

**MINIMUM STANDARDS AND REQUIREMENTS
FOR THE CONDUCT OF
AERONAUTICAL BUSINESS
AT
LOGAN - CACHE AIRPORT**

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Section 1 GENERAL

1. Introduction

The Logan-Cache Airport is in the heart of Cache Valley. The region has been called one of the nation's most livable areas for families for a number of factors, including its low crime and drug/alcohol rates, good public schools, quality of health care, clean environment, affordable cost of living, strong economic growth, access to colleges, and many outstanding activities for both families and singles.

A further aspect of the Cache Valley region is that it has an excellent environment for business and economic growth. Utah State University and Bridgerland College provide thousands of talented, trained and productive employees, many of whom stay in Cache Valley after graduation.

These factors have contributed to a very positive growth and economic picture for the Logan-Cache Airport. The Airport is located on approximately 750 acres of land surrounded by an additional 3,000 acres that can be used for industrial or business development. Two runways serve the Airport. Runway 17-35 is 9,025 feet long and 100 feet wide and is of asphalt construction. The runway is capable of 60,000 pounds for dual wheel gear. Runway 28-10 is 5,005 feet long and 75 feet wide. Weight capability is 12,000 pounds for single wheel gear.

The airports terminal area is located on the west side of the airfield complex, and is comprised of fixed base operator facilities, hangars, T-hangars, aircraft aprons, electrical vault, fuel storage, as well as other miscellaneous structures, offering a complete line of aviation services.

The Logan-Cache Airport Authority (hereinafter referred to as the "Authority") is responsible for the administration of Logan-Cache Airport, Logan, Utah (hereinafter referred to as "Airport"). In order to foster, encourage, and ensure the continued positive economic growth and orderly development of aviation and related aeronautical activities at the Airport, by insuring adequate aeronautical services and facilities to the users of the Airport, has established certain standards and requirements for Commercial/General Aviation Operators (hereinafter referred to as the "Operator") at the Airport; as herein provided.

The following sections set forth the Minimum Standards and Requirements for a person or persons, partnership, company, trust or corporation (hereinafter referred to as "Person"), based upon and engaging in one or more Commercial Aeronautical Services and Operations at the Airport. These Minimum Standards and Requirements are not intended to be all inclusive as the Operator of a commercial venture who is based on the Airport will be subject additionally to applicable Federal, State and local laws, codes, ordinances and other similar regulatory measures, including Airport Rules and Regulations pertaining to all such activities.

A written agreement, properly executed by the Authority and the Operator, is a prerequisite to tenancy on the Airport and both the written agreement and tenancy are prerequisites to the commencement thereon of any of the Commercial Aeronautical Services and Operations herein contained and specified. The contract provisions, however, will be compatible with the Minimum Standards herein contained and will not change or modify the minimum standards and requirements themselves. These Minimum Standards and Requirements may be included as part of all leases between the Authority and any Person desiring to be based on the Airport and engage in any commercial aeronautical services and activities. Information relative to rentals, fees and charges applicable to the aeronautical services included herein will be made available to the prospective commercial operator by the official representative of the Airport (hereinafter referred to as "Airport Manager") at the time of application or during the contract negotiations.

A current copy of these "Minimum Standards and Requirements" will be provided to any operator who requests them. A current copy will be maintained on the Airport Web Site.

These Minimum Standards may be revised as conditions may require and will be reviewed yearly by the Airport Manager and the Authority for recommended changes. These Minimum Standards may be supplemented and amended by the Authority, from time to time, and in such manner and to such extent as is deemed proper. Provided that prior to any amendment or supplement to these Minimum Standards, all Operators at the Airport will be given written notice of the proposed amendments and/or supplements and a hearing will be held, not less than ten (10) nor more than thirty (30) days after the date of said written notice, at which time any Operator may appear, in person or by counsel, and state his/her objection, if any, to such proposed amendments and/or supplements, provided further that no such amendments or supplements shall affect any contractual relationship presently existing between the Authority and Operators. After modification of these Minimum Standards, any existing lease, contract, or agreement may be terminated or canceled pursuant to the terms of the agreement unless the parties are willing to codify the agreement to be consistent with modified Minimum Standards.

2. Statement of Policy

A fair and reasonable opportunity, without discrimination, shall be accorded to all applicants to qualify and compete in a public bid process for available airport facilities and the furnishing of selected aeronautical services subject, however, to the Minimum Standards and Requirements as established by the Authority and set forth herein for Commercial Aeronautical Services and Activities at the Airport.

Contingent upon its qualifications, its meeting the established Minimum Standards, the execution of a written agreement with the Authority, and the payment of the prescribed rentals, fees and charges, the Operator shall have the right and privilege of engaging in and conducting the activity or activities selected by it on the Airport as specified by the written contract. The granting of such right and privilege, however, shall not be construed in any manner as affording the Operator an exclusive right of use of the premises and facilities and the Airport, other than those premises which may be leased exclusively to it, and then only to the extent provided in a written agreement. The Authority reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable Federal, state and local laws, ordinances, codes, minimum standards and other regulatory measures pertaining to such use. The Authority further reserves the right to designate the specific Airport areas in which the individual or a combination of, aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands and improvements available for such purpose, consistent with the orderly and safe operation of the Airport.

3. Commercial/General Aviation Operator

The following requirements are generally applicable to all Commercial and General Aviation Operators doing business at the Logan-Cache Airport. Additional requirements for specific types of operations follow later in this document.

A Commercial/General Aviation Operator may be classified as either a Fixed Base Operator (FBO) or an Aviation Shop Operator (ASO). A Fixed Base Operator must provide the commercial aeronautical activities as set forth in Section 3 of this document. An Aviation Shop Operator (ASO) may provide one or more of the activities or services as set forth in Section 2 of this document.

The Authority recognizes also that some Operators may not want to offer a full line of services that a Fixed Base Operator offers. Aviation Shop Operators are encouraged to be tenants of Fixed Base Operators. If suitable permanent facilities cannot be obtained in this manner, the Aviation Shop Operator may construct his/her own facility in the area designated on the Airport upon land leased from the Authority. The terms of the lease will be determined and the Authority and Logan City shall approve plans and specifications. All commercial businesses shall be subject to Logan-Cache Airport Rules and Regulations.

4. Contents of Business Application

The prospective Operator shall submit an official application to the Airport Manager at the time of his/her application including the following information and, thereafter, the Authority may request additional information. As a public facility, the Logan City Corporation and Cache County Corporation have an obligation to provide reasonable safeguards to insure that their promotional efforts, and licensing of various businesses or activities at the Logan-Cache Airport are in compliance with the Airports Master Plan and other applicable planning documents, and do not damage the Airports overall revenue production capacity, compromise safety or operational efficiency, or otherwise degrade the airports ability to provide viable business and development opportunities, and necessary customer services to airport users and the general public.

As a prerequisite to the granting of an operation privilege on the Airport, the Prospective Operator must submit a detailed description of its justification for establishing a new business, the scope of the intended operation, and the means and methods to be employed to accomplish the contemplated Operation Standards and Requirements, in order to provide high quality service to the aviation and general public in the Airport air service area, including but not limited to, the following:

A. Purpose and Need Justification

The prospective Operator must provide a comprehensive statement, satisfactory to the Authority, identifying the purpose of the new business being applied for, and providing adequate justification and need for such new business on the Logan-Cache Airport. Elements of said justification shall include, but not be limited to the following:

1. Provide a description of the proposed operation or business, including the names and addresses of principals involved that establishes it as an FBO or ASO "aviation business" normal to the operations of, and compatible with the normal daily operations of the Logan-Cache Airport.
2. Utilizing demographic information applicable to the Logan-Cache Airport, show areas of un-met demand, or service levels not currently being provided by established airport operators. This justification should include a Market Analysis showing current levels of airport business, and projected future levels that would

allow the establishment of new operators without compromising over-all business revenues currently being received by the Authority from the operation of Logan-Cache Airport.

3. Demonstrate a need for a new operator by discussing how you're proposed new operation will address those un-met demands or service levels to the benefit of the Logan-Cache Airport, airport users and the public.
4. Provide a comprehensive Business Plan acceptable to the Authority, utilizing the above information, to show the financial viability and long-term projections of the proposed operation, its benefits to the Authority, and its compatibility with other businesses and operators at the Logan-Cache Airport. The Business Plan should further establish that the proposed new operation is capable of a successful operation based on development of excess or currently un-met market demand for goods and services, and future potential, as opposed to simply attempting to capture portions of the current market being serviced by existing operators.
5. Justification for the proposed location of the new operation must show that normal operations and associated ground and aircraft traffic will not conflict with, or compromise the safety and efficiency of airport operations, or adjacent business of the Logan-Cache Airport.
6. Location and development of any new operation and/or business must comply with the Logan-Cache Airport Master Plan, and any other Authority planning document addressing current and future land uses on the proposed business location at the Logan-Cache Airport.
7. Provide a general dissertation indicating why the proposed operation and its associated development represents the "highest and best" utilization of the specific property identified for your development, and its specific benefits to the Authority and Airport, other businesses and operators located on the Airport, airport users and the general public.
8. Name, address and telephone number of the applicant.
9. The requested or proposed date for commencement of the activity and the term of conducting the same.
10. The services to be offered.
11. The amount, size and location of land to be leased.
12. The size and position of the building space to be constructed or leased.
13. The number of aircraft to be provided (as applicable).
14. The number of persons to be employed and their qualifications.
15. The hours of proposed operation (full time requirements desired).
16. The number and types of insurance coverage to be maintained.

B. Financial and Managerial Responsibility and Capability

The prospective Operator must provide a statement, satisfactory to the Authority that establishes his /her financial responsibility from a bank or trust company or from such other source that may be acceptable to the Authority and readily verified through normal banking channels. The prospective Operator must also demonstrate financial capability to initiate operations and for the construction of improvements and appurtenances that may be required commensurate with the concept of the proposed operation, or operations, and shall also indicate his/her ability to provide working capital to carry on the contemplated operations, once initiated. The demonstration of Financial and Managerial capability will include a cash flow and profit and loss projection for the first five years, or other acceptable length of time, of the proposed operation.

C. Experience

The prospective Operator shall furnish the Authority with a statement of his/her past experience in the specified aviation services to be supplied by him on the Airport along with any required license or certifications.

5. Minimum Standards and Limitations

A. Requirement of a Written Agreement

Prior to the commencement of operations, the prospective Operator will be required to enter into a written agreement with the Authority, which agreement will recite the terms and conditions under which he will operate his/her business on the Airport, including but not limited to, the term of agreement; the rentals, fees and charges, the rights, privileges and obligations of the respective parties; and other relevant covenants. It should be understood, therefore, that neither the conditions therein contained nor those set forth on these Minimum Standards and Requirements represent a complete recitation of the provisions to be included in the written agreement. Such contract provisions, however, will neither change nor modify the Minimum Standards and Requirements, nor be inconsistent therewith.

B. Airport Development Standards

Prior to the approval of any operation, the prospective Operator will be required to comply with Logan City planning and building codes. The purpose of this requirement is to provide a documented basis for directing and evaluating the planning, engineering, and architectural design of ramp, building, hangar or other facilities to be constructed by the prospective operator.

C. Personnel

The Operator shall have in his/her employ, and on duty during operating hours, trained personnel in such numbers as are required to meet the Minimum Standards and Requirements set forth, in an efficient manner, for each aeronautical service being performed. The Operator shall provide a responsible person in the office to supervise the operations in the leased area on the Airport and with authorization to represent and act for and on behalf of, the Operator during all business hours.

All personnel hereinafter required to hold Federal Aviation Administration certificates and ratings shall maintain such certificates and ratings, as they are required.

D. Insurance

The Operator shall procure, maintain, and pay premiums, during the term of his/her agreement, for insurance of the types and in the minimum limits set forth in the written agreement between the Authority and the Operator for the respective categories of aeronautical services. The insurance company, or companies, writing the required policy, or policies, shall be licensed to do business in the State of Utah, and be rated at least "A" by the Best Rating Guide. Where more than one aeronautical service is proposed, the minimum limits will vary depending upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. For example, if three (3) activities are chosen, it would not be necessary for the Operator to carry insurance policies providing the aggregate or combined total of the minimum limits for each type of operation; however, if one of the selected activities required passenger liability coverage or hangar keeper's liability not required in either of the other two (2) categories, the Operator would be required to provide insurance on the applicable exposures. As a further example, the minimum limit for property damage on a combination of activities would be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of services will be discussed with the prospective Operator at the time of his/her application or otherwise during lease negotiations.

All insurance, which the Operator is required by the Authority to carry and keep in force, shall indemnify The Logan-Cache Airport Authority, and all Airport personnel and officers as additional insured. This policy shall apply to sub-tenants of any airport operator, as well as to the primary airport tenant. The Operator shall furnish evidence of his/her compliance with this requirement to the Airport Manager with proper certification that such insurance is in force, and will furnish additional certification as evidence of changes in insurance not less than ten (10) days prior to any such change, if the change results in a reduction. In the event of cancellation of coverage, thirty (30) days prior notice of cancellation shall be conveyed to the Airport Manager by the underwriter, and ten (10) days for non-payment of premium. Operators insurance shall be primary to any insurance of the Logan-Cache Airport Authority, and Logan-Cache Airport, and its insurance shall be excess and non-contributing. Current proof of insurance shall be provided throughout the lease term.

The applicable insurance coverage shall be in force during the period of any construction of the Operator's facilities and/or prior to his/her entry upon the Airport for the conduct of his/her business.

The Operator shall also furnish evidence of his/her compliance with the Utah Statutes with respect to Worker's Compensation and Unemployment Insurance (where applicable).

Any Operator, who by nature of its size, has become self insured, shall furnish evidence of excess insurance and shall hold the Authority and assigns harmless in the event of any claims or litigation arising out of its operation on the Airport.

E. General Requirements and Conditions

1. Physical Facilities

- a. The minimum space requirements as hereinafter provided shall be satisfied with land and building(s).
- b. The operator shall provide detailed plans of any proposed facility acceptable to the Authority and Logan City prior to the commencement of any construction or subsequent business operations.

2. Rental Rates and Fees Schedule

A summary of all current lease rates, fees and terms are listed in Attachment IV.

3. Other

The Operator shall maintain the pavement constructed by the Operator. The maintenance of the interior of the building, utility costs, and trash removal shall be the Operator's responsibility. Utility line maintenance outside the Operator's delineated property boundary shall be the Authority's responsibility. Grass mowing and landscape maintenance within the Operator's leased area shall be the Operator's responsibility.

4. Safety Obligation

The Operator shall be solely responsible, and shall conduct work in such manner as to protect the Authority and other persons from accident and injury, and in such a manner as to avoid damage to property, adjacent properties, or any improvements, or personal property located thereon. The Operator shall practice safety at all times, and shall comply with all State and Federal OSHA, health, environmental, and safety regulations, rules and laws.

The Authority makes no representations or warranties with respect to the condition of the property, or for the accuracy or completeness of any information provided by the Authority with respect thereto. Any harm or injury to the Operator, Operator's employee's, agents, sub-contractors, or any other persons performing any portion of the work under an agreement with the Operator that is, or may be attributable to the condition of the property, including with limitation, the condition of improvements thereon shall be the sole responsibility of, and at the sole risk of the Operator.

F. Motor Vehicles on Airport

The Operator will control the transportation of pilots and passengers of transient aircraft using the Operator's facilities and services and in the conduct of the Operator's office to the Operator's aircraft apron tie down area(s).

The Operator or any other person utilizing this service with motor vehicles driven on the Airport Operating Area (AOA), taxiways, ramp area, shall do only in strict accordance with the Airport Rules and Regulations, applicable Federal, State, and municipal laws, ordinances, and codes or other similar regulatory measures now in existence or as may be hereafter modified or amended. The Operator shall procure and maintain for any motor vehicles operated on the Airport, proper Motor Vehicle Liability Insurance in the amount specified in the written agreement.

All vehicles shall display company identification placards and a rotating beacon (amber light) as required by the current FAA FAR Part 139 regulations.

G. General Lease Clause

These lease clauses shall be contained as a minimum in all leases between the Authority and the Operator engaged in any aeronautical service on the Airport.

1. Non-Discrimination - Premises to be operated for use and benefit of the public.

The Operator agrees to operate the premises leased for the use and benefit of the Public:

- a. To furnish good, prompt and efficient service, adequate to meet all demands for its service at the Airport.
- b. To furnish said service on a fair, equal and non-discriminatory basis to all users thereof.
- c. To charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

The Operator, his/her agents, and employees will not discriminate against any person or class of persons by reason of race, color, creed, sex, age or national origin in providing any services or in the use of its facilities provided for the public in any manner prohibited by Part 15 of the Federal Regulations.

2. Aircraft Service by Owner or Operator of Aircraft

No right or privilege granted herein shall serve to prevent persons operating aircraft on the Airport from performing any services on their own aircraft with their own regular employees (including, but not limited to, maintenance and repair); provided that safety procedures and regulations in the Airport Rules and Regulations and Hangar Lease Agreements are abided by.

3. Non-Exclusive Rights

Nothing herein contained shall be construed to grant otherwise or authorize the granting of an exclusive right, except as to the areas to be occupied by the Operator, which areas shall be for the Operator's exclusive use.

4. Airport Development

The Authority reserves the rights to further develop or improve the landing area of the Airport as it sees fit without unreasonable interference or hindrance. If the physical development of the Airport requires the relocation of Operator owned facilities, the Authority agrees to provide a comparable location without any unreasonable interruption to the Operator's activities, and agrees to relocate all Operator owned buildings or provide similar facilities for the Operator at no cost to the Operator.

5. Rights of Logan/Cache Airport

The Authority has the right (but shall not be obligated to the Operator) to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport together with the right to direct and control all activities of the Operator in this regard.

6. Airport Obstructions

The Authority reserves the right to take any action it considers necessary to

protect the aerial approaches of the airport against obstruction, together with the right to prevent the Operator from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Authority, could constitute a hazard to aircraft.

7. Subordination

Any lease, adopting these Minimum Standards shall be subordinate to the provisions of any existing or future agreement between Authority and the United States, relative to the operation or maintenance of the Airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of Federal funds for the development of the airport. This subordination includes but is not limited to the right of the Authority, during times of war or national emergency, to lease the landing area, or any part thereof, to the United States for military or naval use, and if any such lease is made; the provisions of any contracts or leases with such Operators shall be suspended.

8. Compliance with Laws, etc.

The Operator shall at all times comply with the Airport Rules and Regulations, Minimum Standards, Federal, State and municipal laws, ordinances, codes and other regulatory measures now in existence, or as may be hereafter modified or amended, applicable to the specific type of operation contemplated by him. The Operator shall procure and maintain during the term of the agreement all licenses, permits and other similar authorizations required for the conduct of his/her business operations.

Failure to comply with applicable laws, rules and regulations, or other lease provisions may be basis for termination of operators lease and/or operating agreement at the discretion of the Authority.

9. Termination

Upon the expiration or other termination of any agreement, the Operator's rights to the premises, facilities, other rights, licensed service and privileges granted in the agreement shall cease, and the Operator shall, upon such expiration or termination, immediately and peacefully surrender such.

10. Assignment

All covenants, stipulations and provisions in the agreement to be entered into shall extend to and bind the legal representatives, successors and assigns.

11. Proprietary Exclusions

As outlined in Department of Transportation Federal Aviation Administration Advisory Circular 150/5190-2A, Exclusive Rights at Airports, Logan-Cache Airport Authority, which owns and operates the Logan-Cache Airport may engage in any proprietary aeronautical activity and deny the same right to others without violating FAA policy. This means that the Authority may provide aeronautical services on an exclusive basis but only if it uses its own employees and resources.

12. Right to Audit Agreement

The Logan-Cache Airport Authority reserves the right to audit the agreements of operators on Logan-Cache Airport to verify compliance with all minimum standards, laws, ordinances, and other lease agreement provisions, on at least an annual agreed upon anniversary date, or for cause.

H. Subleases

In the event an Operator desires to sublease to another company to provide one of more Commercial Aeronautical Services and Activities, the following conditions will apply:

1. Obtain prior written approval from the Authority to sublease.
2. Pay the Authority additional fees, which will be negotiated if the sublease is greater than the lease.

SECTION 2: AVIATION SHOP OPERATORS

Aviation Shop Operators (ASOs) shall consist of one or more of the following services and activities and comply with the Minimum Standards described in this Section.

1. Avionics, Instrument and Propeller Repair

A. General

An Avionics, Instrument or Propeller Repair Facility Operator is an entity engaged in the business of and providing a facility for the repair of aircraft radios and electrical systems, instruments, propellers and other accessories of the type repaired.

Note: Mechanical personnel without affiliation with an existing FBO or ASO organization may perform work on the airfield. Such must be identified to the Airport Manager before performing work and provide authorizing FAA licenses, insurance documentation and work location on the airfield.

B. Minimum Standards

1. Ground Space Requirements

The ASO shall lease from the Authority an area of land to erect a building (or sublease from an FBO or ASO with the approval of the Authority) appropriate facilities sufficient to accommodate the business, and related aircraft and public parking requirements. The layout and configuration of such facilities may be negotiated with the Authority. Final approval by the Authority is required prior to implementation or prior to any service.

2. Scope of Services

- a. Hours of operation will be determined by the business with responsible personnel available to be contacted by phone.
- b. Operator shall have sufficient trained personnel to effectively conduct business, and meet the requirements of the Federal Administration with ratings appropriate to the work being performed.

3. Insurance Coverage

Operator shall provide certificates of insurance providing the coverage and in the amounts specified in the "Schedule of Minimum Insurance Requirements".

2. **Airframe and Power Plant Repair and Maintenance**

A. General

An Airframe and Power Plant Repair Facility Operator is an entity that holds applicable certificates and ratings from the FAA and which provides one or a combination of airframe and power plant repair services. This category of service will also include the sale of aircraft parts and accessories.

Note: Mechanical personnel without affiliation with an existing FBO or ASO organization may perform work on the airfield. Such must be identified to the Airport Manager before performing work and provide authorizing FAA licenses, insurance documentation and work location on the airfield.

B. Minimum Standards

1. Ground Space and Improvements

The ASO shall lease from the Authority an area of land to erect a building (or sublease from an FBO or ASO with the approval of the Authority) appropriate facilities sufficient to accommodate the business, and related aircraft and public parking requirements. The layout and configuration of such facilities may be negotiated with the Authority. Final approval by the Authority is required prior to implementation prior to any service.

2. Scope of Services

- a. Hours of operation will be determined by the business with responsible personnel available to be contacted by phone.
- b. Operator shall provide sufficient trained personnel to effectively conduct business, and meet the requirements of the Federal Administration with ratings appropriate to the work being performed.
- c. Operator desiring to offer aircraft painting services shall provide a separate enclosed painting area of sufficient size to accommodate the largest anticipated aircraft to be painted. Such facility shall be required to meet all current and future local, state and Federal industrial and fire codes, which pertain to this type of facility and operation.

3. Insurance Coverage

Operator shall provide certificates of insurance providing the coverage and in the amounts specified in the "Schedule of Minimum Insurance Requirements".

3. Flight Instruction

A. General

This category of Operator is a person or persons, firm or corporation engaged in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, in land or sea aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories or pilots' licenses and ratings involved. The scope of services offered under this category is subject to final approval by the Authority.

Note: Flight Instructors without affiliation with an existing FBO or ASO organization may provide ground and flight instruction on the airfield. These individuals must be identified to the Airport Manager before instructing and provide authorizing FAA licenses, insurance documentation and work location on the airfield.

B. Minimum Standards

1. Ground Space and Improvements

- a. The ASO shall lease from the Authority an area of land to erect a building (or sublease from an FBO or ASO with the approval of the Authority) appropriate facilities sufficient to accommodate the business, and related aircraft and public parking requirements. The layout and configuration of such facilities may be negotiated with the Authority. Final approval by the Authority is required prior to implementation prior to any service.

2. Scope of Services

- a. Operator shall have available for use in flight training either owned or under written lease to Operator, a sufficient number of aircraft properly certificated and airworthy to handle the proposed scope of the training operation.
- b. Hours of operation will be determined by the business with responsible personnel available to be contacted by phone.

3. Insurance Coverage

Operator shall provide certificates of insurance providing the coverage and in the amounts specified in the, "Schedule of Minimum Requirements".

4. Collegiate Aviation Program

A. General

A collegiate Aviation Program is an aviation program associated with an accredited university or college. The function of this category of operator is to provide education and training towards a post-secondary degree in the field of aviation. Services offered under this category include: training related to the emphasis of study of the associated aviation program, all periphery functions associated with the aviation training conducted under this

category, recruitment activities for the program, aviation services for the college or university with which the operator is associated, and community service.

B. Minimum Standards

Operator must hold valid, current and appropriate Federal Aviation Administration Operator's Certificates where such certificates are required. Operator must provide, as a minimum, the following:

1. Ground Space and Improvements

- a. The ASO shall lease from the Authority an area of land on which to be erected a building (or sublease from an FBO or ASO with the approval of the Authority) appropriate facilities sufficient to accommodate the business, and related aircraft and public parking requirements. The layout and configuration of such facilities may be negotiated with the Authority. Final approval by the Authority is required prior to implementation or prior to any service.

2. Scope of Services

- a. Hours of operation will be at the discretion of the operator to meet its program needs and requirements.
- b. Operator shall provide sufficient trained personnel to effectively conduct business, and meet the requirements of the Federal Administration with ratings appropriate to the work being performed. Operator will have at least one full-time employee associated with the airport operations of the collegiate aviation program. This employee will have an office at the airport where the employee will spend at least 50% of normal operating hours each week. For the hours when this employee is not physically at the airport, operator will provide the Authority contact information for full-time faculty within the aviation program at the associated university or college.
- c. Operator shall maintain in a satisfactory condition sufficient equipment to accomplish the education and training conducted by the operator.

3. Insurance Coverage

Operator shall provide certificates of insurance providing the coverage and in the amounts specified in the, "Schedule of Minimum Requirements".

5. Aircraft Charter and Air Taxi Service

A. General

An Aircraft Charter (Commercial Operator) and an Air Taxi Operator is a person or persons, firm or corporation engaged in the business of providing air transportation (persons or property) to the public for hire, either on a charter basis or as an Air Taxi Operator, as defined by the Federal Aviation Administration.

B. Minimum Standards

1. Ground Space and Improvements

The ASO shall lease from the Authority an area of land to erect a building or sublease from an FBO or ASO with the approval of the Authority) appropriate facilities sufficient to accommodate the business, and related aircraft and public parking requirements. The layout and configuration of such facilities may be negotiated with the Authority. Final approval by the Authority is required prior to implementation prior to any service.

2. Scope of Services

- a. Operator shall have available for charter and air taxi an appropriate number of aircraft, which must meet the requirements of the Air Taxi Commercial Certificate established by the Federal Aviation Administration, including instrument operations. The Aircraft may either be owned or under written lease to the Operator.
- b. Hours of operation can be determined by the business. Responsible personnel must be able to contacted by phone during normal business hours.
- c. Operator shall have and provide evidence of appropriate Federal Aviation Administration Certificate for Air Taxi and/or Air Charter Operations.

3. Insurance Coverage

Operator shall provide certificates of insurance providing the coverage and in the amounts specified in the "Schedule of Minimum Insurance Requirements".

6. Aircraft Sales (New and/or Used)

A. General

An Aircraft Sales Operator is a person engaged in the sale of new and or used aircraft through a franchise, licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repair, services and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by it.

B. Minimum Standards

1. Ground Space Improvements

The ASO shall lease from the Authority or (sublease from an FBO or ASO with the approval of the Authority) an area of land on which to erect a building or appropriate facilities sufficient to accommodate the business, and related aircraft and public parking requirements. The layout and configuration of such facilities may be negotiated with the Authority. Final approval by the Authority is required prior to implementation or providing services.

2. Scope of Services

- a. Operator shall provide or have available on call, sufficient aircraft of each model offered for sale, for the purpose of demonstration.
- b. Operator shall employ, or have available on call, a sufficient number of pilots with commercial, instrument and instructor ratings, who shall be current in all models to be demonstrated.
- c. Hours of operation will be determined by the business with responsible personnel available to be contacted by phone.

3. Insurance Coverage

Operator shall provide certificates of insurance providing the coverage and in the amounts specified in the "Schedule of Minimum Insurance Requirements".

7. **Aircraft Rental**

A. **General**

An Aircraft Rental Operator is a person or persons, firm or corporation engaged in the rental of aircraft to the public.

B. **Minimum Standards**

1. Ground Space and Improvements

The ASO shall lease from the Authority or (sublease from an FBO or ASO with the approval of the Authority) an area of land on which to erect a building or appropriate facilities sufficient to accommodate the business, and related aircraft and public parking requirements. The layout and configuration of such facilities may be negotiated with the Authority. Final approval by the Authority is required prior to implementation or providing services.

2. Scope of Services

- a. Operator shall have available for rental, either owned or under lease to the operator, a sufficient number of aircraft properly certificated to handle the proposed scope of operation, but not less than one (1) certified and currently airworthy aircraft.
- b. Hours of operation will be determined by the business with responsible personnel available to be contacted by phone.

3. Insurance Coverage

Operator shall provide certificates of insurance providing the coverage and in the amounts specified in the "Schedule of Minimum Insurance Requirements".

8. **Commercial Flying Club**

A. Minimum Standards

1. Ground Space and Improvements

The ASO shall lease from the Authority an area of land to erect a building or sublease from an FBO or ASO with the approval of the Authority) appropriate facilities sufficient to accommodate the business, and related aircraft and public parking requirements. The layout and configuration of such facilities may be negotiated with the Authority. Final approval by the Authority is required prior to implementation prior to any service.

2. Scope of Service

- a. Operator shall have available for use in its service, either owned or under written lease to Operator, at least 1 (one) certificated and currently airworthy aircraft.
- b. If Operator conducts flight training, it shall have in its employ or as members sufficient flight instructors who have been properly certificated by the FAA.
- c. Hours of operation will be determined by the club with responsible personnel available to be contacted by phone.

3. Insurance Coverage

Operator shall have provided certificates of insurance providing the coverage and in the amounts specified in the "Schedule of Minimum Insurance Requirements".

9. Exempt Flying Clubs

A. General

To be exempt from the commercial requirements of the Standards, the following conditions must exist. Violation of such conditions shall be grounds for termination of exempt status.

1. Club must be a non-profit Utah corporation or partnership.
2. Each member must be a bonafide owner of the aircraft or be a member of the corporation or partner in the partnership or other organization. Membership shall carry reasonable investment, and minimum membership terms in the club for new members, and not be a short-term "convenience" membership for the purpose of circumventing commercial operator requirements of the Logan/Cache Airport.
3. Club may not derive a profit from the operation, or maintenance of its aircraft.
4. Club aircraft will not be used by other than bonafide members for rental and by no one for commercial operations.
5. Operator shall file a copy of its By Laws, Articles of Association, Partnership or other documentation supporting its existence, and shall keep current with

the Airport Manager a complete list of the Club's Membership including names of Officers and Directors.

10. **Non-Exempt Flying Clubs**

Non Exempt Flying Clubs shall be considered Commercial Aeronautical Activities and shall meet the Standards established for Commercial Flying Clubs.

11. **Specialized Commercial Aeronautical Activities**

A. **General**

A Specialized Commercial Flying Services Operator is a person or persons, firm or corporation engaged in air transportation for hire for the purpose of providing the use of aircraft for the activities listed below:

1. Nonstop sightseeing flights that begin and end at the same airport within a 25-mile radius of the airport
2. Aerial photography or survey
3. Fire fighting
4. Power line or pipeline patrol and fish spotting
5. Crop spraying and dusting activities
6. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations

B. **Minimum Standards**

Determined by the Authority when needed,

12. **Commercial Airline Service**

Develop as needed.

SECTION 3: FIXED BASE OPERATORS

A Fixed Base Operator (FBO) is an entity, which maintains major facilities at the Airport for the purpose of conducting a combination of the following services:

1. **Required FBO Basic Services:**
 - a. Fueling, lubricating and basic maintenance services
 - b. Hard surface parking area for at least eight (8) aircraft
 - c. Separate waiting room or pilot lounge
 - d. Public rest rooms and telephone
 - e. Aircraft towing capability
 - f. Hangar storage sufficient to hangar four (4) aircraft

2. **The FBO is expected to provide at least two (2) other commercial services of the following listed:**
 - a. New and/or "Used" Aircraft Sales and/or Rentals
 - b. Aircraft Charter
 - c. Flight Instruction and Training
 - d. Aircraft Airframe and Engine Repair, Maintenance and Overhaul
 - e. Ground Handling of Air Carrier/Charter Aircraft

A Fixed Base Operator (FBO) shall meet the following Minimum Standards and Requirements for the services provided:

3. **General**
 - a. Minimum operating hours Monday through Saturday for eight (8) hours per day six (6) days a week, except for legal holidays.
 - b. FBO operating an aircraft engine, airframe and accessory maintenance facilities to the public for hire shall provide:
 - (i) In case of airframe and/or engine repairs, sufficient hangar space to house any aircraft upon which such service is being performed.
 - (ii) Suitable inside and outside storage space for aircraft awaiting repair or maintenance or delivery after repair and maintenance has been completed.
 - (iii) Adequate shop space to house the equipment and adequate equipment and machine tools, jacks, lifts and testing equipment to perform top overhauls as required for FAA certification and repair of parts not needing replacements on all single-engine land and light multi-engine land general aviation aircraft.
 - (iv) Proper equipment for repairing and inflating aircraft tires, servicing oleo struts, changing engine oil, facilities for washing and cleaning aircraft, recharging or energizing discharged aircraft batteries and starters.
 - (v) Adequate towing equipment and parking and tie down areas to safely and efficiently move aircraft and store them in all reasonably expected weather conditions.
 - (vi) At least one FAA certified airframe and power plant mechanic available during established business minimum operating hours.

- (c) FBO conducting flight-training activities shall provide:
 - (i) At least one full-time properly certificated flight instructor for single-engine land airplanes available during established business minimum operating hours.
 - (ii) At least one dual-equipped single-engine land aircraft properly equipped and maintained for flight instruction and such additional types of aircraft as may be required to give flight instruction of the kind advertised.
 - (iii) Adequate office and classroom space for at least ten (10) students with proper restroom and seating facilities.
 - (iv) Adequate mockups, pictures, slides, film strips or other visual aids necessary to provide proper ground school instruction.
 - (v) Properly certificated ground school instructors providing regularly scheduled ground school instruction.
 - (vi) Continuing ability to meet certification requirements of the FAA for the flight training proposed.
 - (vii) Adequate facilities for storing, parking, servicing and repairing all its aircraft or satisfactory arrangements with other operators licensed or otherwise permitted by the board on the airport for such services.

- (d) Persons conducting an aircraft charter and/or air taxi service shall provide:
 - (i) Passenger lounge, restroom and telephone facilities.
 - (ii) Adequate table, desk or counter for checking in passengers, handling ticketing or fare collection, and handling of luggage.
 - (iii) Suitable, properly certificated aircraft with properly licensed, certificated and qualified operating crew available to meet business needs.

- (e) Persons conducting an aircraft rental and sales activity shall provide:
 - (i) Suitable office space for consummating sales and/or rentals and the keeping of proper records in connection therewith.
 - (ii) Hangar storage space for at least one aircraft to be used for sales or rental.
 - (iii) For rental, at least one (1) airworthy aircraft suitably maintained and certificated.
 - (iv) Adequate facilities for servicing and repairing the aircraft or satisfactory arrangements with other operators licensed by the board on the airport for such service and repair.
 - (v) The minimum stock of readily expendable spare parts, or adequate arrangements for securing spare parts required for the type of aircraft and models sold.
 - (vi) Current up-to-date specifications and price lists for types and models of new aircraft sold.
 - (vii) Proper checklists and operating manuals on all aircraft rented and adequate parts catalogue and service manual on new aircraft sold.

Additionally, the FBO shall provide for the adequate and sanitary handling and disposal, away from the Airport, of all trash, waste and other materials, including but not limited to used oil, solvents and other waste. The piling of storage crates, boxes, barrels and other containers will not be permitted within the leased premises.

The FBO shall provide adequate tie down facilities and equipment, including restraining devices and wheel chocks, in a clean operable condition.

Personnel dispensing aircraft fuels and lubricants shall be trained in recognition of aircraft fuel tank markings, kinds and grades of aircraft fuels and lubricants, and safety precautions necessary for fuel handling. In all matters relating to aircraft fueling safety and servicing, all such service shall be provided and maintained in accordance with good maintenance practices and all applicable FAA, NFPA, and/or UDOT regulations.

Towing: FBO shall provide adequate towing equipment to safely and efficiently move aircraft.

4. **Fueling**

The Operator shall demonstrate, to the satisfaction of the Authority that satisfactory arrangements or agreements have been made with reputable aviation gasoline and lubricant distributors who will provide the Operator with an enforceable agreement to purchase fuel and oil in such quantities as are necessary to meet the requirements set forth herein. Aviation fuels and oils delivered to the Operator by a vendor will be considered by the Authority to be fuels and oils dispensed by the Operator under the purview of the minimum rental rates established as a part thereof.

Fueling and lubricating sales, and into plane delivery of aviation fuels, lubricants and other related petroleum products, shall be provided by the FBO during established minimum operating hours. Hours of operation may be seasonally adjusted with prior approval of the Airport Manager and shall be conspicuously posted. The FBO shall provide a 24-hour fueling capability (including "on call" service) to the customer or provide a self-serve fueling system that will accept alternative payment. The FBO shall provide at least one brand and two grades of aviation fuel, including 100 octane and Jet A. Mogas, which when provided, shall meet the designated FAA specifications type of fuel being provided and shall be supplied only to those aircraft that have been certified under the appropriate supplemental type certificate to use this fuel.

FBO shall have two metered filter equipped mobile dispensers for dispensing 100LL and Jet A from two fixed storage tanks and such fixed tanks having a minimum capacity of 10,000 (ten thousand) gallons each. All new fixed storage tanks must be located in master planned fuel farm areas in accordance with the FAA accepted Area Layout Plan (ALP). The FBO must utilize mobile dispensing trucks for delivery of fuel from fixed storage tanks, such trucks shall have a minimum capacity of 700 (seven hundred) gallons for 100 octane and 2000 (two-thousand) gallons for Jet A. Trucks shall be properly maintained, operated and equipped in accordance with applicable FAA, Logan/Cache Airport, Utah State regulations, local Fire Department and National Fire Protection Association recommendations, requirements and regulations. Separate dispensing pumps for each grade of fuel are required.

Fueling Inspections: The Airport Manager, under FAA Part 139.321 regulations, is required to inspect an FBO's fueling equipment and employee training records every 90 days for compliance. Findings of non-compliance issues may violate the operating lease of the Operator. A Letter of Correction or violation must be repaired no later than 30 days from the inspection date.

Fixed Self-Service Fueling stations shall be allowed at the sole discretion of the Logan-Cache Airport and must be located in areas that do not unduly effect normal ramp operations, or alter the airport master planned use. Self-Service Fueling stations must be maintained to the satisfaction of all applicable agencies,

including (but not limited to) FAA, Logan-Cache Airport Authority, National Fire Protection Agency, EPA, and Uniform Building Codes. Fixed Self Service stations shall only be operated by entities meeting the minimum standards required of a Fixed Base Operator. It is the sole responsibility of the operating entity to be aware of operating rules and restrictions and any failure to do so will result in revocation of the operator's right to operate any FBO related functions at the Logan Cache Airport. Mobile Self-Service facilities will not be allowed.

In conducting refueling operations, the FBO shall install and use adequate electrical grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguisher or other equipment commensurate with the hazards involved with fueling, de-fueling, and servicing aircraft. All FBO fueling services and systems shall be subject to inspection for fire and other hazards by the Airport Manager and the appropriate Federal, state and local fire agencies. The Airport Manager, under FAA Part 139.321 regulations, is required to inspect and FBO's fueling equipment and employee training records every 90 days for compliance. Findings of non-compliance issues may violate the operating lease of the Operator. Corrective action must be completed no later than 30 days from the inspection date. FBO shall meet all applicable fire codes: Federal, state and local laws, statutes, ordinances, rules and regulations pertaining to fire safety.

Fuel storage tanks shall be installed in a location consistent with the Airport Layout Plan and approved by the Authority and shall comply with applicable Uniform Building Code Standards, fire codes, City ordinances, Fire Department, recommendations of the National Fire Protection Association, and in accordance with Federal Aviation Administration Guideline for Part 139 or any other FAA guidelines as specified in the future. A spill prevention and cleanup plan shall be prepared and on file with the Airport Manager, and the Logan City Fire Marshal. Fuel storage tanks shall comply with requirements set out by the Environmental Protection Agency, FAA, State of Utah and the Fire Department including proof of liability and financial responsibility as required by the EPA. All plans and specifications for the fuel farm (including landscaping) shall be prepared and presented to the Authority and shall require the written approval of the Authority before any construction or installation may be undertaken.

The FBO shall, at its sole expense, maintain the fuel farm, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal to, or better than, in appearance and character, to other similar improvements on the Airport. The FBO shall repair all damages caused by its employees, patrons, or their operation thereon; shall maintain and repair all equipment thereon; and shall keep its premises safe, neat and in good physical condition.

For the purposes of maintaining a professional and inviting atmosphere and to reduce confusion to the flying public, FBO shall not actively flag or solicit aircraft or operators outside the bounds of the FBO's owned premises. Premises will consist of any permanent structures owned or leased by the FBO for the purpose of conducting FBO related activities (excluding fuel storage, or self service fueling facilities). Boundaries for "flagging" or soliciting will be described as follows: from the two corners of flight line side of the FBO's leased property extending at 45 degree angle toward the flight line and terminating at any taxi lanes encountered along that line. No "flagging" or solicitation will be allowed in aircraft movement areas at any time.

5. **Fuel Flowage Fee**

An aviation fuel flowage fee is imposed for all aviation fuels delivered into an aircraft at the Logan-Cache Airport, or delivered by any fixed base operator located at the airport, whether delivered at the airport or elsewhere. Charges for the fuel flowage fee shall be set pursuant to this document. Copies of all delivery tickets and purchase invoices will be provided to the airport manager by the delivering agent or the purchaser monthly within thirty (30) days following the actual delivery at which time the flowage fee will be due and payable to the Authority. Any purchaser or delivery agent shall furnish within five days, upon request, copies of all other records necessary to conduct an audit to determine compliance with this requirement. The funds derived there from shall be utilized solely for upkeep and improvement of the Airport and for costs involved in the regulation and administration of all aeronautical activities located in Logan City and Cache County. Said fee shall be accounted for in the budgets of the Authority and specifically allocated for the above-defined activities.

6. **Fuel Quality Requirements**

Fuel delivered shall be clean, bright, pure and free of microscopic organisms, water or other contaminants. Quality control of the fuel is the responsibility of the FBO. The Operator shall maintain current fuel reports on file and make them available for auditing at anytime by the Airport Manager, Authority, or the FAA. Fueling service by the FBO shall be in full compliance with FAA regulations, including proper fire protection and electrical grounding of aircraft during fueling operations. FBO shall provide proper equipment for repairing and inflating aircraft tires, servicing oleo struts, changing engine oil, washing aircraft and aircraft windows, and recharging or energizing discharges and aircraft batteries and starters.

7. **Aircraft Removal Support**

Recognizing that aircraft removal is the responsibility of the aircraft owner/operator, the FBO shall be prepared to lend assistance within 30 minutes upon request, or as soon as practical, in order to maintain the operational readiness of the Airport. The FBO shall prepare an Aircraft Removal Plan and have the equipment readily available that is necessary to remove the general aviation aircraft normally frequenting the Airport.

8. **Physical Changes to Premises**

In the event it becomes necessary to make physical changes on its premises, the FBO promptly shall make such changes and installations at its sole expense, subject to the approval of the Authority. Upon written notice by the Authority, the FBO shall be required to perform whatever reasonable maintenance the Authority deems necessary. If said maintenance is not undertaken by the FBO within 10 days after receipt of written notice, the Authority shall have the right to enter upon the demised premises and perform the necessary maintenance, the cost of which shall be borne by the FBO.

9. **Minimum Land and Improvements Required**

The minimum land to be leased for a Fixed Base Operation shall be negotiated with the Logan-Cache Airport and the Authority, and shall contain sufficient space to accommodate an appropriate number of aircraft.

On site auto parking space with sufficient accommodations for automobiles shall be provided.

All paving and buildings shall be of permanent construction and shall be in compliance with the design, material and landscaping requirements as determined by Logan City and FAA codes.

10. **Lease Terms and Conditions**

It is in the intention of the Authority to write a lease requiring the Fixed Base Operator to provide the preceding services. It is also the intention of the Authority that all leases be "Land Leases."

The following lease terms and conditions outlined below will be included in any new FBO "Land Lease" in addition to the standard provisions outlined previously:

- A. The FBO or Authority shall determine rates or charges for aircraft parking, tie down and storage. All such rates or charges shall be reasonable and be equally and fairly applied to all users of the service. All rates and charges shall be filed with the Airport Manager.
- B. The Operator shall at its own expense, pay all taxes and assessments against any building or any other structures placed on the premises and owned by them.
- C. All utilities are to be paid directly by the Operator.
- D. Maintenance of the entire leased area shall be the responsibility of the FBO. This includes the maintenance of all pavement areas as well as all buildings.
- E. All sublease agreements must receive prior written approval of the Authority.
- F. No oils, greases, detergents or other insoluble substances shall be placed in the sewage or drainage systems or on the ground; and all guidelines and regulations established by the Environmental Protection Agency or other Governmental, City or County entities shall be complied with at all times including but not limited to the installation of a grease and oil trap designed to catch all oils, greases, detergents, and other insoluble substances used in the maintenance and washing of the Operator's or the Operator's customers' aircraft; and the installation of said trap shall conform to the recommended specifications of the Environmental Protection Agency and Logan City.
- G. These Standards shall be an integral part of the lease agreement.
- H. FBO shall provide certificates of insurance and in the amounts specified in the "Schedule of Minimum Insurance Requirements".
- I. The Logan-Cache Airport Authority reserves the right with prior notification, to audit FBO Operators financial statements to assure compliance with contract terms and conditions.

11. **Airfield Access and Security**

Airfield access and airport security shall be maintained at all times in accordance with standards established and required by the Airport Authority, and the Federal Aviation Administration.

12. **Insurance Coverage**

The FBO shall provide certificates of insurance proving the coverage and in the amounts specified in the "Schedule of Minimum Insurance Requirements."

SECTION 4: AIR CARGO OPERATORS

1. **Air Cargo Operations**

A. **General**

An Air Cargo Operator is a person or persons, firm or corporation engaged in business of providing air transportation of cargo, freight and/or mail to the public for hire.

B. **Minimum Standards**

Operator must hold valid, current and appropriate Federal Aviation Administration Operator's Certificates and must provide, as a minimum, the following:

1. Ground Space Requirements and Improvements

- a. The ASO shall lease from the Authority an area of land to be erect a building or sublease from an FBO or ASO with the approval of the Authority) appropriate facilities sufficient to accommodate the business, and related aircraft and public parking requirements. The layout and configuration of such facilities may be negotiated with the Authority. Final approval by the Authority is required prior to implementation prior to any service. Satisfactory arrangements must be made by the Operator to comply with airport security standards.
- b. Operator will own or lease aircraft parking apron to accommodate parking and Servicing of company aircraft based on peak hour workload.

2. Scope of Services

- a. Hours of operation will be at the discretion of the operator. However, the Authority encourages full-time operation for commercial businesses on the airport.
- b. Operator will employ and/or contract with an on-airport FBO or ASO for into-plane delivery of fuel and lubricants plus normal aircraft servicing.

3. Insurance Coverage

Operator shall provide certificates of insurance providing the coverage's and in the amounts specified in the "Schedule of Minimum Insurance Requirements."

2. **Freight Forwarders**

Freight Forwarders owning or leasing facilities on the Airport must provide, as a minimum, the following:

1. Ground Space Requirements and Improvements

The ASO shall lease from the Authority an area of land on which to be erected a building (or sublease from an FBO or ASO with the approval of the Authority) appropriate facilities sufficient to accommodate the business, and related aircraft and public parking requirements. The layout and configuration of such facilities may be negotiated with the Authority. Final approval by the Authority is required prior to implementation prior to any service. Satisfactory arrangements must be made by the Operator to comply with airport security standards.

2. Scope of Services

Hours of operation will be at the discretion of the operator. However, the Authority encourages full-time operation for commercial businesses on the airport.

3. Insurance Coverage

Operator shall provide certificates of insurance providing the coverage's and in the amounts specified in the "Schedule of Minimum Insurance Requirements".

3. **Aerospace Manufacturing**

Lessee must hold valid, current and appropriate Federal Aviation Administration Operator's Certificates and must provide, as a minimum, the following:

1. Ground Space Requirements and Improvements

The ASO shall lease from the Authority an area of land on which to be erected a building (or sublease from an FBO or ASO with the approval of the Authority) appropriate facilities sufficient to accommodate the business, and related aircraft and public parking requirements. The layout and configuration of such facilities may be negotiated with the Authority. Final approval by the Authority is required prior to implementation prior to any service. Satisfactory arrangements must be made by the Operator to comply with airport security standard.

2. Scope of Services

- a. Operator shall provide at least one (1) qualified full-time supervisor, and as many other properly trained personnel as may be required to adequately perform the aerospace manufacturing operation in an efficient and timely manner.
- b. Hours of operation will be at the discretion of the operator. However, the Authority encourages full-time operation for commercial businesses on the airport.

3. Insurance Coverage

Operator shall provide certificates of insurance providing the coverage's and in the amounts specified in the "Schedule of Minimum Insurance Requirements".

SECTION 5: SPECIAL USE FACILITIES AND CONCESSIONAIRES

1 .Types of Businesses:

Examples of businesses that are required to meet Minimum Standards in this section are:

- a. Auto Parking Lots
- b. Office Buildings/Office Space
- c. Rental Cars, Taxis, Limousines
- d. Hotels/Motels
- e. Newsstands and Gift Shops
- f. Restaurants, Lounges, and Liquor Stores
- g. Convenience Stores, Amusement and Game Rooms
- h. Advertising Facilities
- i. Vending Machines
- j. Barber and Beauty Shops
- k. Certain Government Agencies
- l. Banks
- m. Gift Shops

2. Insurance Coverage

Liability insurance minimums will be determined prior to signing a lease agreement between the business firm and Authority and prior to issuing a license to operate the special use business or concession on the airport. Lessee must comply with minimum liability insurance coverage's as directed by the Authority and as recommended by the Authority's insurance underwriters and legal counsel.

**ATTACHMENT 1
SCHEDULE OF MINIMUM INSURANCE REQUIREMENTS**

A. Fixed Base Operator	
<p>1. Aircraft Liability (turboprops/jets)</p> <p style="margin-left: 20px;">a. Combines Single Limit Bodily Injury and Property Damage, Including Passengers</p>	<p>\$5,000,000 ea. occ. Including passengers (If doing charter).</p> <p>(Piston Engines) \$1,000,000 ea occ. (If doing charter) with passenger bodily injury limited to \$250,000 ea person.</p>
<p>2. Comprehensive General Premises Liability Combined Single Limit Bodily injury and Property Damage</p>	<p>\$1,000,000 ea occ.</p>
<p>3. Hangar Keepers Liability, and/or the Logan/Cache Airport Authority included as additional insured with a waiver of subrogation for non-transient storage. The insurance policy must be endorsed to reflect same.</p>	<p>Twin engine - \$250,000 ea aircraft \$500,000 ea occ.</p> <p>Single engine - \$100,000 ea aircraft \$200,000 ea occ.</p>
<p>4. Product Liability and Completed Operations Including Sales of new aircraft: repairs/services parts not installed and restaurant liability.</p>	<p>\$1,000,000 ea occ. With bodily injury limited to \$100,000 each person.</p>
B. Airframe and Power Plant Repair	
<p>1. Premises Liability (for Hangar Operation) Combined Single Limit Bodily Injury and Property Damage</p>	<p>\$1,000,000 ea occ.</p>
<p>2. Product Liability and Completed Operations</p> <p style="margin-left: 20px;">a. Repairs and Services b. Parts not installed</p>	<p>\$1,000,000 ea occ. With bodily injury, limited to \$100,000 each person.</p>

<p>3. Hangar Keepers Liability, and/or the Logan/Cache Airport Authority included as additional insured with a waiver of subrogation for non-transient storage. The insurance policy must be endorsed to reflect same.</p> <ul style="list-style-type: none"> a. Twins b. Singles 	<p>\$250,000 ea aircraft, \$500,000 ea occ. \$100,000 each aircraft, 200,000 ea occ.</p>
C. Avionics, Instrument and Propeller Repair	
<p>1. Premises Liability Combined Single Limit Bodily Injury and Property Damage</p> <p>Product Liability and Completed Operations</p> <ul style="list-style-type: none"> a. Repairs and Services b. Parts not installed 	<p>\$1,000,000 ea occ.</p> <p>\$1,000,000 ea occ. With bodily injury, limited to \$100,000 each person</p>
<p>2. Hangar Keepers Liability, and/or the Logan/Cache Airport Authority included as additional insured with a waiver of subrogation for non-transient storage. The insurance policy must be endorsed to reflect same.</p> <ul style="list-style-type: none"> a. Twins b. Singles 	<p>\$250,000 each aircraft, \$500,000 ea occ. \$100,000 each aircraft, 200,000 ea occ.</p>
D. Flight Training	
<p>Aircraft Liability</p> <ul style="list-style-type: none"> a. Student and Renters Liability b. Combined Single Limit Bodily Injury and Property Damage 	<p>\$1,000,000 ea occ. With passenger bodily injury, limited to \$100,000 per person.</p> <p>\$25,000 ea occ. Including passengers.</p>
E. Aircraft Sales	
<p>1. Aircraft Liability (owned & non-owned aircraft) Combined Single Limit Bodily Injury and Property Damage</p>	<p>\$1,000,000 ea occ. With passenger Bodily Injury limited to \$100,000 each person</p>
<p>2. Product Liability and Completed Operations and Sale of Aircraft</p>	<p>\$1,000,000 ea occ. With passenger Bodily Injury limited to \$100,000 each person</p>
F. Aircraft Rental	

<p>Aircraft Liability</p> <ul style="list-style-type: none"> a. Combined Single Limit Bodily Injury and Property Damage b. Student and Renters Liability 	<p>\$1,000,000 ea occ. With passenger Bodily Injury limited to \$100,000 each Person</p> <p>\$25,000 ea occ. Including passengers.</p>
G. Aircraft Charter and Air Taxi	
<p>Aircraft Liability</p> <p>Combined Single Limit Bodily Injury and Property Damage Including Passengers</p>	<p>\$5,000,000 ea occ. Including passengers.</p> <p>\$1,000,000 ea occ. With passengers bodily injury limited to \$250,000 each person</p>
H. Flying Clubs	
<p>***Members of Flying Clubs must own shares of the aircraft and/or equal shares in the club that own aircraft.</p>	
<p>Aircraft Liability</p> <p>Combined Single Limit Bodily Injury and Property Damage</p>	<p>\$1,000,000 ea occ. With passenger Bodily Injury, Limited to \$100,000 each person</p>
I. Specialized Commercial Aeronautical Activities	
<p>Aircraft Liability (If aircraft utilized in its operation)</p> <p>Combined Single Limit Bodily Injury and Property Damage Including Passengers</p>	<p>\$250,000 ea occ. Including passenger Bodily Injury</p>
Special Notes	
Any operator in this classification having leased hangar, ramp or office space shall have:	
<p>1. Comprehensive general liability (Premises) and property damage, and Combined single limit bodily injury and property damage</p>	<p>\$1,000,000 ea occ.</p>
Any operator using service vehicles in the Air Operations Area in support of its operations shall maintain the following additional coverage:	
<p>2. Motor Vehicle Liability with Combined single limit and Bodily injury and property damage</p>	<p>\$1,000,000 ea occ.</p>

**ATTACHMENT II
APPLICATION FOR COMMERCIAL
AERONAUTICAL ACTIVITIES
LOGAN-CACHE AIRPORT**

All persons who desire to establish a Commercial Aeronautical Operation on the Logan-Cache Airport must first make application with the Authority by providing the following information:

Applications for leases of ground and/or facilities on the airport, or for permission to carry on any commercial or noncommercial aeronautical activity on the airport, shall be made to the airport manager not later than one week prior to the next scheduled board meeting. The airport manager shall thereafter present the application to the board. The application shall be signed and submitted by a party owning an interest in the business, or the individual who will be managing the business, or partner of a partnership or a director or an officer of a corporation. (2) The board will not accept or take action on a license request for any commercial or noncommercial activity until after the applicant, in writing, submits a proposal which sets forth the scope of operation proposed, including the information set forth below:

Proposals must be in writing and address each item listed in the “**Contents of Business Application**” section of the Logan-Cache Airport Minimum Standards – Section # 4. Care should be taken in preparing this application as any incomplete, incorrect or false information may result in delays in approval or rejection.

In addition to required information contained in the “**Contents of Business Application**” section of the Logan-Cache Airport Minimum Standards – Section # 4, each application shall contain the following:

Name of Business:

Address:

Telephone:

Principal Owners:

Subject to Utah’s Governmental Records Access Management Act, all financial information submitted will be confidential. Other information submitted as part of this Application will be made available to other approved Airport businesses upon request.

Note: Annual Fee required for all Special Service Operations.

Approval/Denial Process

As part of the application process, and at the discretion of the board, all other persons then conducting aeronautical activities on the airport who, in the opinion of the board, would be directly affected by the granting of the application in question may also be notified of the filing of such application and the time and place of the board meeting to consider the same.

Action by Board

The board shall consider the application within a reasonable time, and shall thereafter make a decision to either approve the application subject to reasonable conditions, or recommend denial of the application for one or more of the following reasons:

- (1) The applicant for any reason does not meet the qualifications, or standards and requirements established by the Logan-Cache Airport Authority for the Logan-Cache Airport.
- (2) The applicant's proposed operations or construction will create a safety hazard on the airport.
- (3) The granting of the application will require expenditure of Authority funds, or use of Authority labor or materials in connection with the proposed operations to an extent which or at a time when the Authority is unwilling to enter into such arrangement; or the operation will result in a financial loss to the Authority.
- (4) There is no appropriate, adequate or available space or building on the airport to accommodate the entire activity of the applicant at the time of the application.
- (5) The proposed operation or airport development or construction does not comply with the master plan, or other planning documents pertaining to the airport.
- (6) The development or use of the area requested by the applicant may result in depriving existing fixed base operators of portions of the apron on which they are operating; or will result in a congestion of aircraft or buildings; or will unduly interfere with the operations of any other present fixed base operator on the airport through problems in connection with the aircraft traffic or service, or preventing free access to the fixed base operator's area.
- (7) Any party applying, or interested in the business, has supplied the board with any false information or has misrepresented any material fact in his application or in supporting documents.
- (8) Any party applying, or interested in the business, having a record of violating the provisions of this title, or the rules or regulations of any other airport, federal aviation regulations, or any other rules and regulations applicable to the Logan-Cache Airport.
- (9) Any party applying, or interested in the business, had defaulted in the performance of any lease or other agreement with the Authority.
- (10) Any party applying, or interested in the business, has a credit report which contains derogatory information and who does not appear to be a person of satisfactory business responsibility and reputation.
- (11) The applicant does not appear to have or have access to the finances necessary to conduct the proposed operation for a minimum period of six (6) months.
- (12) Any party applying, or interested in the business, has been convicted of any crime or violation of any portion of this title of such a nature that it indicates to the board that the applicant would not be a desirable operator on the airport.
- (13) The protection of the health, welfare and safety of the inhabitants of the Authority requires such denial.
- (14) The applicant is unwilling or unable to post performance bond equal to six (6) month's rental or a deposit of a cash equivalent, or advance payment of six (6) month's rental.

**ATTACHMENT III
AIRPORT DEVELOPMENT STANDARDS
LOGAN-CACHE AIRPORT**

Purpose

The purpose of these Standards is to provide a documented basis for directing and evaluating the planning, engineering, and architectural design of ramp, hangar and other facilities to be constructed on the property referred to as Logan-Cache Airport.

Plan Review

The Airport Manager shall review all Plans and Specifications of ramp, hangar and other facilities submitted pursuant to these Standards and submit a written recommendation to the Authority. The Authority shall then review and approve, reject or modify all plans and specifications submitted pursuant to these Standards.

Applicability

No ramp, hangar or other facilities shall be built or modified until the Plans and Specifications for the construction of the same are submitted and approved by Logan City Planning and Building Departments.

Plans and Specifications Requirements

The applicant shall submit to Logan City subject to their approval, two (2) copies of any proposed Plans and Specifications for the construction or modification of facilities affixed with an engineers seal from the State of Utah. Such plans and Specifications shall include at least the following:

1. A site plan indicating the location and extent of the following:
 - A. The size, location, dimensions and floor plan of the hangar or other buildings to be constructed.
 - B. The size and dimensions of the ramp area and automobile parking.
 - C. The location and setback of the hangar or other buildings from the ramp and adjacent taxiways.
 - D. Ramp, hangar and automobile parking access.
 - E. The total square footage of the ramp, hangar and other building area, along with adequate auto parking, and the legal description thereof.
 - F. The location of all trees, shrubs and landscaped areas.
 - G. Building elevations, to include any overhangs and designation of glass or other reflective surfaces.
 - H. Exterior lighting and area lumination and directions of such lighting.
 - I. Utility and easement locations.
 - J. Location and height of all fences.
 - K. Location of all loading area and pedestrian ways.
 - L. All exterior contours and types of surfaces, and construction material of all buildings.
2. Engineering plans and information sufficient to show:
 - A. Grading with existing and future elevations.

- B. Drainage plans with existing and future flows and facilities.
- C. Pavement surfaces and cross-sections.
- D. Erosion control measures.
- E. Hangar and other building construction plans as required.
- F. Other engineering plans for other related items to be constructed on the property.
- G. All plans and specifications will be stamped by an engineer or architect licensed to practice in Utah, unless waived by Logan City.

Permits and Certifications

Applicant shall state that all necessary permits, certifications and licenses required under local, state and Federal requirements have been obtained, and that the applicant has complied with the Standards for Development of Logan City at Logan-Cache Airport, and has read and will comply with the Rules and Regulations of said Airport. Applicant shall supply financial statements and letters of credit to the Authority.

Standards for Review

Review pursuant to these Standards is for determining the impact of the proposal on adjacent ramp and hangar facilities and on the operation of the taxiways and runways and other operations of the Logan-Cache Airport. In reviewing the Plans and Specifications, the following standards shall apply:

1. That there will be no physical interference with the operation of aircraft or adjacent ramps, hangars, taxiways or runways.
2. That adequate access exists for aircraft to the hangar.
3. That the hangar is of sufficient size per aircraft.
4. That no lighting or reflections will adversely impact the operation of aircraft on adjacent ramps, hangars, taxiways or runways.
5. That no other external effects, including noise, odor, vibration, smoke, dust or gases will be of magnitude to adversely interfere with aircraft operations.
6. That there will be no adverse effect on the safety of aircraft operations or ground operations on any ramps, hangars, taxiways, runways, or other facilities of the Airport. No project will visually or electronically interfere with the operation of the navigational aids on the Airport.
7. That the proposed development is consistent with the Airport Master Plan.

Procedure

The Authority shall within sixty (60) business days from the date of submission of the Plans and Specifications for the construction or modification of any ramp, hangar or other facilities, either approve, approve with stipulations, or deny the said Plans and Specification, all based upon the provisions herein set forth. The action taken hereunder shall be in written form, and if a denial is made, the basis for the denial shall be specified in reasonable detail. If no action is taken within ninety (90) days, the plans and specifications will be deemed approved.

Action

The decision of the Authority shall be final unless the applicant requests an appeal. Such an appeal request shall be filed with the Authority within ten (10) days after the written decision above and the proceedings shall continue as prescribed by applicable statutes.

Approved Plans and Specifications

The applicant shall submit to the Authority, two (2) copies of the approved Plans and Specifications, showing all required changes and/or amendments thereto. The Authority shall return one (1) copy to the applicant under the Chairpersons signature.

Prior to the construction and/or modification of any ramp, hangar or facility, the Applicant must first provide the Airport with the following:

1. Copy of "Building Permit" and any other licenses or permits necessary under Federal, State or local laws, statutes, orders or regulations.
2. Proof of insurance from the Contractor as follows:

*Worker's Compensation	As required by Utah law
*Employer's Liability	\$500,000 per accident (minimum)
*Commercial General Liability Combined single limit for Bodily Injury and Property Damage	\$2,000,000 ea. occ. Min
*Motor Vehicle Liability Combined single limit for Bodily Injury and Property Damage	\$2,000,000 ea. occ. Min

Contractor's liability insurance policies shall run to the Contractor as assured and contain an agreement by the insurer to indemnify the City of Logan, Cache County, Logan-Cache Airport Authority, Logan-Cache Airport, and Logan-Cache Airport Manager against all actions, claims, judgment's, or demands for damages arising on account of injuries of whatsoever kind and character sustained by any person or persons on account of the construction of this work.

Where applicable, property damage liability must be endorsed for blasting, the collapse of or structural injury to any building or structure, and damage to underground property, such as wires, conduit pipes, mains, sewers or other similar property.

(Provide waiver of subrogation of all policies.)

*Check with City or County Attorney on Validity.

At end of project, submit lien waiver from Contractor and one set of as constructed plans.

**ATTACHMENT IV
RATES AND FEES SCHEDULE
LOGAN-CACHE AIRPORT**

1. Minimum rental rates and license fees:
 - A. Land, Improved*/Flight line/Taxiway...\$0.20 /\$0.15 esq./yr.
 - B. Fuel Flowage Fees.....\$0.04 Per gallon
 - C. Aircraft Tie Downs.....\$30.00 / Month or \$300.00 / Annual (Prepaid)
 - D. Aircraft Landing Fee.....\$1.00 per 1,000 lbs. Maximum Takeoff weight (MTOW) for all aircraft operating under FAR Part 135 or 121. Levied on any and all aircraft with a MTOW over 12,500 lbs.
2. For construction of any new facilities financed by the Operator, not already on the Airport, the Operator will be subject to the same standards of development as are contained in the Airport Master Plan for the Airport. The Authority will approve the Plans and Specifications prior to construction. All lease terms shall be negotiated with Logan-Cache Airport Authority.
3. All ground rentals/leases shall be subject to a cost of living increase on an annual basis as presently exist in airport leases. Minimum Rental/Lease Rates shall be adjusted yearly according to the January, C.P.I. (all urban consumers).
4. This Attachment may be periodically updated. A current copy can be obtained from the office of the Airport Manager.
5. Other fees as authorized by the Airport Authority may be added to this schedule based on Airport growth and development.

*Improved ground shall be defined as any ground in which substantial Airport funds have been expended in preparation of the site, i.e., leveling, drainage, paving, etc., or making utilities available thereto.

**ATTACHMENT V
DEFINITIONS
LOGAN-CACHE AIRPORT**

The following words and terms shall have the meaning indicated below, unless the context clearly requires otherwise:

- a. "Airport" means the Loan Cache Airport and all of the area, buildings, facilities and improvements within the exterior boundaries of such Airport as it now exists or as it may hereafter be extended or enlarged.
- b. "Airport Authority" consists of elected and appointed persons from Logan City and Cache County to oversee, direct, and integrate the overall planning, coordination, management, maintenance, and completion of operations at the Airport. The Airport Manager functions under the direction of the Airport Authority.
- c. "Airport Manager" means the designated person appointed by the Airport Authority to manage the day-to-day operations of the Airport, serve as Administrator for Airport activities, and authorized to enforce the rules and regulations for the Airport.
- d. "Airport Tenant" includes individual pilots, aircraft owners, sports pilots, ultra-lite operators, and parasail operators who own, rent or sublet hangers and/or T-hangars at the Airport; have signed leases on file with the Airport Manager, and are in good standing with Airport Administration.
- e. "City" means the City of Logan or the designated staff or representatives thereof.
- f. "County" means Cache County or the designated staff or representatives thereof.
- g. "FBO" means any Fixed Base Operator(s) duly licensed and authorized to operate and store/distribute fuels and to provide other insularly services at the Airport.
- h. "Individual Users" include individual pilots, aircraft owners, sports pilots, ultra-lite operators, parasail operators, remote control aircraft operators, tie-down users and T-hangar users, transient users, and corporate users.
- i. "Operator" means any duly licensed business conducting aeronautical activities at the airport other than fuel sales/storage.
- j. "Penalties of non-compliance" consist of 1) verbal warning; 2) written warning; 3) citation; 4) removal of property and/or arrest; 5) termination of privileges at Airport.

- k. "UDOTDOA" means the Utah Department of Transportation Division of Aeronautics.

**ATTACHMENT VI
ANNUAL REVIEW
LOGAN-CACHE AIRPORT**

January 2012 document reviewed. Index was added and other minor corrections made. No comments received to adjust or change.