

M I N U T E S

MOUNT AIRY/SURRY COUNTY AIRPORT AUTHORITY

A regular meeting of the Mount Airy/Surry County Airport Authority was held in the Airport office at 7:30 pm on February 12, 1979 with the Chairman Richard Wimbish, Brad Thomas, Raymond A. Smith and Howard O. Woltz, Jr. being present. Newell Baker was absent. The Chairman reported to the members of the Authority on the status of the radio beacon. The radio beacon is operational but an F.A.A. approach plate will not be published until the beacon has been inspected and provision is made for full-time monitoring of the beacon. John Hunter was requested to arrange for Jim George to meet the appropriate F.A.A. officials for the final inspection.

Raymond A. Smith was appointed to check with Sam Spencer, Acting City Manager for the City of Mount Airy, to obtain permission for the approach beacon monitor to be placed in the Rockford Street Firehouse where on-duty firemen could monitor the approach and report any malfunction to the F.A.A. and John Hunter, Airport Manager.

Snow removal was discussed and John Hunter reported that Jim Crossingham cleared the runway on the occasion of last week's snow. John Hunter has acquired a blade for his tractor that can clear the runway but is somewhat slow if the snow is heavy.

Howard Woltz reported on the status of the new T-hangars. Two hangars are occupied on long-term lease, namely leased by Exposaic Industries, Inc. and Sherman Simpson, Inc. One hangar is leased on a month-to-month basis to H. B. Rowe & Company. One hangar is available for rent. Howard Woltz agreed to contact Walter Brown of Sherman Simpson, Inc. to inform him of the rental payments to be made to Northwestern Bank. Raymond A. Smith agreed to contact David Rowe of H. B. Rowe & Company concerning payment of hangar rental.

Painting of the existing hangars was discussed. The Chairman requested that Howard Woltz obtain specifications and prices for repainting the existing hangars. If a satisfactory price is obtained, the Authority members are to be called for approval prior to the next regular meeting.

The Chairman reported that a grant in the amount of \$11,000 had been approved by the North Carolina Department of Transportation for fifty percent (50%) of the cost of a medium intensity lighting system. The Chairman requested that the Authority adopt a Resolution authorizing the Chairman to execute the Grant Agreement as tendered by the Department of Transportation. A motion was made by R. A. Smith, Treasurer, and seconded by Brad Thomas for the adoption

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February 12, 1979

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of the following Resolution, and upon being put to a vote was duly adopted:

THAT WHEREAS, the Mount Airy/Surry County Airport Authority (hereinafter referred to as "Sponsor") has made a formal application to the Department of Transportation (hereinafter referred to as "Department") for State financial aid for the Mount Airy/Surry County Airport; and

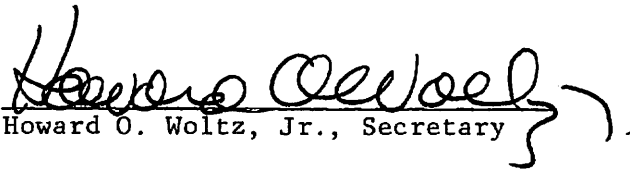
WHEREAS, a grant in the maximum amount of \$11,000.00 has been approved;

NOW THEREFORE, BE AND IT IS HEREBY RESOLVED that the Chairman of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department as may be necessary to effectuate the aforesaid expressed purpose, thereby binding the Sponsor to the fulfillment of its obligation incurred under this resolution and to its agreement under the said Grant Agreement with the Department.

The Authority voted unanimously to retain the engineering firm of Talbert, Cox & Associates for the purpose of designing the medium intensity lighting system and handling the opening of bids for the lighting system at a cost of \$2,000.00, which fee would include inspection of the contractor's work.

There being no further business, the meeting was adjourned.

Respectfully submitted,


Howard O. Woltz, Jr., Secretary

ACCEPTED:

Richard Wimbish, Chairman



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

P.O. BOX 25201

RALEIGH 27611

JAMES B. HUNT, JR.
GOVERNOR

DIVISION OF AERONAUTICS
(919) 733-2491

THOMAS W. BRADSHAW, JR.
SECRETARY

December 7, 1978

Mr. Richard S. Wimbish, Chairman
Mount Airy-Surry County Airport Authority
Post Office Box 270
Mount Airy, North Carolina 27030

Dear Mr. Wimbish:

Enclosed are State Airport Aid Contracts for the funding of State Project No. 79-03 Mount Airy Airport. In accordance with the enclosed list of instructions, these contracts must be executed by the appropriate governmental body. Upon this completion, all four copies of this contract must be returned to the Division of Aeronautics. Please remember that each signature and seal on each contract must be originals and not reproduced copies.

As a result of current fiscal procedures, prior to execution of these contracts by the Department of Transportation a pre-audit review of each Sponsor's bookkeeping system is required. The purpose of this review is twofold; it insures that each Sponsor's bookkeeping system is adequate and it helps to facilitate the final audit. Since no State funds can be disbursed until this review is completed, I urge you to cooperate fully with the audit representatives. It is my understanding that this review will probably take less than half a day to complete. After this procedure is completed and each contract executed by the Department, one copy will be returned to you for your files.

Should you have any questions, please contact us.

Sincerely,

Willard G. Plentl, Jr.
Director

WGPjr:mp
enclosures

cc: Mrs. Patricia Barber, Aeronautics Council Representative

INSTRUCTIONS FOR COMPLETING STATE AIRPORT AID CONTRACTS

- Page 1
- A. Leave the date portion blank.
 - B. After Department of Transportation, type the official name of the sponsoring agency.
 - C. Check the date of application to ensure it is correct.
 - D. Check the grant amount to ensure correctness.
 - E. Review the project description to ensure it adequately covers the scope of the project.
- Page 2
- A. Review Condition 1 to ensure compliance with the time that has been allowed for beginning and completing the project.
 - B. Review the conditions and note the sponsor's assurances.
- Page 3
- A. Review the conditions and note the sponsor's assurances.
- Page 4
- A. Review the conditions and note the sponsor's assurances.
- Page 5
- A. In the spaces provided, type the name of the sponsoring agency and the name and title of the sponsor's representative. Place an original signature of the sponsor's representative in the appropriate signature block.
 - B. Place an original signature of the person attesting the sponsor's representatives signature in the space provided and insert his official title in the space provided.
 - C. Place the official seal of the sponsor in the space provided. If no seal is available, write "NO SEAL" in the area provided and have the sponsor's representative initial and date this notation.
 - D. Have a Notary Public complete the certification at the bottom of the page, making sure that each name and title requested is supplied. The statement would then receive the seal of the Notary in the space supplied.
- Page 6
- A. These pages represent an extract from the official minutes authorizing signature of the contracts. Ensure that a name and title is provided in each blank supplied, and that the amount of the grant is equal to that indicated on page 1 of the contract.
 - B. The bottom of page 6 is for the use of the official who normally is the keeper of the minutes. This may be the secretary of the sponsor, or clerk to the Board, or similar official.
- Page 7
- A. This page should be completed by the Attorney for the sponsor, signifying that all legal obligations of the sponsor have been met in order to enter into this contract.

INSTRUCTIONS CONTINUED

Page 8

- A. The financial officer's certification should be completed by the official responsible for handling the sponsor's financial matters. This would be the treasurer, Clerk to the Board, or other responsible local official.
- B. Have a Notary Public complete the certification at the bottom of the page.

GENERAL NOTES:

- A. All four copies of the contract should be completed and returned to the Division of Aeronautics for execution.
- B. All signatures and seals on each copy of the contract should be originals.

GRANT AGREEMENT

STATE AID TO AIRPORTS

BETWEEN

THE DEPARTMENT OF TRANSPORTATION, AN AGENCY
OF THE STATE OF NORTH CAROLINA

AND

Mt. Airy-Surry County Airport Authority

AIRPORT Mount Airy

PROJECT NO. 79-03

WORK ORDER NO. 9.90157

This agreement made and entered into this the ____ day of _____, 19 ____ by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina (hereinafter referred to as "Department") and Mt. Airy-Surry County Airport Authority (hereinafter referred to as "Sponsor").

W I T N E S S E T H

WHEREAS, Chapter 113 of the North Carolina General Statutes authorizes the Department, subject to limitations and conditions stated therein, to provide State Aid in form of loans and grants to cities, counties and public airport authorities of North Carolina for the purpose of planning, acquiring, constructing and improving municipal, county and publicly owned airport facilities, and to authorize related programs of aviation safety, education, promotion and long-range planning, and

THAT WHEREAS, the Sponsor has made a formal application dated 21st day of June, 19 78 to the Department for State financial aid for the Mt. Airy-Surry County Airport; and

WHEREAS, a grant in the maximum amount of \$ 11,000 has been approved; and

WHEREAS, the grant of State Airport funds will be used for the following approved purposes (hereinafter referred to as "Project").

"Acquire and install medium intensity runway lighting".

NOW THEREFORE, the parties do mutually agree as follows:

1. The Sponsor shall commence the Project as described above prior to 1st day of January, 19 80, and shall complete the described Project prior to the 1st day of January, 19 81, unless an extension of time is granted in writing by the Secretary of the Department of Transportation.

2. Payment of the Grant by the Department will be made in conformance with the terms of Section .0100, Subchapter ^{6C} ~~7A~~ of the North Carolina Administrative Code, Title 19, upon receipt of a fully executed "Request for Payment of Funds" form.

3. The Sponsor shall deposit all funds received and keep the same in separate funds according to the purpose for which they were received. The Sponsor, and his contractor or consultant, shall maintain adequate records and documentation to support all Project costs incurred under this grant inclusive of work performed by forces of the Sponsor. All contracts between the Sponsor and his contractor and/or consultant shall include a provision that the contractor and/or consultant shall also establish and maintain such an accounting system. All records and documentation in support of project costs must be identifiable as to purported work under this agreement and must be actual and acceptable costs only. Acceptable costs are defined as those costs that are acceptable under Federal Procurement Regulations 1-15. Acceptable items of work are those referenced in Title 19, Subchapter ^{6C} ~~7A~~ of the North Carolina Administrative Code and the North Carolina General Statutes. The Sponsor's accounting procedures which are established for work as set out in this Grant Agreement must be in accordance with generally acceptable accounting principles and must be reviewed and accepted by the Department prior to the execution of this Grant Agreement and payment of State funds.

4. The Sponsor, and his contractor and/or consultant, shall maintain all pertinent records and documentation for a period of not less than three years following the final audit by the Department.

5. The Sponsor shall permit free access to its accounts and records by official representatives of the State of North Carolina for the purpose of such audit or determination needed to ensure compliance with the authorizing act and this Grant Agreement. The Sponsor further agrees that, in the event the Project involves funding by an agency of the United States Government, the Sponsor shall, upon the request of the Department, provide the Department with a copy of the final federal audit or shall authorize the appropriate federal agency to release such audit directly to the Department.

6. If the final State share of eligible items is less than the approved State Grant for which the Project was approved, reimbursement will be made to the Department in an amount equal to the difference between the approved grant and fifty percent of the non-federal share of final, approved eligible costs within 30 days of notification by the Department of the amount due.

7. The Sponsor agrees that he will issue monthly progress reports to the Department, unless otherwise instructed, and that he will immediately notify the Department of any major problems which are encountered in the completion of the Project. The Sponsor further agrees that he will notify the Department in advance of any significant meetings or inspections involving the Sponsor, his contractor, his consultant or federal funding agencies involving the Project.

8. Work performed under this Grant Agreement shall conform to the approved Project. Any amendments to, or modification of the scope and terms of this agreement shall be in writing and signed by the Sponsor and the Department, except, the extension of time periods for beginning and completing the Project may be made by the Secretary of the Department by written notification to the Sponsor.

9. The Sponsor shall operate the Airport for the use and benefit of the general public.

10. The Sponsor agrees to operate, maintain and control the Airport in a safe and serviceable condition for a minimum of ten years following the date of this Grant Agreement and shall immediately undertake, or cause to be undertaken, such actions to correct safety deficiencies as may be brought to its attention by the

Department and that any land acquired under this Grant Agreement shall not be sold or used for non-airport use without the written agreement of the Department.

11. Insofar as it is within its power and reasonable, the Sponsor will either by the acquisition and retention of property interests, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulations Part 77 for the Airport and shall take immediate action to reduce such obstructions as may currently be in existence or which may subsequently become an obstruction under the appropriate parts of Federal Air Regulation Part 77.

12. Insofar as it is within its power and is reasonable, the Sponsor will, either by the acquisition and retention of property interests, in fee or easement, or by the adoption and enforcement of local zoning regulations, take action to restrict the use of land in the vicinity of the Airport to activities and purposes compatible with the normal operations of aircraft using the airport.

13. If, through any cause, the Sponsor shall fail to fulfill in a timely and proper manner his obligation under this Grant Agreement, or if the Sponsor shall violate any of the covenants, agreements or stipulations of this Grant Agreement, the Department shall have the right to terminate this Grant Agreement by giving written notice to the Sponsor of such termination and specifying the effective date of such termination at least thirty days before such termination. In such event, the Sponsor shall receive compensation equal to fifty percent of the non-federal share of any work acceptable to the Department which has been completed prior to the effective date of termination of this Grant Agreement.

14. This grant shall not be binding upon the parties until this agreement has been fully executed by the Department and the Sponsor.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement
the day and year first written above.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: _____
Secretary of Transportation

ATTEST: _____

SPONSOR

Official Agency: _____

Signed: _____

Title: _____

SEAL

Attest: Howard O. Webb

Title: Sec.

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for
the County and State aforesaid, do hereby certify that _____
personally came before me this day and acknowledged that he is _____
of _____ Title
(Sponsor) (hereinafter referred
to as "Sponsor") and by authority duly given and as an act of said Sponsor, the
foregoing instrument was signed by him, attested by _____
Name and Title
of the Sponsor, and the seal of the Sponsor affixed thereto.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 19 ____.

Notary Public

My Commission Expires: _____

SEAL

RESOLUTION

A motion was made by R. A. Smith Thea. and seconded by
Brad Thomas, Member for the adoption of the following
resolution, and upon being put to a vote was duly adopted:

THAT WHEREAS, the Mount Airy-Surry County Airport Authority
(hereinafter referred to as "Sponsor") has made a formal application to the Department of Transportation
(hereinafter referred to as "Department") for State financial aid for the
Mount Airy-Surry County Airport; and

WHEREAS, a grant in the maximum amount of \$ 11000.00 has been approved;

NOW THEREFORE, BE AND IT IS HEREBY RESOLVED that the Chairman
of the Sponsor be and he hereby is authorized and empowered to enter into a
Grant Agreement with the Department as may be necessary to effectuate the aforesaid
expressed purpose, thereby binding the Sponsor to the fulfillment of its obligation
incurred under this resolution and to its agreement under the said Grant Agreement
with the Department.

I, Howard O. White Jr. Sec of the Mount Airy-Surry County Airport Authority
do hereby certify that the above is a true and correct copy of an excerpt from the
minutes of the Mount Airy-Surry County Airport Authority of a meeting duly and
regularly held on the 12 day of February, 1979.

WITNESS my hand and the official seal of the Mount Airy-Surry County Airport Authority
This the 13 day of February, 1979.

SEAL

Signed: Howard O. White Jr.
Title: Sec.
Of the: Mount Airy-Surry County Airport Authority
Sponsor

CERTIFICATE OF PUBLIC AIRPORT AUTHORITY'S ATTORNEY

I, _____, acting as attorney for
_____ (hereinafter referred to
as "Sponsor") do hereby certify that said Sponsor has the authority and power
to enter into the attached State Aid to Airports Grant Agreement with the
North Carolina Department of Transportation. I further certify that said
Sponsor has complied with all the necessary legal requirements prior to and
including authorizing _____ to enter
_____ (Title of Sponsor's Representative)
into said Grant Agreement on its behalf and that said Grant Agreement is legally
binding.

Signed: _____

Typed Name: _____
Attorney for the Sponsor

FINANCIAL OFFICER'S CERTIFICATION

Provision for the payment of monies to fall due under this agreement has been made by appropriation duly authorized, as required by the local government budget and Fiscal Control Act.

BY: _____

Title: _____
(Finance Officer as defined in Part 3, Article 3, Subchapter III of Chapter 159 of the North Carolina General Statutes)

STATE AIRPORT AID ACCOUNTING SYSTEM CERTIFICATION FORM

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he is the _____ (Finance Officer as defined in Part 3, Article 8, Subchapter III of Chapter 159 of the North Carolina General Statutes) for _____ * and that by authority duly given and as an act of said _____ * the foregoing certificate was signed by said Finance Officer and the seal of _____ * affixed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 19 _____.

Notary Public

My Commission Expires: _____

* Name of Local Government

M I N U T E S

MOUNT AIRY/SURRY COUNTY AIRPORT AUTHORITY

A meeting of the Mount Airy/Surry County Airport Authority was held at 1:15 P. M. on April 23, 1979 at the office of Techform with the following members being present: Chairman Richard Wimbish, Newell Baker, Brad Thomas and Howard O. Woltz, Jr.

The Chairman presented a proposed contract between the City of Mount Airy and the Airport Authority providing for the Mount Airy Fire Department monitoring the radio beacon in order to comply with F.A.A. regulations. After an examination of the proposed contract, the Authority voted unanimously to execute the contract. The Secretary was instructed to have the contract executed and returned to the City of Mount Airy.

The Chairman presented a tabulation of bids received for upgrading the airfield lighting system. A copy of the tabulation is attached to these Minutes. The apparent low bidder is Rockwell Radio and Electric Company, this bid being low on both the base bid and the add-on alternates. The total contract price of the base bid is in excess of the projected cost even without the addition of the add-on alternates. The Chairman and the Engineer, Talbert, Cox & Associates, had discussed the possibility of negotiating by deletion some reduction in cost with the low bidder. The Chairman also reported that, after discussions with the North Carolina Department of Transportation, some additional matching money may be available to cover the cost of the add-on alternates.

Following a discussion and a conference call with Talbert, Cox & Associates, the Authority voted unanimously as follows: that Rockwell Radio and Electric Company be notified that, as low bidder, a contract will be awarded with some negotiated changes. The changes to be negotiated are the deletion of four threshold lights, a taxi sign, and five taxi lights, plus the add-on alternates to be accepted.

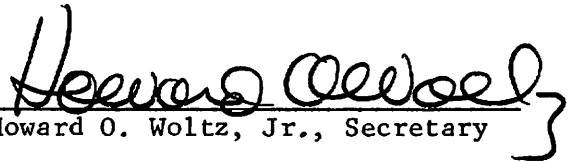
If State matching money is available and the credits for deletions are appropriate, the contract will be awarded, including add-on alternates. If no State matching money is available, the contract will be awarded on the basis of the base bid and negotiated deletions.

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The Authority discussed the possibility of additional income as a result of the operation of the Mount Airy ABC stores. The Secretary was instructed to obtain an estimate of revenue to the Airport Authority as a result of the ABC store operations.

There being no further business, the meeting was adjourned.

Respectfully submitted,


Howard O. Woltz, Jr., Secretary

ACCEPTED:

Richard Wimbish, Chairman

NORTH CAROLINA,

C O N T R A C T

SURRY COUNTY.

THIS CONTRACT AND AGREEMENT is made and executed as of this the 23rd day of April, 1979, by and between THE CITY OF MOUNT AIRY, a municipal corporation located in Surry County, North Carolina, hereinafter referred to as "City"; and the MOUNT AIRY - SURRY COUNTY AIRPORT AUTHORITY, a public corporation located in Surry County, North Carolina, hereinafter referred to as "Airport Authority":

W I T N E S S E T H :

THAT, WHEREAS, the Airport Authority is required by the Federal Aviation Administration (FAA) to provide a monitoring service for the non-directional radio beacon that is currently installed and operational at the Mount Airy - Surry County Airport located off Holly Springs Church Road in Surry County, North Carolina; that the monitoring service requires the re-location of a radio receiver from the operations building at the Mount Airy - Surry County Airport to a suitable site which is manned twenty-four (24) hours a day.

AND, WHEREAS, said receiver will be operated in a pass of mode with no attention required from the monitoring personnel; that in the event the transmitting equipment located at the Mount Airy - Surry County Airport stops operating, the receiver will generate a loud tone and start a flashing red light.

AND, WHEREAS, City, at its fire station located on Rockford Street in the City of Mount Airy, has personnel on duty twenty-four (24) hours a day capable of monitoring said receiver.

NOW, THEREFORE, City and Airport Authority agree as follows:

-1-

Airport Authority shall assume the responsibility for, financially and otherwise, moving and installing the receiver for the non-directional radio beacon in the fire station on Rockford Street in the City of Mount Airy; that said receiver shall be such as will generate a loud tone and start a flashing red light in the event that the non-directional radio beacon shall stop operation.

-2-

The Airport Authority shall install a simple long wire outside antenna suitable for the proper functioning of the receiver.

-3-

The City agrees that it shall provide a person, on duty at the fire station, at all times who shall have the responsibility for monitoring the beacon. It is understood that said person shall often times be asleep and that the audible alarm on said receiver shall be sufficiently loud to wake a person from sleep.

-4-

The City agrees that said person monitoring said receiver shall, upon hearing a loud tone and/or seeing a flashing red light from said receiver, make a toll free phone call to the FAA, reporting the non-directional radio beacon out of service and then shall make a local call to the Airport manager advising him of same.

-5-

It is expressly understood between the parties hereto that the City's sole responsibility under this contract shall be to provide a person twenty-four (24) hours a day to monitor said receiver; that it is further expressly understood that the Airport Authority has the responsibility for the operation and maintenance of the non-directional radio beacon, the remote receiver located at the Rockford Street Fire Department and for the long wire antenna and further that it has the responsibility for the proper reporting of beacon out of service conditions; that this responsibility is derived from an agreement between the Airport Authority and the FAA for the operation of the non-directional beacon.

IN TESTIMONY WHEREOF, The City of Mount Airy has caused this instrument to be executed and sealed by its duly authorized officials; and the Mount Airy - Surry County Airport Authority has caused this instrument to be executed by its duly authorized officials; all as of the day and year first above written.

THE CITY OF MOUNT AIRY

By: W. M. Beamer

W. M. BEAMER, Mayor

ATTEST BY:

Nancy Nichols
Nancy Nichols, City Clerk

(Municipal Seal)

MOUNT AIRY - SURRY COUNTY AIRPORT AUTHORITY

By: Richard L. Winkler

CHAIRMAN

ATTEST BY:

Helen O'Leary
SECRETARY

(Seal)

M I N U T E S

MOUNT AIRY/SURRY COUNTY AIRPORT AUTHORITY

A regular meeting of the Mount Airy/Surry County Airport Authority was held at the airport at 7:30 P. M. on Monday, May 14, 1979 with the following members being present: Richard S. Wimbish, Chairman, Howard O. Woltz, Jr., Secretary, Raymond A. Smith, Treasurer, Newell E. Baker, Jr., and W. Brad Thomas.

The Chairman presented a New Equipment Rental Agreement that had been prepared by Exxon which required execution by the Mount Airy/Surry County Airport Authority. During discussion of the Agreement, questions arose requiring a telephone conversation with Mr. Rosenfeldt of Exxon. After the questions were resolved, the Authority voted unanimously to execute the Contract as presented and authorized the Chairman and Secretary to execute the Agreement.

The Chairman reviewed the Contract proposals for the medium-intensity lighting system and recommended that a Contract be awarded to Rockwell Radio and Electric Company in the amount of \$23,880.60 for the medium-intensity lighting system and the add-on alternates that were accepted. The Authority voted unanimously to award the Contract to Rockwell Radio and Electric Company at a Contract price of \$23,880.60. A fee in the amount of \$2,000.00 was approved for Talbert, Cox & Associates as Engineers.

The need for a ramp extension and enlargement was discussed. The Authority authorized and directed the Chairman to negotiate with Talbert, Cox & Associates concerning engineering services for the ramp area extension. The Chairman was authorized by unanimous vote to call the Authority members for Action Without Meeting if it appeared that action is required prior to the next regular meeting on Monday, August 13.

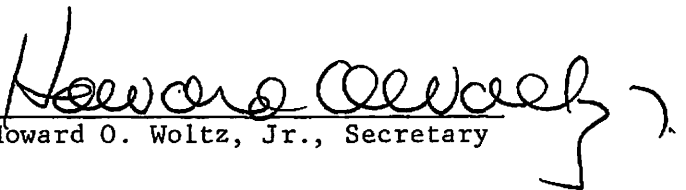
The Authority directed the Chairman to check with Piedmont Radio Shop in regard to obtaining a person qualified to service, on a regular basis, the radio beacon. Raymond Smith was requested to follow up on moving the radio beacon monitor to the Rockford Street Fire Department.

Raymond Smith presented a proposed Budget and Municipal Fund Request for the fiscal year July 1, 1979 through June 30, 1980. After much discussion a Budget was adopted, a copy of which is attached to these Minutes.

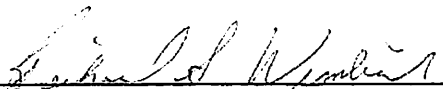
MINUTES
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There being no further business, the meeting was adjourned.

Respectfully submitted,


Howard O. Woltz, Jr., Secretary

ACCEPTED:


Richard S. Wimbish, Chairman

MOUNT AIRY/SURRY COUNTY AIRPORT AUTHORITY

BUDGET AND MUNICIPAL FUND REQUEST

FISCAL YEAR JULY 1, 1979 THROUGH JUNE 30, 1980

ANTICIPATED INCOME

Hunter Aviation 12 months @ \$235.00	\$ 2,820.00
Hangar Rent 12 months @ \$400.00	4,800.00
	<hr/>
TOTAL ANTICIPATED INCOME	\$ 7,620.00
	<hr/> <hr/>

ANTICIPATED EXPENSES

Hangar and Office Fire and Airport Liability Insurance Premiums	\$ 1,400.00
Duke Power Company	1,800.00
Technician for Regular Inspection and Maintenance of Radio Beacon	1,450.00
Ramp Enlargement One-half Share of Estimated \$30,000.00 total cost	15,000.00
General Repairs	900.00
Annual Audit (Estimated)	700.00
New T-Hangar Monthly Payments 12 @ \$354.71	4,256.52
Add Medium-Intensity Lighting Cost Overrun	1,940.30
	<hr/>
TOTAL ANTICIPATED EXPENSES	\$27,446.82
	<hr/> <hr/>
EXCESS OF EXPENDITURES ABOVE INCOME	<u>\$19,826.82</u>

FUND REQUEST FOR FISCAL 1979-80

40% Surry County	\$3,200.00	
60% Town of Mount Airy	<u>4,800.00</u>	
		\$ 8,000.00
		<hr/>
ANTICIPATED ABC REVENUE TO COVER DEFICIT		<u>\$11,826.82</u>

MINUTES

MOUNT AIRY/SURRY COUNTY AIRPORT AUTHORITY

The regular meeting of the Mount Airy/Surry County Airport Authority was held on Monday, November 12, at 7:30 P. M. at the airport with the following, being all of the Authority members, present: Richard S. Wimbish, Chairman, Howard O. Woltz, Jr., Secretary, Raymond A. Smith, Treasurer, Newell E. Baker, Jr., and W. Brad Thomas.

The Minutes of the May 14, 1979 meeting were reviewed and approved.

At the regularly scheduled August 13 meeting a quorum was not present and no business transacted.

The Chairman reported on the status of the contract for improved runway lighting. The work has been satisfactorily completed and the lighting system is in service. A problem developed with the radio light control and the control has been returned to the manufacturer for repair. It will be installed after being repaired. The contractor has been paid fifty percent (50%) of the contract price and the balance will be paid upon receipt of the money from the North Carolina Department of Transportation Grant. This should be received at any time.

Howard Woltz reported on the status of the Airport Authority proceeds from operation of the ABC Store in Mount Airy. The problem with the Airport receiving five percent (5%) of the net profits has been resolved and the Airport Authority will receive five percent (5%) of the net profits when distributed. The ABC Board has decided to pay for the cost of the building and all other obligations before making a profit distribution.

The Chairman reported on the status of the radio beacon. The radio beacon is now classified as unmonitored in that moving the monitor to the Rockford Street Firehouse has not proved satisfactory. An interfering signal prevents the monitor from functioning properly. Brad Thomas agreed to check with the FCC in an effort to resolve the problem of the interfering signal. Raymond Smith proposed that a phone line could be leased from the airport to the Rockford Street Firehouse to resolve the problem. The Authority unanimously approved leasing a phone line at a cost of approximately \$21 per month to place the monitor in operation.

The Chairman reported on the status of a State Grant in the amount of \$15,000 for a ramp and apron expansion, the \$15,000 being fifty percent (50%) of the estimated cost of \$30,000. He reported that a Grant Agreement has been received, Project No. 79-06. A motion was made by Raymond A. Smith, Treasurer and seconded by Brad Thomas for the adoption of the following resolution, and upon being put to a vote was duly adopted:

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THAT WHEREAS, the Mount Airy/Surry County Airport Authority (hereinafter referred to as "Sponsor") has made a formal application to the Department of Transportation (hereinafter referred to as "Department") for State financial aid for Mount Airy/Surry County Airport; and

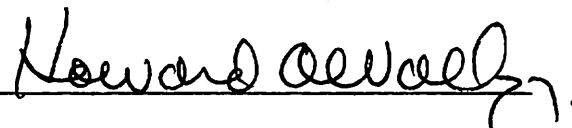
WHEREAS a grant in the maximum amount of \$15,000 has been approved;

NOW THEREFORE, BE AND IT IS HEREBY RESOLVED that the Chairman of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department as may be necessary to effectuate the aforesaid expressed purpose, thereby binding the Sponsor to the fulfillment of its obligation incurred under this resolution and to its agreement under the said Grant Agreement with the Department.

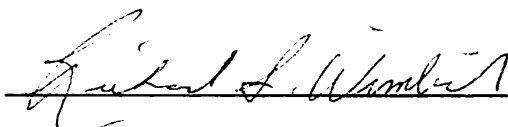
The next regularly scheduled meeting is for February 11, 1980 at 7:30 P. M. at the airport.

There being no further business, the meeting was adjourned.

Respectfully submitted,


Howard O. Woltz, Jr., Secretary

ACCEPTED:


Richard S. Wimbish, Chairman



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

P.O. BOX 25201

RALEIGH 27611

JAMES B. HUNT, JR.
GOVERNOR

DIVISION OF AERONAUTICS
(919) 733-2491

THOMAS W. BRADSHAW, JR.
SECRETARY

July 18, 1979

Mr. Richard S. Wimbish, Chairman
Mount-Airy Surry County Airport Commission
Post Office Box 270
Mount Airy, North Carolina 27030

Dear Dick:

Enclosed are State Airport Aid Contracts for the funding of State Project 79-03 at Mount Airy-Surry County Airport. In accordance with the attached list of instructions these contracts must be executed by the appropriate governmental body. Upon this completion all four copies of the contract should be returned to the Division of Aeronautics. Please remember that each signature and seal on each contract must be original and not reproduced copies.

As a result of current fiscal procedures, prior to execution of these contracts by the Department of Transportation, a pre-audit review of each Sponsor's bookkeeping system is required. The purpose of this review is two-fold; it insures that each Sponsor's bookkeeping system is adequate and it helps to facilitate the final audit. Since no State funds can be disbursed until this review is completed, I urge you to cooperate fully with the audit representatives. It is my understanding that this review will probably take less than half a day to complete. After this procedure is completed and each contract executed by the Department, one copy will be returned to you for your files.

Should you have any questions please contact us.

Sincerely,

A handwritten signature in dark ink, appearing to read "Willard G. Plentl, Jr.", is written over a horizontal line.

Willard G. Plentl, Jr.
Director

WGPjr:mp
enclosures

REQUEST FOR PAYMENT OF FUNDS

North Carolina State Aid to Airports Program

I, Richard S. Wimbish, Chairman, representing
(Name and Title of Sponsor's Representative)
the Mt. Airy-Surry County Airport Authority, do hereby
(Official Title of Sponsoring Agency)
certify that the sponsor has complied with all terms of the
contract for State Aid Project Number 79-03 for the
Mt. Airy-Surry County Airport and hereby request payment
of \$ 12,940.00 for the following items of work:

Upgrade airfield lighting to medium intensity

SPONSOR

Signed: Richard S. Wimbish

Representing: Mt. Airy-Surry County Airport Authority

Date: 7-19-79

DIVISION OF AERONAUTICS

Approved: _____
(Director, Division of Aeronautics)

Date: _____

GRANT AGREEMENT

AIRPORT: Mount Airy-Surry County

STATE AID TO AIRPORTS

PROJECT NO: 79-03

BETWEEN

THE DEPARTMENT OF TRANSPORTATION, AN AGENCY
OF THE STATE OF NORTH CAROLINA

WORK ORDER NO: 9.90157

AND

MOUNT AIRY-SURRY COUNTY AIRPORT AUTHORITY

This agreement made and entered into this the _____ day of _____
19____ by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, an agency
of the State of North Carolina (hereinafter referred to as "Department") and _____
Mount Airy-Surry County Airport Authority (hereinafter referred to as "Sponsor").

W I T N E S S E T H

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the
Department, subject to limitations and conditions stated therein, to provide State
Aid in form of loans and grants to cities, counties and public airport authorities
of North Carolina for the purpose of planning, acquiring, constructing and improving
municipal, county and publicly owned airport facilities, and to authorize related
programs of aviation safety, education, promotion and long-range planning, and

THAT WHEREAS, the Sponsor has made a formal application dated 26th day of
April, 19 79 to the Department for State financial aid for the
Mount Airy-Surry County Airport; and

WHEREAS, a grant in the maximum amount of \$ 12,940 has been approved;
and

WHEREAS, the grant of State Airport funds will be used for the following
approved purposes (hereinafter referred to as "Project").

"Acquire and install medium intensity runway lighting."

NOW THEREFORE, the parties do mutually agree as follows:

1. The Sponsor shall commence the Project as described above prior to 1st day of January, 19 80, and shall complete the described Project prior to the 1st day of January, 19 81, unless an extension of time is granted in writing by the Secretary of the Department of Transportation.

2. Payment of the Grant by the Department will be made in conformance with the terms of Section .0100, Subchapter 6C of the North Carolina Administrative Code, Title 19, upon receipt of a fully executed "Request for Payment of Funds" form.

3. The Sponsor shall deposit all funds received and keep the same in separate funds according to the purpose for which they were received. The Sponsor, and his contractor or consultant, shall maintain adequate records and documentation to support all Project costs incurred under this grant inclusive of work performed by forces of the Sponsor. All contracts between the Sponsor and his contractor and/or consultant shall include a provision that the contractor and/or consultant shall also establish and maintain such an accounting system. All records and documentation in support of project costs must be identifiable as to purported work under this agreement and must be actual and acceptable costs only. Acceptable costs are defined as those costs that are acceptable under Federal Procurement Regulations 1-15. Acceptable items of work are those referenced in Title 19, Subchapter 6C of the North Carolina Administrative Code and the North Carolina General Statutes. The Sponsor's accounting procedures which are established for work as set out in this Grant Agreement must be in accordance with generally acceptable accounting principles and must be reviewed and accepted by the Department prior to the execution of this Grant Agreement and payment of State funds.

4. The Sponsor, and his contractor and/or consultant, shall maintain all pertinent records and documentation for a period of not less than three years following the final audit by the Department.

5. The Sponsor shall permit free access to its accounts and records by official representatives of the State of North Carolina for the purpose of such audit or determination needed to ensure compliance with the authorizing act and this Grant Agreement. The Sponsor further agrees that, in the event the Project involves funding by an agency of the United States Government, the Sponsor shall, upon the Request of the Department, provide the Department with a copy of the final federal audit or shall authorize the appropriate federal agency to release such audit directly to the Department.

6. If the final State share of eligible items is less than the approved State Grant for which the Project was approved, reimbursement will be made to the Department in an amount equal to the difference between the approved grant and fifty percent of the non-federal share of final, approved eligible costs within 30 days of notification by the Department of the amount due.

7. The Sponsor agrees that he will issue monthly progress reports to the Department, unless otherwise instructed, and that he will immediately notify the Department of any major problems which are encountered in the completion of the Project. The Sponsor further agrees that he will notify the Department in advance of any significant meetings or inspections involving the Sponsor, his contractor, his consultant or federal funding agencies involving the Project.

8. Work performed under this Grant Agreement shall conform to the approved Project. Any amendments to, or modification of the scope and terms of this agreement shall be in writing and signed by the Sponsor and the Department, except, the extension of time periods for beginning and completing the Project may be made by the Secretary of the Department by written notification to the Sponsor.

9. The Sponsor shall operate the Airport for the use and benefit of the general public.

10. The Sponsor agrees to operate, maintain and control the Airport in a safe and serviceable condition for a minimum of ten years following the date of this Grant Agreement and shall immediately undertake, or cause to be undertaken, such

actions to correct safety deficiencies as may be brought to its attention by the Department and that any land acquired under this Grant Agreement shall not be sold or used for non-airport use without the written agreement of the Department.

11. Insofar as it is written within its power and reasonable, the Sponsor will either by the acquisition and retention of property interests, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulations Part 77 for the Airport and shall take immediate action to reduce such obstruction under the appropriate parts of Federal Air Regulation Part 77.

12. Insofar as it is within its power and is reasonable, the Sponsor will, either by the acquisition and retention of property interests, in fee or easement, or by the adoption and enforcement of local zoning regulations, take action to restrict the use of land in the vicinity of the Airport to activities and purposes compatible with the normal operations of aircraft using the airport.

13. If, through any cause, the Sponsor shall fail to fulfill in a timely and proper manner his obligation under this Grant Agreement, or if the Sponsor shall violate any of the covenants, agreements or stipulations of this Grant Agreement, the Department shall have the right to terminate this Grant Agreement by giving written notice to the Sponsor of such termination and specifying the effective date of such termination at least thirty days before such termination. In such event, the Sponsor shall receive compensation equal to fifty percent of the non-federal share of any work acceptable to the Department which has been completed prior to the effective date of termination of this Grant Agreement.

14. This grant shall not be binding upon the parties until this agreement has been fully executed by the Department and the Sponsor.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement the day and year first written above.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: _____
Secretary of Transportation

ATTEST: _____

SPONSOR

Official Agency: Mount Airy-Surry County Airport

Signed: Richard S. Wimbish

Title: Chm

SEAL

Attest: Howard O. Woltz, Jr.

Title: Sec.

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

I, Joan L. Henderson (Vickers), a Notary Public in and for the County and State aforesaid, do hereby certify that Richard S. Wimbish personally came before me this day and acknowledged that he is Chairman Title of Mount Airy-Surry County Airport Authority (herein referred to as "Sponsor") and by authority duly given and as an act of said Sponsor, the foregoing instrument was signed by him, attested by Howard O. Woltz, Jr., Secretary of the Name and Title Sponsor, and the seal of the Sponsor affixed thereto.

WITNESS my hand and Notarial Seal, this the 23rd day of July, 1979.

Joan L. Henderson (Vickers)
Notary Public

My Commission Expires: October 16, 1979

SEAL

RESOLUTION

A motion was made by W. Brad Thomas and seconded by
Newell Baker Name and Title
for the adoption of the following
resolution, and upon being put to a vote was duly adopted:

THAT WHEREAS, the Mount Airy-Surry County Airport Authority (hereinafter referred
to as "Sponsor") has made a formal application to the Department of Transportation
(hereinafter referred to as "Department") for State financial aid for Mount Airy-
Surry County Airport; and

WHEREAS a grant in the maximum amount of \$ 12,940 has been approved;

NOW THEREFORE, BE AND IT IS HEREBY RESOLVED that the Chairman
Title
of the Sponsor be and he hereby is authorized and empowered to enter into a Grant
Agreement with the Department as may be necessary to effectuate the aforesaid
expressed purpose, thereby binding the Sponsor to the fulfillment of its obligation
incurred under this resolution and to its agreement under the said Grant Agreement
with the Department.

I, Howard O. Woltz, Jr., Secretary of the Mount Airy-Surry County Airport
Name and Title Sponsor Authority
do hereby certify that the above is a true and correct copy of an excerpt from the
minutes of the Mount Airy-Surry County Airport Authority of a meeting duly and
Sponsor
regularly held on the 19th day of July, 19 79.

WITNESS my hand and the official seal of the Mount Airy-Surry County Airport Authority
Sponsor

This the 23rd day of July, 19 79.

SEAL

Signed: Howard O. Woltz, Jr.
Title: Sec.
Of the: Mount Airy-Surry County
Airport Authority
Sponsor

CERTIFICATE OF PUBLIC AIRPORT AUTHORITY'S ATTORNEY

I, W. Thomas White acting as an attorney for
Mount Airy-Surry County Airport Authority (hereinafter referred
to as "Sponsor") do hereby certify that said Sponsor has the authority and power
to enter into the attached State Aid to Airports Grant Agreement with the North
Carolina Department of Transportation. I further certify that said Sponsor has
complied with all the necessary legal requirements prior to and including
authorizing Richard S. Wimbish, Chairman, to enter into
Title of Sponsor's Representative
said Grant Agreement on its behalf and that said Grant Agreement is legally
binding.

Signed: 

Typed Name: W. Thomas White
Attorney for the Sponsor

FINANCIAL OFFICER'S CERTIFICATION

Provision for the payment of monies to fall due under this agreement has been made by appropriation duly authorized, as required by the local government budget and Fiscal Control Act.

BY:

W. A. Smith

Title: Treasurer

(Finance Officer as defined in Part 3, Article 3, Subchapter III of Chapter 159 of the North Carolina General Statutes)

STATE AIRPORT AID ACCOUNTING SYSTEM CERTIFICATION FORM

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

I, Joan L. Henderson (Vickers), a Notary Public in and for the County and State aforesaid, do hereby certify that Raymond A. Smith personally came before me this day and acknowledged that he is the Treasurer (Finance Officer as defined in Part 3, Article 3, Subchapter III of Chapter 159 of the North Carolina General Statutes) for Mount Airy-Surry County Airport Authority and that by authority duly given and as an act Name of Local Government of said Mount Airy-Surry County Airport Authority the foregoing certificate was signed by said Finance Officer and the seal of Mount Airy-Surry County Airport Authority Name of Local Government affixed.

WITNESS my hand and Notarial Seal, this the 23rd day of July, 19 79.

Joan L. Henderson (Vickers)
Notary Public

My Commission Expires: October 16, 1979

SEAL