | CHILDREN \$10



COLLEGE of
AGRICULTURE *and*
APPLIED SCIENCES
UtahStateUniversity.

www.raceentry.com/races/run-the-runway/2019/register



5TH ANNUAL RUN THE RUNWAY 5K

September 21, 2019

9:00 am

ALPHA ETA RHO FRATERNITY AND UTAH STATE UNIVERSITY RUN THE RUNWAY SEPTEMBER 21, 2019





SEPTEMBER 21, 2019

- Alpha Eta Rho would like to request running a 5 K fun run on Runway 10/28 on September 21, 2019 at 9:00 am at the Logan- Cache Airport as a fundraiser for the Frank De Leon Compress Memorial Scholarship. This run will take place during the College of Agriculture and Applied Science week at Utah State University.



PROPOSED 5K RUN

- The Run would start at the Utah State University hangar and go north west on Alpha to Charlie, turn right on the abandoned runway and then turn right on Runway 10 and run to the Delta Taxiway, turn around on runway 28 to the end and return on Runway 10 then run on the abandon runway and then turn right on Charlie taxiway and then turn back around and return back to the Hangar.
- We need permission to close Runway 10/28 from 8:00 am to 11:00 am.
- We would need permission to drive on the closed runway and place X at each end to verify the closure of the runway.
- We would ask that the airport manager – Lee Ivie to submit a NOTAM through the Federal NOTAM System for the runway closure.
- We anticipate 50 to 200 people in attendance.



THANK YOU

- Any Questions?
- Thank you for your time and consideration.

ATTACHMENT D

Parking lot and entrance realignment



ATTACHMENT E

	A	B	C	D	E	F	G	H	I	J
	TRAINING									
	2018-2019									
1	Courses held in MT.(6 hr travel time the day before.) 2019	Number of Firefighters attended.	Hours	Total hours	Costs Registration	Hotel 4 nights @ \$90 per night= \$360	Fuel / Meals average per person-\$90 for the 4 days	Backfill for average of 48 hrs per FF. @ ave hourly rate of \$31.74	Sub-Total	Total
2	40 hour ARFF (Airport Rescue Fire Fighting) Course 2019	7	40 + 12 hrs travel=52	364	1395	360	90	1523.52	3368.52	23,579.64
3	SAFT (1day burn) Montana 2019	8(2 are station 120)	8 hrs + 12 hrs travel = 20	120	935	90	15	24 hrs.- 761.76	1801.76	14414.08
4	SAFT (1day burn) NO AC's as per CFR 139 Continue training as currently implemented	13	8 hrs + 12 hrs travel = 20	260	935	90	15	24 hrs- 761.76	1801.76	23422.88
5	Flight standby Income	2	1	2	<250>			24X 250		<6000>
6	Flight Standby Staffing	2	1	48	24 flights last year. X 2 FF's X 31.74					1523.52
7	PROPOSED MAFT (Mobile Aircraft Fire Trainer) MAY 26,27,28 2020 / 24 hours	13 ARFF Team members (Unlimited may attend)	24	312	16,500	NA	NA	3 days / 8 hrs each day X 8 FF's @ \$41.27= \$7,923.84		23433.36
8	16 hours additional training	15	16	240						
9	Propane Tank Delivery and use of 400 Gallons	1	1	1	741					
10	ARFF Vehicle Inspection/Readiness	1 hour per month	1	12						
11	FAA Inspection 4 hours	1	4	4						
12	Monthly Training									
13	Airport Familiarization	15	4	60				60 @ 31.74=	1904.4	
14	Aircraft Familiarization	15	4	60						
15	Rescue and Firefighter personnel safety	15	4	60						

[illegible]

139FIRE

ARFF Live-Fire Drill Solutions



ARFF INDEX SPECIFIC TRAINING

Our fleet of Live Fire Trainers allows you to pick the type of aircraft perfect for your airport and Index.

TRAIN USING YOUR OWN EQUIPMENT

Training at your airport with your own equipment ensures that your ARFF personnel gain experience in live fire conditions using the equipment they will use in the event of a real-world situation.

REDUCE OVERALL TRAINING COSTS

By training onsite, you are able to avoid the costly expense of sending your ARFF personnel to an offsite facility and avoid overtime and backfilling costs.



Innovative Live Fire Drill Solutions

139 Fire offers a unique approach to solving the critical issue of conducting FAA Part 139 Live Fire Drills. At 139 Fire we supplement your existing training capabilities with an FAA compliant Live Fire Trainer delivered directly to your airport.

Training with one of our 139 Fire mobile aircraft fire trainer (MAFT) units allows your airports ARFF personnel to train with their equipment and standard operating procedures. By training at home, your ARFF personnel can train with mutual aid fire departments and learn together the procedures and techniques needed to save lives when an aircraft accident/incident occurs.

Training can be conducted day, night, weekdays and weekends throughout the year to meet the needs of the individual organizations.

Each of our Live Fire Trainers is designed to provide intense and realistic firefighting conditions. Our fleet of Live Fire Trainers allow for ARFF Index and airframe specific training and allow for the training to be varied from year to year.



ARFF Training on the type of Aircraft
YOUR Airport services - From the
Convenience of YOUR facility!

139FIRE
ARFF Live-Fire Drill Solutions

Phone 913.912.3960

Email info@139fire.com

Website 139fire.com

INTENSE AND CHALLENGING FIRES

Our Live Fire Trainers are designed to provide intense and challenging Live Fire Drills.

PARTICIPATE IN MULTIPLE LIVE FIRE DRILLS

Our program allows you to keep the Live Fire Trainers on site for your required length of time which allow ARFF personnel to participate in numerous drills.

ONSITE INSTRUCTION AND COURSES

To enhance your annual Training, we offer a professional team of Instructors who will customize training to your airport and personnel training needs.

Services Available

Mobile Aircraft Fire Trainer (MAFT) Rental

Rental of one or more of our MAFT fleet to meet your required annual live fire training requirements and/or airport triennial drill scenarios (no Instructor(s) included).

ARFF Index Specific Training

Rental of one of our mobile aircraft fire trainers with one of our expert ARFF Instructors to conduct ARFF training. Training is customized to your airport and personnel based on current ARFF Training needs.

40 Hour Basic ARFF Course

Taught onsite at your airport this course exceeds the minimum requirements set forth by the FAA and CAR for new ARFF personnel's Basic ARFF training needs and live burn requirements.

40 Hour Advanced ARFF Course

This course involves regulatory responsibilities with a strong focus on Incident Command and Control,



Preplanning and the understanding of the Airport Emergency Plan. Through a series of Tabletop and Real Time Scenarios participants have the opportunity to manage an incident, critique it and assess their current methodologies in their own airport environment.

Benefits of Working with 139 Fire

ARFF Training Alternatives

Features/Benefits	139 FIRE ARFF Live-Fire Drill Solutions	139 Fire ARFF Trainer Rental	139 Fire ARFF Instructor Training and Trainer Rental	Sending Personnel to a Fixed ARFF Facility	Building & Operating a Fixed ARFF Facility
		YES	YES	YES	YES
	FAA Compliance	YES	YES	NO	YES
	Your Airport with Your Equipment	YES	YES	NO	YES
	Train During Shifts - NO OVERTIME	YES	YES	YES	NO
	No Capital Costs	YES	YES	YES	NO
	Maintenance or Upgrade Costs	YES	YES	NO	NO
	Different Prop Each Year	YES	YES	NO	NO
	Trainer to Meet Your Specific Needs	YES	YES	NO	NO
	ARFF Index Specific Trainer	YES	YES	NO	NO
	Extended Use of Trainer	YES	YES	NO	NO
	Overall Training Costs (per day)	\$	\$	\$\$\$\$	\$\$\$\$\$





www.139Fire.com 724-699-2948 info@139Fire.com

QUOTE NO.
DATE
CUSTOMER ID

CUSTOMER
BILL TO Logan Fire Department
Logan, UT
435-716-9513
Attn: Assistant Chief Doug Fullmer

SHIP TO Same

TRAINING MONTH	AIRPORT	DELIVERY & PU	PAYMENT TERMS	
May	Logan	INCLUDED	NET 30	

QTY	ITEM	DESCRIPTION	FUEL	DURATION
1.00	MAFT	ARFF Fire Trainer	LPG (NOT INCLUDED)	3 Days
1.00	INST	ARFF Instructor		3 Days
1.00	OP	Operator		3 Days

ANNUAL SUBTOTAL

SALES TAX

Accepted by Customer

Name _____
Title _____
Signature _____
Date: _____

139FIRE EQUIPMENT LEASE TERMS AND CONDITIONS

Ownership: Except for Customer's rights of use under this Lease, the Equipment is and shall at all times be and remain the exclusive personal property of 139Fire. The Customer shall have no right, title or interest in the Equipment except as expressly set forth in this Lease. The Customer shall not assign, sublease, or transfer the Equipment without 139Fire's prior written consent.

Care and Use of Equipment: The Customer and/or any operator hereby warrants that, upon completion of operation and maintenance training provided by 139Fire, that they are familiar with the safe use of the equipment. The Customer agrees that the Equipment will be operated by competent employees and used solely in the conduct of its business. The Customer and its employees shall use the Equipment in compliance with all federal, state, and local laws, including, but not limited to NFPA 1403 Standard on Live Fire Training Evolutions. The Customer is responsible for all liability in connection with use of the Equipment and shall make the Equipment and any wreckage available for disposal.

FUEL AND UTILITIES: Customer is responsible for fuel in excess of the amount included in the lease, as well as the supply of all utilities needed to operate the equipment. All leaks, changes in performance, or conditions indicating or relating to potential failure must be reported to 139Fire immediately. The Equipment must be shut down immediately if a problem is significant.

DELIVERY AND PICK-UP: 139Fire will deliver the equipment to the Customer's facility and the customer will provide all necessary unloading equipment to position the leased equipment on site. Upon pick-up by 139Fire, the Customer will provide all necessary loading equipment. The delivery and pick-up of equipment to and from the customer approximately 30 days in advance of the annual training dates. The customer agrees to allow 139Fire to store equipment on site for up to 30 days before and after training dates at no cost to 139Fire.

CANCELLATION: Customer may cancel lease at any time after the first year of the term by written notice, and will be subject to a charge of 50% of the sum of all outstanding year's lease amount due.

Insurance: During the Term, the Customer shall procure and continuously maintain and pay for insurance in such form and with such company satisfactory to 139Fire. As a minimum, the insurance must cover loss of and damage to the Equipment for not less than the full replacement value of the Equipment, naming 139Fire as loss payee, and Combined public liability and property damage insurance, in the amount of \$2,000,000.00 or such other reasonable amount as approved by 139Fire, naming 139Fire as an additionally named insured and a loss payee. This insurance shall provide primary coverage for the protection of the equipment and shall provide coverage for the protection of the equipment. The Customer shall provide 139Fire with an original policy or certificate evidencing the insurance. The Customer hereby appoints 139Fire, with power and authority to do all things, including but not limited to, making claims, receiving payments, and endorsing documents, checks, or drafts necessary or advisable to secure payment of insurance required under this Lease. The Customer shall provide at least thirty (30) days advance written notice to 139Fire about any cancellation, change, or modification of the insurance coverage.

Taxes and FEES: During the Term, the Customer shall pay all applicable taxes, assessments, and license and registration fees on the Equipment. The Customer shall, on request, provide 139Fire with copies of any tax returns and reports filed or prepared concerning the Equipment.

GOVERNING LAW: This Lease shall be governed by the laws of the state of Ohio. Customer agrees that any suit relating to this lease shall be brought only in Trumbull County, Ohio and Customer hereby waives the jurisdiction of such Court. Each party waives any right to a jury trial. In the event that litigation results from or arises out of this Lease or the performance thereof, the Parties agree to reimburse the attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

INDEMNITY: The Customer shall indemnify 139Fire against all losses, damages, claims, suits, actions, costs, expenses, obligations, or disbursements, including legal expenses, incurred by 139Fire in or arising out of the use or possession of the Equipment during the Term. In no event shall 139Fire be responsible for special, incidental or consequential damages, whether or not caused, including but not limited to, business interruption or any other economic loss, whether in contract, negligence or any other theory of liability.

SUCCESSORS AND ASSIGNS: All references in this Lease to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Lease shall inure to the benefit of the successors and assigns of the Parties.

DISPUTE RESOLUTION: This dispute resolution agreement is a part of the lease agreement. It is subject to the American Arbitration Association's rules and procedures.

QUOTE

LGU-20

August 14, 2019

LGU

REP
Natalee Tueller

TOTAL PRICE
\$ 16,500.00
Included
Included
\$ 16,500.00
EXTRA

or interest in or to the

ation and use of the piece of
carefully and properly, and in
Equipment. Customer shall not
or of any damage beyond repair

ance/operation, unusual noises,

ck-up of the equipment from site
(planned training time and

mediately upon cancellation:

include: Risk insurance against
mount of Two Million Dollars (\$US
sion of the Parties without regard
oints (19F) re as the Customer's
yments due under any policy of

proof of such payments and

bothly consents and submits to
revealing Party's reasonable

ny way connected to the
ut not limited to: loss of use

shall be ending upon and shall