

AGENDA ITEM

2.a.

LOGAN - CACHE AIRPORT AUTHORITY BOARD MEETING

SEPTEMBER 4, 2025

DRAFT MINUTES

The Logan-Cache Airport Authority Board convened in a regular session on Thursday, September 4, 2025 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:

David Zook – Chair -- Cache County Executive
John Kerr – Vice Chair – At large appointment by Airport Authority Board
Brett Hugie – At large appointment by Logan City
Jeannie F. Simmonds – Logan City Council – At large appointment by Logan City
Ryan Snow – At large appointment by Cache County
Kirk Jensen – Logan City Economic Development Director – Ex-officio Advisory Member
Shawn Milne – Director of Regional Economic Development – Ex-officio Advisory Member

Members of the Airport Authority Board Absent:

Mayor Holly Daines – Logan City Mayor
Keegan Garrity – Cache County Council – At large appointment by Cache County

Also in Attendance:

Bob Low – Airport
Kasey Maxwell – Airport
Judd Hill – Lochner Engineering
John Michener – J-U-B Engineering
R. LaCroix – Logan City Fire Department
Baron Wesemann – Cache Valley Aviation Association
Tyler Knudsen – USU Aviation
Mike Logan – USU – Cache Valley Aviation Association
Scott Weaver – Leading Edge Aviation
Kyle Fischer – Trident Property Solutions
Alex Bearnson – Black River Development
Holin Wilbanks – Forge Contractors
Brad Wursten
Robert Kidd
Joe Bates
Janeen Allen – Minutes

1. CALL TO ORDER

Chair, David Zook, called the meeting to order at 8:30 a.m.

2. ACTION ITEMS

a. **APPROVAL OF MINUTES – July 3, 2025**

ACTION: Motion was made by Ryan Snow and seconded by John Kerr to approve the minutes of July 3, 2025 as written.

MOTION PASSES:

AYE: 5 – Zook, Kerr, Hugie, Simmonds, Snow

NAY: 0

ABSTAIN: 0

ABSENT: 2 – Daines, Garrity

3. REPORTS

a. **MANAGER'S REPORT**

Bob Low presented the Manager's Report which is part of the minutes as **ATTACHMENT A**. Airport Management items included:

- **AeroSimple implementation:**

- Asset registry (lights, signs, equipment) now in database; work orders created and tracked to completion, including parts cost.
- Daily and weekly inspections moving from paper to app; **FAA approval to go paperless submitted.**
- Training records and wildlife hazard logs migrating to AeroSimple to improve tracking and annual reporting.

- **FAA Part 139 inspection: Passed.**

- Inspector **Andrew Edstrom** praised improvements (movement areas, cattail mitigation, bird-control mesh).
- **Staffing:** 1 full-time (Casey) + 3 part-time; characterized as “skeleton crew—do not drop below.”
- Runway paint quality commended.
- Support for airport purchasing a **crack-seal machine**; next recommendation: acquire a **walk-behind paint machine** for ongoing pavement maintenance.
- **ACM cleanups:** Remove outdated language (e.g., ARFF backup truck reference); edits to be submitted for FAA approval.

- **Equipment status:**
 - Two snowplows in shop for preventative maintenance (tires, heat, leaks).
 - Snowblower awaiting **custom-machined gear** (legacy part, machining in progress).
- **ARFF truck:**
 - Required 0–50 mph in ≤25s; had degraded to ~45–50s; significant repairs completed; now compliant.
 - **Year-to-date ARFF expenses: \$89,335.42** (includes training and foam/recalibration).
 - **Shortfall: \$43,170**; budget amendment requested with expectation of **USU reimbursement** (coordination via USU contact).
- **PAPI control units relocation:** Scope clarified; **estimate \$50,000**; not budgeted—pursuing amendment with anticipated **USU reimbursement**.
- **Board discussion / direction:**
 - Congratulations given for Part 139 results.
 - Board contact has met with USU; direction for **Bob to coordinate directly with USU** on reimbursements.
 - Add **ARFF replacement** to **CIP**; FAA typically needs **~5 years lead time**.

b. **FAA Part 139 Inspection Report – Bob Low**

Covered within the Manager's Report above.

c. **Airport Projects Update – Lochner (Judd Hill)**

- **Airport Layout Plan (ALP):** FAA review complete; **minor edits made**; moving to signatures—project complete.
- **SRE grant (dump truck w/ plow):** Out for signature (check inboxes; electronic signatures).
- **Taxi Lane Kilo grant:** Expected before **Sept 30** (FY end).
- **Taxiway Charlie bid status:**
 - Initial bids: **Staker Parsons \$542k** (invalid—**22% mobilization**, cap is 10%); **Kilgore \$698k** (over funds).
 - Re-bid: **Kilgore \$674k**; **Staker \$633k**—both **over allocation**.
 - **UDOT/state** coordinating next steps; response pending.

Board reminder: Watch for FAA grant signature emails (SRE now; Taxi Lane Kilo likely within ~5 days).

4. SPECIAL INTEREST AND DISCUSSION ITEMS

a. **AIRPORT DEVELOPMENT PLAN & PROPOSAL – KYLE FISHER (ATTACHMENT B)**

- **Proposal summary:** Privately finance and construct a new **taxi lane (Lima)** and utilities in phases west of Juliet (between current road Juliet and the abandoned runway), and develop **duplex hangars** (each unit approx. **100'x100'**; two per building).
- **Context & priorities:**
 - FAA no longer funds taxi **lanes** (Kilo funded via **BIL**); local/private funding needed.
 - **Lima** aligns with ALP as the **next corporate hangar taxi lane** priority; smaller-hangar areas remain available farther south per ALP.
- **Sales/leases & waiting list:**
 - Developer to **sell** completed hangars at fair-market value (infrastructure costs embedded).
 - Board discussed offering to **entire waiting list** (in order) with clear options even if requested sizes differ; ensure fairness.
- **Protections & standards:**
 - Improvements must meet FAA standards; **bonding** expected to ensure completion.
 - Ensure hangars are **aviation use**, not general storage; enforce minimum standards and leases.
 - Consider **maintenance economics** (asphalt lifecycle) and lease rates to support long-term upkeep.
- **Board direction:**
 - **Airport Manager to work with counsel and the proponent to draft an agreement** (scope, schedule/milestones, bonding, ALP/standards compliance, leasing/offer process) for Board consideration at a future meeting.

b. **AIRPORT RULES & REGULATIONS UPDATE – BOB LOW**

- **Need for update:** Current manual is **decades old**; gaps include public events on airport property and hangar use.
- **Recent incident:** Large private event on airport with open gate access and go-karts on taxi lanes—underscores policy gaps.
- **Hangar use compliance:**
 - FAA grant assurances require **primarily aviation-related use**; non-compliance risks **default** and **repayment exposure**.
 - Some tenants using hangars as **self-storage**; mixed tenant feedback and resistance reported.

- **Board direction:**

- **Enforce leases and FAA rules uniformly.**
- **Chair to sign a Board letter** to all tenants: inspections forthcoming; **30-day cure** for non-compliance; **eviction** if uncured.
- Apply enforcement **even-handedly**; document inspections (Manager may use a body-worn camera).

Counsel/Chair/Manager to **draft and issue** the letter; update Rules & Regulations accordingly.

4. ACTION ITEMS

a. ELECTION OF OFFICERS

AIRPORT AUTHORITY BOARD CHAIR

ACTION: **John Kerr** nominated by David Zook.

VOTE:

AYE: 5 – Zook, Kerr, Hugie, Simmonds, Snow

NAY: 0

ABSTAIN: 0

ABSENT: 2 – Daines, Garrity

AIRPORT AUTHORITY BOARD VICE CHAIR

ACTION: **Brett Hugie** nominated by Jeannie Simmonds and Ryan Snow.

VOTE:

AYE: 5 – Zook, Kerr, Hugie, Simmonds, Snow

NAY: 0

ABSTAIN: 0

ABSENT: 2 – Daines, Garrity

6. NEXT SCHEDULED MEETING

Thursday, October 2, 2025 at 8:30 a.m.

7. ADJOURN

The meeting adjourned at 9:38 a.m.

Minutes prepared by: Janeen Allen

**LOGAN – CACHE AIRPORT AUTHORITY BOARD
SEPTEMBER 4, 2025**

ATTACHMENT A

1. Aerosimple Software
 - a. Inputting assets into the system is almost complete.
 - b. We have been doing paper and digital daily inspections, and we are waiting for the FAA to approve the changes to our ACM so we can go completely paperless.
 - c. Our training documents are stored within the Aerosimple software as well.
 - d. We are awaiting FAA approval to go from tracking wildlife at the airport to logging them in the Aerosimple software. Once approval is received, we will go exclusively paperless.
2. FAA Part 139 Inspection
 - a. Overall, we passed the inspection.
 - b. Our inspector, Andrew Edstrom commented between 5-10 times, how much improvement he saw in the movement area of the airport. He said, "none of the pilots will tell you, but I notice it and I'll tell you".
 - c. He was glad to see our aggressive attack on the cattails which border the west fence. (a future project might include culverts for this open water).
 - d. He approved of our current staff level, but cautioned we are still considered to have a skeleton crew and we should not decrease our staffing level.
 - e. Andrew stated once we fully integrate into the Aerosimple software we will exceed the record keeping, equipment inspection documentation, creating work orders, tracking repair costs, tracking wildlife and birdstrike requirements. Overall, he was glad to see our implementation of this software, and our progress.
 - f. Runway markings look good. (New paint).
 - g. He agreed with our decision to purchase the pavement crack seal machine from public works to repair our pavement. He encouraged us to purchase a paint machine also in order to repair unsatisfactory paint markings as we become aware of them, instead of waiting for

FAA grants only. This was particularly relevant as we inspected the airport together, and saw the pavement and paint condition on taxiway B.

3. FAA Part 139 Inspection cont.

- a. Andrew also gave several recommendations to improve our ACM. These wording changes will be completed and sent to him for approval.

4. Equipment report

- a. Both of our snowplow trucks are in the shop, getting preventative maintenance completed. To include checking for engine oil, transmission, and hydraulic leaks and condition.
- b. Our snowblower is still in the process of repair. Most of the delay has been waiting while a new gear is machined.

5. Emergency ARFF truck repairs

- a. Airport ARFF training and maintenance costs have totaled \$89,335.42 for the year due to recent emergency truck repairs, new foam, foam concentration calibration, and a week-long ARFF certification course. Of this amount, the airport has already covered \$17,170.30 for new foam and \$28,995 for the certification course. The total paid so far is \$46,165.30. To address the remaining \$43,170.12, I have contacted Matt Funk in the County Finance Office to request a budget amendment for the airport. This meeting is expected to take place in September, though the exact date is currently unknown.
- b. The PAPI control units are expected to be relocated this fall, at an estimated cost of \$50,000.

CACHE COUNTY GOVERNMENT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2025

AIRPORT FUND

		ENCUMBRANCE	YTD ACTUAL	TOTAL	BUDGET	UNEARNED	PCNT
	<u>INTERGOVERNMENTAL REVENUE</u>						
277-33-15000	FED GRANT - SCASDP	.00	(132,357.31)	(132,357.31)	.00	132,357.31	.0
277-33-44402	STATE GRANT	.00	(6,842.03)	(6,842.03)	.00	6,842.03	.0
277-33-70105	LOGAN CITY-SHARED NET EXP	.00	.00	.00	100,000.00	100,000.00	.0
	TOTAL INTERGOVERNMENTAL REVE	.00	(139,199.34)	(139,199.34)	100,000.00	239,199.34	(139.2)
	<u>MISCELLANEOUS REVENUE</u>						
277-36-10000	INTEREST	.00	571.37	571.37	30,000.00	29,428.63	1.9
277-36-15000	GAS TAX REFUND	.00	3,668.37	3,668.37	8,000.00	4,331.63	45.9
277-36-16000	LANDING FEES	.00	2,604.43	2,604.43	5,500.00	2,895.57	47.4
277-36-18000	FUEL FLOW -STORAGE FEES	.00	3,963.15	3,963.15	20,000.00	16,036.85	19.8
277-36-19000	FIRE DEPARTMENT STANDBY FEES	.00	.00	.00	5,000.00	5,000.00	.0
277-36-90000	SUNDRY REVENUE	.00	1,539.50	1,539.50	4,000.00	2,460.50	38.5
	TOTAL MISCELLANEOUS REVENUE	.00	12,346.82	12,346.82	72,500.00	60,153.18	17.0
	<u>AIRPORT LAND LEASE REVENUES</u>						
277-37-80000	AIRPORT FEES-LAND LEASE INCOM	.00	168,554.07	168,554.07	113,400.00	(55,154.07)	148.6
	TOTAL AIRPORT LAND LEASE REVE	.00	168,554.07	168,554.07	113,400.00	(55,154.07)	148.6
	<u>CONTRIBUTIONS & TRANSFERS</u>						
277-38-20000	CONTRIBUTION - CACHE COUNTY	.00	.00	.00	100,000.00	100,000.00	.0
277-38-90000	APPROPRIATED FUND BALANCE	.00	.00	.00	701,000.00	701,000.00	.0
	TOTAL CONTRIBUTIONS & TRANSFE	.00	.00	.00	801,000.00	801,000.00	.0
	TOTAL FUND REVENUE	.00	41,701.55	41,701.55	1,086,900.00	1,045,198.45	3.8

CACHE COUNTY GOVERNMENT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2025

AIRPORT FUND

	ENCUMBRANCE	YTD ACTUAL	TOTAL	BUDGET	UNEXPENDED	PCNT
<u>AIRPORT</u>						
277-4460-110 FULL TIME EMPLOYEES	.00	88,717.52	88,717.52	165,498.00	76,780.48	53.6
277-4460-115 OVERTIME	.00	330.13	330.13	3,000.00	2,669.87	11.0
277-4460-120 PART TIME EMPLOYEES	.00	28,329.22	28,329.22	63,614.00	35,284.78	44.5
277-4460-130 EMPLOYEE BENEFITS	.00	48,200.27	48,200.27	115,476.00	67,275.73	41.7
277-4460-210 SUBSCRIPTIONS & MEMBERSHIPS	.00	128.00	128.00	100.00	(28.00)	128.0
277-4460-220 PUBLIC NOTICES	.00	40.78	40.78	300.00	259.22	13.6
277-4460-230 TRAVEL	.00	3,348.28	3,348.28	4,000.00	651.72	83.7
277-4460-240 OFFICE SUPPLIES	.00	1,317.23	1,317.23	1,500.00	182.77	87.8
277-4460-250 EQUIPMENT SUPPLIES & MAINT	2,675.98	28,770.43	31,446.41	31,676.00	229.59	99.3
277-4460-251 NON CAPITALIZED EQUIPMENT	.00	5,024.09	5,024.09	13,000.00	7,975.91	38.7
277-4460-260 BUILDING & GROUNDS	.00	13,585.70	13,585.70	25,000.00	11,414.30	54.3
277-4460-261 SNOW REMOVAL	.00	9,268.86	9,268.86	65,000.00	55,731.14	14.3
277-4460-262 VEGETATION CONTROL - CHEMICAL	.00	2,415.00	2,415.00	12,000.00	9,585.00	20.1
277-4460-263 VEGETATION CONTROL - MOWING	.00	.00	.00	5,000.00	5,000.00	.0
277-4460-270 UTILITIES	.00	15,729.32	15,729.32	27,000.00	11,270.68	58.3
277-4460-280 COMMUNICATIONS	.00	3,581.58	3,581.58	5,000.00	1,418.42	71.6
277-4460-290 FUEL	.00	3,431.31	3,431.31	10,000.00	6,568.69	34.3
277-4460-291 UNION PACIFIC PROPERTY LEASE	.00	.00	.00	20,000.00	20,000.00	.0
277-4460-311 SOFTWARE PACKAGES	.00	6,144.00	6,144.00	18,000.00	11,856.00	34.1
277-4460-330 EDUCATION & TRAINING	.00	42,658.20	42,658.20	44,000.00	1,341.80	97.0
277-4460-510 INSURANCE	.00	.00	.00	18,000.00	18,000.00	.0
277-4460-521 COLLECTION FEES	.00	308.97	308.97	.00	(308.97)	.0
277-4460-621 MISC BOARD SERVICES/TRAVEL	.00	2,803.64	2,803.64	8,000.00	5,196.36	35.1
277-4460-625 LOGAN FIRE - STANDBY FEES	.00	2,044.50	2,044.50	8,000.00	5,955.50	25.6
277-4460-739 GRANT PROJECTS	43,249.00	.00	43,249.00	.00	(43,249.00)	.0
TOTAL AIRPORT	45,924.98	306,177.03	352,102.01	663,164.00	311,061.99	53.1

CACHE COUNTY GOVERNMENT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2025

AIRPORT FUND

		<u>ENCUMBRANCE</u>	<u>YTD ACTUAL</u>	<u>TOTAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>CONTRIBUTIONS</u>						
277-4800-477	TRANSFER OUT - AIRPORT CAPITAL	.00	.00	.00	423,736.00	423,736.00	.0
	TOTAL CONTRIBUTIONS	.00	.00	.00	423,736.00	423,736.00	.0
	TOTAL FUND EXPENDITURES	45,924.98	306,177.03	352,102.01	1,086,900.00	734,797.99	32.4
	NET REVENUE OVER EXPENDITURES	(45,924.98)	(264,475.48)	(310,400.46)	.00	310,400.46	.0

CACHE COUNTY GOVERNMENT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2025

CAPITAL PROJECT AIRPORT

		ENCUMBRANCE	YTD ACTUAL	TOTAL	BUDGET	UNEARNED	PCNT
477-33-15000	FED GRANT - SCASDP	.00	102,721.08	102,721.08	1,224,455.00	1,121,733.92	8.4
477-33-44402	STATE GRANT	.00	.00	.00	863,287.00	863,287.00	.0
	TOTAL SOURCE 33	.00	102,721.08	102,721.08	2,087,742.00	1,985,020.92	4.9
	<u>SOURCE 38</u>						
477-38-10277	TRANSFER IN - AIRPORT	.00	.00	.00	423,736.00	423,736.00	.0
	TOTAL SOURCE 38	.00	.00	.00	423,736.00	423,736.00	.0
	TOTAL FUND REVENUE	.00	102,721.08	102,721.08	2,511,478.00	2,408,756.92	4.1

CACHE COUNTY GOVERNMENT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2025

CAPITAL PROJECT AIRPORT

		ENCUMBRANCE	YTD ACTUAL	TOTAL	BUDGET	UNEXPENDED	PCNT
	<u>AIRPORT</u>						
477-4460-730	IMPROVEMENTS	.00	39,292.94	39,292.94	2,246,229.00	2,206,936.06	1.8
477-4460-740	CAPITALIZED EQUIPMENT	.00	17,085.50	17,085.50	265,249.00	248,163.50	6.4
	TOTAL AIRPORT	.00	56,378.44	56,378.44	2,511,478.00	2,455,099.56	2.2
	TOTAL FUND EXPENDITURES	.00	56,378.44	56,378.44	2,511,478.00	2,455,099.56	2.2
	NET REVENUE OVER EXPENDITURES	.00	46,342.64	46,342.64	.00	(46,342.64)	.0

**LOGAN – CACHE AIRPORT AUTHORITY BOARD
SEPTEMBER 4, 2025**

ATTACHMENT B

LOGAN-CACHE AIRPORT

Taxiway & Hangar Development Proposal

Submitted by the Developer

Overview

The Developer proposes to partner with the Logan-Cache Airport Board to finance and construct the next phase of airport infrastructure—extending the taxiway and delivering new hangars consistent with the Airport Layout Plan (ALP 2025), while meeting the needs of both the Airport and the Board.

Proposal

- **Taxiway & Infrastructure**
 - Finance and construct the taxiway extension and supporting utilities.
 - Deliver in multiple phases to align with demand and ensure scalable growth.
 - **Hangar Development**
 - Design and construct hangars consistent with the ALP.
 - Offer completed hangars at fair market value, in cooperation with the Board.
 - Provide full management of procurement, engineering, construction, and sales.
 - **Board Partnership**
 - Establish a development agreement to ensure alignment with FAA standards, ALP 2025, and Airport Minimum Standards.
 - Work collaboratively with the Board on phasing, compliance, and approvals.
-

Benefits to the Airport

- Immediate infrastructure investment without public expense.
 - Transparent, market-based hangar sales with Board cooperation.
 - Phased growth to accommodate both current demand and future expansion.
 - Professional management of contracts, engineering, and project delivery.
 - Reinforces the long-term economic value of the airport.
-

Next Step

The Developer respectfully requests that the Board move forward in good faith to pursue a *Taxiway & Hangar Development Agreement*. This step will allow the parties to work together toward the goals of the Airport Board, the County, and the Airport Master Plan, while ensuring transparency, fairness, and alignment throughout the process.

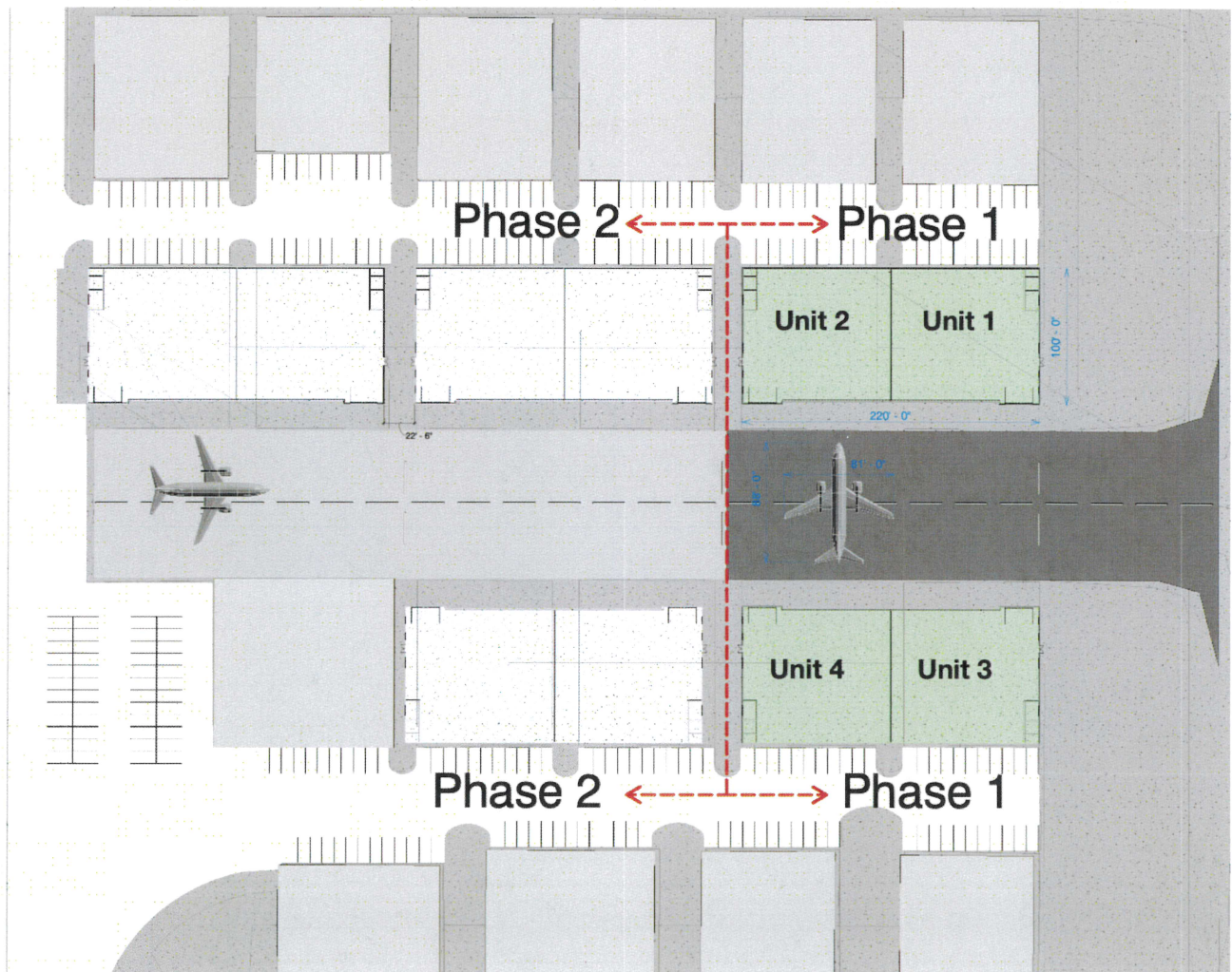
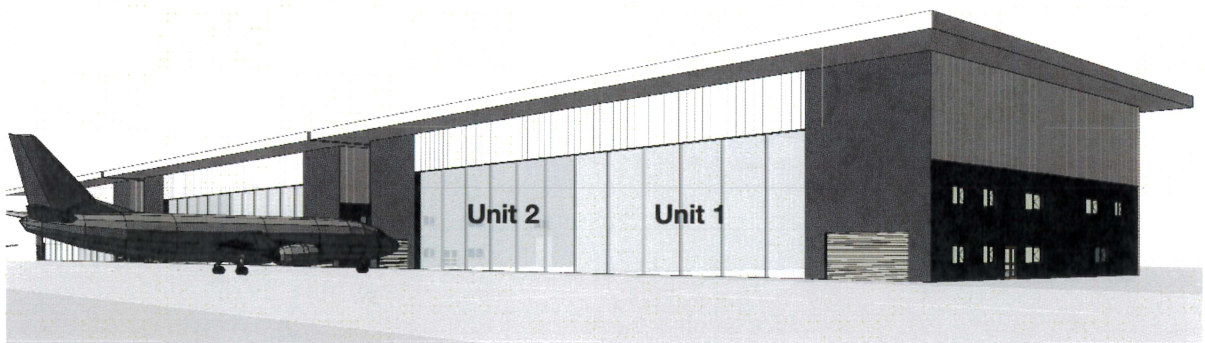
Logan-Cache Airport | September 2025 Board Meeting

Prepared for discussion purposes only — subject to Board review and approval

Contacts: Principal — Roger Dahle | Developer — Black River Development, alex@nixonandnixon.com | Builder — Kyle Fischer, kylewfisher89@gmail.com

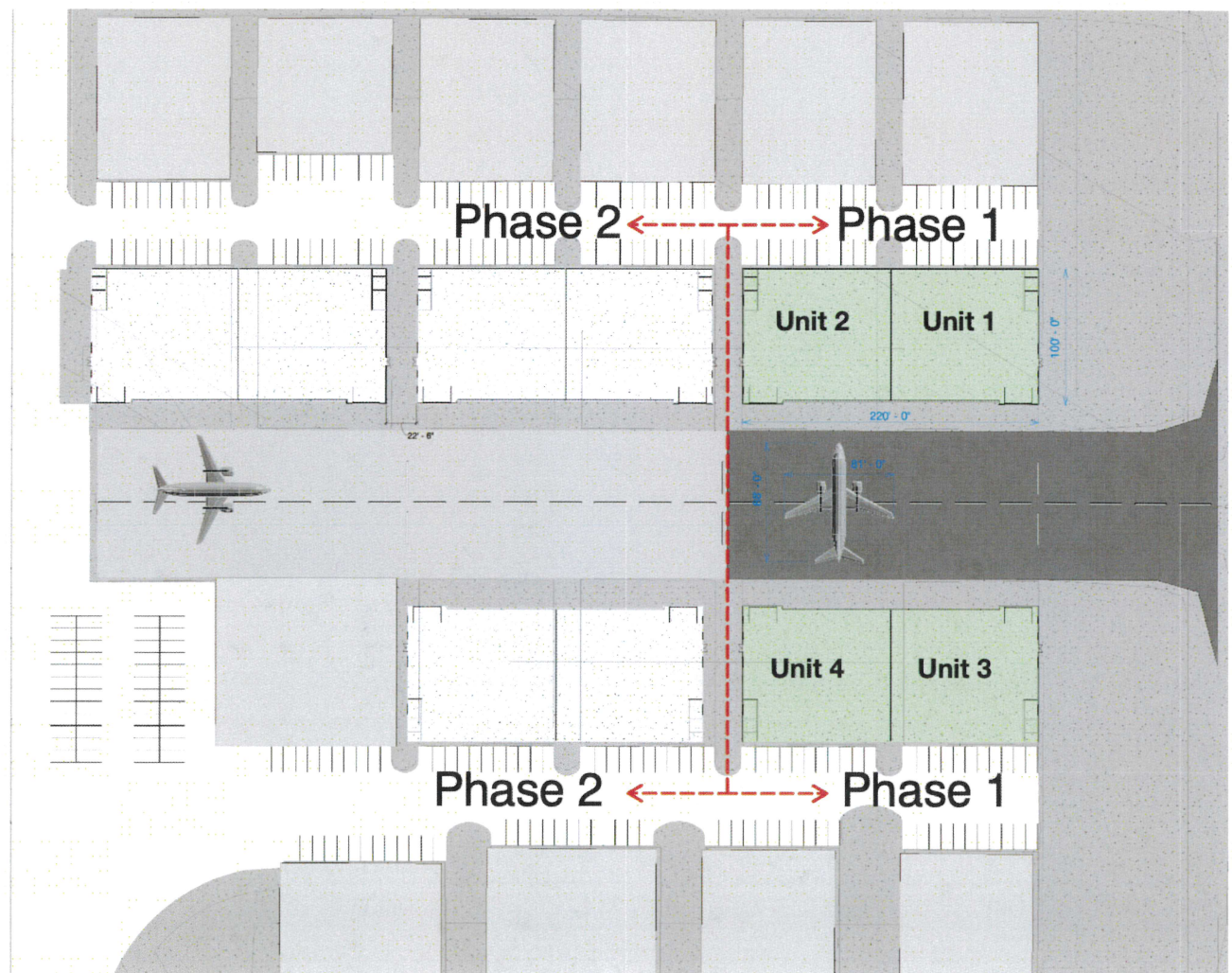
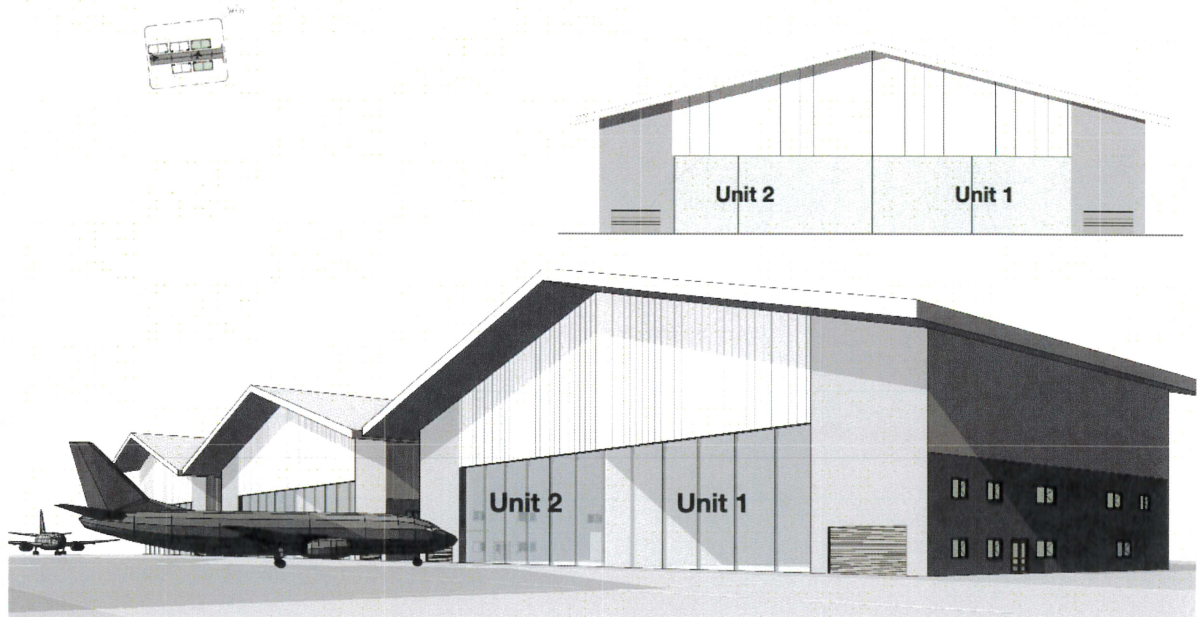
Logan Airport

Private Hangar Development



Logan Airport

Private Hangar Development



**LOGAN – CACHE AIRPORT AUTHORITY BOARD
MEETING PACKET**
October 2, 2025

AGENDA ITEM

3.a.

CACHE COUNTY GOVERNMENT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

AIRPORT FUND

		ENCUMBRANCE	YTD ACTUAL	TOTAL	BUDGET	UNEARNED	PCNT
	<u>INTERGOVERNMENTAL REVENUE</u>						
277-33-15000	FED GRANT - SCASDP	.00	(132,357.31)	(132,357.31)	.00	132,357.31	.0
277-33-44402	STATE GRANT	.00	(6,842.03)	(6,842.03)	.00	6,842.03	.0
277-33-70105	LOGAN CITY-SHARED NET EXP	.00	.00	.00	100,000.00	100,000.00	.0
	<u>TOTAL INTERGOVERNMENTAL REVE</u>	.00	(139,199.34)	(139,199.34)	100,000.00	239,199.34	(139.2)
	<u>MISCELLANEOUS REVENUE</u>						
277-36-10000	INTEREST	.00	1,216.64	1,216.64	30,000.00	28,783.36	4.1
277-36-15000	GAS TAX REFUND	.00	3,668.37	3,668.37	8,000.00	4,331.63	45.9
277-36-16000	LANDING FEES	.00	6,551.34	6,551.34	5,500.00	(1,051.34)	119.1
277-36-18000	FUEL FLOW -STORAGE FEES	.00	3,963.15	3,963.15	20,000.00	16,036.85	19.8
277-36-19000	FIRE DEPARTMENT STANDBY FEES	.00	.00	.00	5,000.00	5,000.00	.0
277-36-90000	SUNDRY REVENUE	.00	1,539.50	1,539.50	4,000.00	2,460.50	38.5
	<u>TOTAL MISCELLANEOUS REVENUE</u>	.00	16,939.00	16,939.00	72,500.00	55,561.00	23.4
	<u>AIRPORT LAND LEASE REVENUES</u>						
277-37-80000	AIRPORT FEES-LAND LEASE INCOM	.00	168,554.07	168,554.07	113,400.00	(55,154.07)	148.6
	<u>TOTAL AIRPORT LAND LEASE REVE</u>	.00	168,554.07	168,554.07	113,400.00	(55,154.07)	148.6
	<u>CONTRIBUTIONS & TRANSFERS</u>						
277-38-20000	CONTRIBUTION - CACHE COUNTY	.00	.00	.00	100,000.00	100,000.00	.0
277-38-90000	APPROPRIATED FUND BALANCE	.00	.00	.00	701,000.00	701,000.00	.0
	<u>TOTAL CONTRIBUTIONS & TRANSFE</u>	.00	.00	.00	801,000.00	801,000.00	.0
	<u>TOTAL FUND REVENUE</u>	.00	46,293.73	46,293.73	1,086,900.00	1,040,606.27	4.3

CACHE COUNTY GOVERNMENT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

AIRPORT FUND

	ENCUMBRANCE	YTD ACTUAL	TOTAL	BUDGET	UNEXPENDED	PCNT
<u>AIRPORT</u>						
277-4460-110 FULL TIME EMPLOYEES	.00	94,391.60	94,391.60	165,498.00	71,106.40	57.0
277-4460-115 OVERTIME	.00	335.48	335.48	3,000.00	2,664.52	11.2
277-4460-120 PART TIME EMPLOYEES	.00	29,592.41	29,592.41	63,614.00	34,021.59	46.5
277-4460-130 EMPLOYEE BENEFITS	.00	51,146.67	51,146.67	115,476.00	64,329.33	44.3
277-4460-210 SUBSCRIPTIONS & MEMBERSHIPS	.00	128.00	128.00	100.00	(28.00)	128.0
277-4460-220 PUBLIC NOTICES	.00	303.44	303.44	300.00	(3.44)	101.2
277-4460-230 TRAVEL	.00	3,406.02	3,406.02	4,000.00	593.98	85.2
277-4460-240 OFFICE SUPPLIES	.00	1,333.31	1,333.31	1,500.00	166.69	88.9
277-4460-250 EQUIPMENT SUPPLIES & MAINT	2,675.98	30,470.97	33,146.95	31,676.00	(1,470.95)	104.6
277-4460-251 NON CAPITALIZED EQUIPMENT	.00	5,783.64	5,783.64	13,000.00	7,216.36	44.5
277-4460-260 BUILDING & GROUNDS	.00	14,739.41	14,739.41	25,000.00	10,260.59	59.0
277-4460-261 SNOW REMOVAL	.00	4,648.86	4,648.86	65,000.00	60,351.14	7.2
277-4460-262 VEGETATION CONTROL - CHEMICAL	.00	2,465.00	2,465.00	12,000.00	9,535.00	20.5
277-4460-263 VEGETATION CONTROL - MOWING	.00	.00	.00	5,000.00	5,000.00	.0
277-4460-270 UTILITIES	.00	19,215.52	19,215.52	27,000.00	7,784.48	71.2
277-4460-280 COMMUNICATIONS	.00	3,671.83	3,671.83	5,000.00	1,328.17	73.4
277-4460-290 FUEL	.00	3,431.31	3,431.31	10,000.00	6,568.69	34.3
277-4460-291 UNION PACIFIC PROPERTY LEASE	.00	9,682.00	9,682.00	20,000.00	10,318.00	48.4
277-4460-311 SOFTWARE PACKAGES	.00	6,144.00	6,144.00	18,000.00	11,856.00	34.1
277-4460-330 EDUCATION & TRAINING	3,000.00	42,658.20	45,658.20	44,000.00	(1,658.20)	103.8
277-4460-510 INSURANCE	.00	.00	.00	18,000.00	18,000.00	.0
277-4460-521 COLLECTION FEES	.00	1,177.29	1,177.29	.00	(1,177.29)	.0
277-4460-621 MISC BOARD SERVICES/TRAVEL	.00	2,803.64	2,803.64	8,000.00	5,196.36	35.1
277-4460-625 LOGAN FIRE - STANDBY FEES	.00	2,044.50	2,044.50	8,000.00	5,955.50	25.6
277-4460-739 GRANT PROJECTS	43,249.00	.00	43,249.00	.00	(43,249.00)	.0
TOTAL AIRPORT	48,924.98	329,573.10	378,498.08	663,164.00	284,665.92	57.1

CACHE COUNTY GOVERNMENT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

AIRPORT FUND

	ENCUMBRANCE	YTD ACTUAL	TOTAL	BUDGET	UNEXPENDED	PCNT
<u>CONTRIBUTIONS</u>						
277-4800-477 TRANSFER OUT - AIRPORT CAPITAL	.00	.00	.00	423,736.00	423,736.00	.0
TOTAL CONTRIBUTIONS	.00	.00	.00	423,736.00	423,736.00	.0
TOTAL FUND EXPENDITURES	48,924.98	329,573.10	378,498.08	1,086,900.00	708,401.92	34.8
NET REVENUE OVER EXPENDITURES	(48,924.98)	(283,279.37)	(332,204.35)	.00	332,204.35	.0

CACHE COUNTY GOVERNMENT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

CAPITAL PROJECT AIRPORT

		ENCUMBRANCE	YTD ACTUAL	TOTAL	BUDGET	UNEARNED	PCNT
477-33-15000	FED GRANT - SCASDP	.00	102,721.08	102,721.08	1,224,455.00	1,121,733.92	8.4
477-33-44402	STATE GRANT	.00	.00	.00	863,287.00	863,287.00	.0
	TOTAL SOURCE 33	.00	102,721.08	102,721.08	2,087,742.00	1,985,020.92	4.9
	<u>SOURCE 38</u>						
477-38-10277	TRANSFER IN - AIRPORT	.00	.00	.00	423,736.00	423,736.00	.0
	TOTAL SOURCE 38	.00	.00	.00	423,736.00	423,736.00	.0
	TOTAL FUND REVENUE	.00	102,721.08	102,721.08	2,511,478.00	2,408,756.92	4.1

CACHE COUNTY GOVERNMENT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

CAPITAL PROJECT AIRPORT

		ENCUMBRANCE	YTD ACTUAL	TOTAL	BUDGET	UNEXPENDED	PCNT
	<u>AIRPORT</u>						
477-4460-730	IMPROVEMENTS	.00	72,838.44	72,838.44	2,246,229.00	2,173,390.56	3.2
477-4460-740	CAPITALIZED EQUIPMENT	.00	17,085.50	17,085.50	265,249.00	248,163.50	6.4
	TOTAL AIRPORT	.00	89,923.94	89,923.94	2,511,478.00	2,421,554.06	3.6
	TOTAL FUND EXPENDITURES	.00	89,923.94	89,923.94	2,511,478.00	2,421,554.06	3.6
	NET REVENUE OVER EXPENDITURES	.00	12,797.14	12,797.14	.00	(12,797.14)	.0

**LOGAN – CACHE AIRPORT AUTHORITY BOARD
MEETING PACKET**
October 2, 2025

AGENDA ITEM

4.a.

Alex Bearnson <alex@nixonandnixon.com>

9/12/2025 4:10 PM

Fwd: Proposed Ground Lease & Development Agreement — Logan-Cache Airport (Target: Oct 2 Board)

To kerrjohna@comcast.net <kerrjohna@comcast.net>

**Alex Bearnson**

Nixon & Nixon, Inc

435-757-6403 | alex@nixonandnixon.com

nixonandnixon.com

----- Forwarded message -----

From: **Alex Bearnson** <alex@nixonandnixon.com>

Date: Fri, Sep 12, 2025 at 15:39

Subject: Proposed Ground Lease & Development Agreement — Logan-Cache Airport (Target: Oct 2 Board)

To: <kerr.johna@comcast.net>, bob.low@cachecounty.gov <bob.low@cachecounty.gov>CC: Roger Dahle <roger@blackstoneproducts.com>, <jake@blackstoneproducts.com>, <kylewfisher89@gmail.com>, Jacob Clark <jake@becomemore.io>

Chairman Kerr,

Attached is the proposed Ground Lease and Development Agreement for the hangar program at Logan-Cache Airport (see attached draft). We've reflected the discussions with you and Airport Manager Bob Low and aimed to keep the structure straightforward and workable for both parties.

As drafted, conceptual plans, engineering, and final plats will be subject to approval by the Board Chair and by Mr. Low in his capacity as Airport Manager.

Our group and counsel are all-hands-on-deck and we're targeting inclusion on the **October 2** Board agenda for approval. As soon as we receive your response, we'll turn revisions quickly to align with Board expectations and any administrative conditions.

Thank you for your time and partnership. We look forward to continuing this work with you.

Best regards,

Alex

- Ground Lease and Development Agr 9-11-25 Draft .docx (56 KB)

GROUND LEASE
AND DEVELOPMENT AGREEMENT

LOGAN-CACHE AIRPORT KLGU

GROUND LEASE NO. _____

This Ground Lease and Development Agreement (“Agreement”) is made and entered into this ____ day of September, 2025 (“Effective Date”) by and between Logan-Cache Airport Authority KLGU, a Utah municipal subsidiary (“Landlord”) and [Hangers LLC], a Utah limited liability company (“Tenant”). Landlord and Tenant are collectively referred to herein as the “Parties”.

RECITALS:

A. Landlord owns and operates the Logan-Cache Airport and related improvements (“Airport”) located in Logan, Utah.

B. Tenant desires to lease from Landlord certain real property located at the Airport to extend Taxi Way L and construct an executive hanger complex to store aircraft and associated office space and to sublease or sell the hangers to third parties (the “Project”).

C. This Agreement is intended to set forth the rights and obligations of the parties with respect to the lease of the property, described on Exhibit A (the “Premises”), and the phased development of Project at the Airport.

D. This Agreement is subordinate to and conditioned upon compliance with the Airport Layout Plan (“ALP”), all applicable FAA Grant Assurances, FAA Advisory Circulars, and the Interlocal Cooperation Act, Utah Code Title 11, Chapter 13.

NOW, THEREFORE, in consideration of the above premises, the covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree as follows:

ARTICLE I – LEASE OF PREMISES

Section 1.1 Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, consisting of approximately _____ square feet of unimproved real property, depicted and described on Exhibit A hereto. The Premises will be the subject of Tenant’s proposed aircraft-hanger development [plus Tenant’s proposed fuel farm]. It is estimated that Tenant’s development of the Project will be conducted in four (4) phases. Landlord will provide a

complete copy of the survey of the Premises to Tenant. The legal description of the Premises and an outlined aerial photo of the Premises is set forth on Exhibit A hereto. The planned improvements to the Premises include an extension of Taxi Way L, tenant improvements on the Premises.

Section 1.2 Improvements to be Constructed by Tenant. The improvements to be constructed by Developer include an extension of Taxi Lane L along with required lighting, all utility lines and other underground improvements (as required by State and Federal regulations and the ALP), together with the adjacent hangar parcels, as generally depicted on Exhibit A.

Section 1.3 Phasing. The project shall be constructed in not more than four (4) phases. A phasing plan is to be submitted by Tenant to Landlord and shall be subject to the approval of the Airport Board Chair and Airport Manager to ensure consistency with Airport's needs and goals.

Section 1.4 Development/Approvals. All conceptual plans and final engineering documents shall be submitted to and approved by the Airport Board Chair and Airport Manager, together with any approvals required by Landlord. Such approvals shall not be unreasonably withheld, conditioned, or delayed.

Section 1.5 ALP Modifications. If the ALP is amended or other regulatory authorities require material changes to the Premises, Developer shall have the right to approve such modifications or, at its election, terminate this Agreement, in which case Landlord shall reimburse Developer for all capital costs incurred to date.

Section 1.6 Use.

- A. Tenant shall use the Premises solely for: (1) constructing, operating, repairing, and maintaining the Tenant Improvements, [including the fuel farm]; (2) subleasing or selling the hangar spaces to aeronautical operators and approved service providers; (3) storing aircraft in the hangars; (4) occupying the office space; (5) parking the personal vehicles of Tenant and its officers, managers, employees, contractors, guests, invitees, and subtenants, and for no other use or purpose whatsoever. Priority for leasing/selling hanger space shall be given to Tenant and then to the Airport waiting list.
- B. Tenant shall comply with all applicable State and Federal laws and the ALP.
- C. Tenant shall use the Premises in a manner that does not unreasonably interfere with or disturb any other person's use or occupancy of the Airport.

ARTICLE II – TERM

Section 2.1 Initial Term. The initial term of this Agreement shall be thirty (30) years from the Effective Date (the “Initial Term”) plus any option terms elected by Tenant.

Section 2.2 Renewal Options. Developer shall have the right to exercise up to three (3) renewal options terms of ten (10) years each, for a maximum total lease term of sixty (60) years, provided Developer is not in default hereunder.

ARTICLE III – RENT

Section 3.1 Construction Period Rent. During the period from the Effective Date until issuance of a Certificate of Occupancy for the first hangar within each phase, Developer shall pay nominal rent of one dollar (\$1.00) per year, or ten percent (10%) of the annual ground rent, consistent with Airport policy. The construction period shall not exceed twenty-four (24) months from the date the issuing of all necessary permits, unless extended by mutual agreement.

Section 3.2 Ground Rent. Upon issuance of the Certificate of Occupancy for the first hangar in a given phase, full ground rent shall commence for that phase. Ground rent shall be based on fair-market aeronautical rates as established by the Airport, payable in equal monthly installments.

Section 3.3 Escalation and Reset. Ground rent shall be adjusted annually by the Consumer Price Index (“CPI”), subject to a maximum increase of three percent (3%) per year. Ground rent shall be subject to market appraisal resets every ten (10) years, determined by the average of the two (2) closest values of three (3) independent MAI appraisers.

Section 3.4 Rent Basis. Rent shall apply only to the leased land. Improvements constructed by Developer shall not be included in the calculation of rent.

ARTICLE IV – DEVELOPMENT OBLIGATIONS

Section 4.1 Developer Costs. Developer shall finance one hundred percent (100%) of the planning, permitting, engineering, construction, and commissioning of all taxiways, aprons, utilities, and hangar improvements required for the Premises. Landlord shall bear no financial obligation for such improvements.

Section 4.2 Standards. All improvements shall be constructed in accordance with FAA Advisory Circular 150/5300-13B, the ALP, Airport Minimum Standards, and applicable ordinances of Logan City and Cache County.

Section 4.3 Schedule. Developer shall commence construction within the later of (a) one hundred eighty (180) days following execution of this Agreement or (b) the issuance of all required permits and shall achieve substantial completion of Phase 1 within twenty-four (24) months thereafter.

ARTICLE V – LIMITATIONS ON USE

Section 5.1 Limited Use. The Premises shall be used solely for aeronautical purposes, including aircraft storage, maintenance, and other uses permitted under the FAA Hangar Use Policy (2016, reaffirmed 2021). Residential use is prohibited.

ARTICLE VI – HANGAR DISPOSITION

Section 6.1 Market Value. All hangars constructed on the Premises shall be sold or leased by tenant at fair market value.

Section 6.2 Waitlist Priority. The official Airport hangar waitlist shall receive priority allocation, subject to allocations made by hangar size category.

Section 6.3 Right of First Refusal. Tenant shall have the right to retain a right of first refusal to repurchase or lease all hangers and hanger spaces leased or sold within the Premises.

Section 6.4 Transparency. Tenant shall provide Landlord prior notice of all intended sales or leases of hanger space to ensure compliance with FAA Grant Assurances.

ARTICLE VII – OWNERSHIP AND REVERSION

Section 7.1 Ownership During Term. Other than those improvements to Taxi Way L, all improvements shall be owned by Developer during the lease term, unless otherwise sold by Tenant.

Section 7.2 Reversion. Upon expiration of this Agreement, all improvements shall revert to the Airport free and clear of liens, unless otherwise agreed by the parties.

Section 7.3 Early Termination Buyout. If the Airport terminates this Agreement prior to expiration for convenience, safety, or expansion, the Airport shall reimburse Developer for the unamortized portion of its documented capital costs.

ARTICLE VIII – MAINTENANCE

Section 8.1 Developer Obligations. Developer shall maintain and all expenses for hangars, aprons, landscaping, snow removal, and utilities within the Premises.

Section 8.2 Airport Obligations. Landlord shall maintain runways, taxiways, and common-use areas.

ARTICLE IX – ENVIRONMENTAL

Section 9.1 Baseline Assessment. An environmental site assessment shall be completed at commencement of the lease to establish baseline conditions.

Section 9.2 Developer Responsibility. Developer shall be responsible only for contamination introduced or exacerbated during its occupancy.

Section 9.3 Indemnification. Developer shall indemnify Landlord for claims arising directly from Developer's acts or omissions.

ARTICLE X – INSURANCE AND INDEMNIFICATION

Section 10.1 Insurance. Developer shall maintain general liability insurance in the coverages and limits as reasonably required by Landlord, including commercial general liability of not less than one million dollars (\$1,000,000) per occurrence, hangar keeper's liability, automobile liability for operations on the airfield and workers' compensation.

Section 10.2 Additional Insureds. The Airport, Logan City, and Cache County shall be named as additional insureds.

Section 10.3 Indemnification. Developer shall indemnify and hold harmless Landlord from all claims arising from Developer's negligent acts or omissions. Developer shall not be responsible for claims arising from the negligent acts or omissions of Landlord.

ARTICLE XI – FINANCING RIGHTS

Section 11.1 Leasehold Financing. Developer may mortgage, assign, or otherwise encumber its leasehold interest to secure financing.

Section 11.2 Lender Protections. Landlord shall provide notice and cure rights to any leasehold mortgagee prior to termination of this Agreement.

Section 11.3 Non-Disturbance. Landlord shall execute non-disturbance and attornment agreements in favor of Developer's lender, ensuring that the leasehold mortgage shall not be disturbed provided the lender cures defaults in accordance with this Agreement.

ARTICLE XII – DEFAULTS AND REMEDIES

Section 12.1 Events of Default. (a) Failure to pay rent when due, subject to a ten (10) day cure period; (b) Failure to perform any other obligation hereunder, subject to a thirty (30) day cure period.

Section 12.2 Materiality. No default shall result in termination unless such default materially impairs Airport operations or materially breaches FAA Grant Assurances.

Section 12.3 Remedies. In the event of an uncured default, Landlord may terminate this Agreement and repossess the Premises, whereupon all improvements shall revert to the Airport in accordance with Article VIII.

ARTICLE XIII – MISCELLANEOUS

Section 13.1 Force Majeure. Except for the obligation to make payments when due hereunder, all other obligations under this Agreement shall be suspended for so long as one or both parties hereto are prevented from complying with the provisions hereof by acts of God, the elements, riots, war, acts of Federal, state or local governments, agencies or courts, strikes, lock-outs, damage to or destruction or unavoidable shut-down of necessary facilities, or other matters beyond their reasonable control (specifically excluding, however, matters of mere financial exigency); provided, however, that any party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof and shall exercise all due diligence to remove and overcome the cause of such inability to comply as soon as practicable.

Section 13.2 Notices. Any notice, election, payment, report or other correspondence required or permitted hereunder shall be deemed to have been properly given or delivered when made in writing and (a) delivered personally to the party to whom directed, (b) when sent by United

States mail with all necessary postage or charges fully prepaid, return receipt requested and addressed to the party to whom directed at its below specified address, or (c) when transmitted by email and/or telephone facsimile to the party to whom directed at the below specified email and/or fax number, unless subsequently changed or updated by the party. Any party may at any time change its address, email or fax number for purposes of this Agreement by giving written notice of such change of address to all other parties.

If to Landlord, then to: If to Tenant, then to:

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Section 13.3 Further Instruments. The parties agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

Section 13.4 Waiver. A waiver by any party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

Section 13.5 Paragraph Headings. The paragraph headings of this Agreement are inserted only for convenience and in no way define, limit or describe the scope or intent of this Agreement nor affect its terms and provisions.

Section 13.6 Governing Law. This Agreement, and all matters relating hereto, including any matter or dispute arising out of the Agreement, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

Section 13.7 Amendments. This Agreement may be amended at any time upon unanimous agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

Section 13.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

Section 13.9 No Third Party Beneficiaries. The parties hereto understand and agree that this Agreement is entered into by and among themselves for their sole and exclusive benefits and no

rights in any third parties is intended to be granted or extended hereunder and no third party shall have the right to assert any claim or right by reason of this Agreement.

Section 13.10 Quiet Enjoyment. Developer shall have quiet enjoyment of the Premises subject to compliance with this Agreement.

Section 13.11 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

Executed as of the date first written above.

Landlord: Logan-Cache Airport Authority

By: _____

Title: Board Chair

Tenant/Developer: Hangar Development LLC

By: _____

Title: _____

Exhibits

Exhibit A – ALP Overlay (Taxi Lane Lima F and adjacent hangars)