

Minutes

Mt. Airy/Surry County Airport Authority

March 23, 1993

A meeting of the Mt. Airy/Surry County Airport Authority was held at 4:00 pm on March 23, 1993 at the operations building. Authority members attending were Thurman Watts, Chairman, Cam Barnett, Don Holder and Dick Wimbish. Scott Marion FBO and Airport manager was also in attendance.

Chairman Watts called the meeting to order and ask that the minutes for the December meeting be approved. Cam Barnett made a motion to approve the minutes. Motion was seconded by Don Holder. Minutes were approved.

Mr. Watts briefed the members on several items that need to be taken care of. Among them discussed was a release from Mrs. Brown giving the airport authority permission to demolish and or remove the house that is on the fence line of the airport property. Don Holder was ask to take care of getting the release signed and notarized. Mr. Watts will take care of getting the lease signed by Mr. Cook on the land the authority is leasing to Mr. Cook.

Mr. Watts gave the authority members a copy of regulations that have been re-writtengoverning the use of the Mt. Airy/Surry County Airport and a copy of the lease agreement between the Airport Authority and Aviation Services of Mt. Airy, Inc. He ask the members to review them and that he would take action on them at our next meeting.

Mr. Watts informed the members of a letter received from the City asking if the Airport Authority wanted to submit a budget request for 1994. After discussing the transportation improvement program a request for funds was decided on and Mr. Watts will present the budget request to the City and also to the County.

Mr. Watts gave an update on the NDB. The LPA Group has been ask to help with the planing and finding the proper location. Personnel from the LPA Group, Mr. Watts, Dickey Hodges (a local surveyor) and Cam Barnett inspected the selected sight. After some preliminary work Mr. Hodges will get back with authority members.

All members agreed that the NDB project is not moving fast enough. Mr. Watts read a letter from Tommy Brintle. Mr. Brintle has all necessary information to begin construction on a 5-7 aircraft hanger. The number would be determined by the land available. Mr. Brintle stated the type hangers to be built, type of materials used and etc. He is requesting a twenty year lease at \$1.00 per year. The hangers would rent for \$150.00 to \$185.00 per month.

Mr. Brintle is ready to meet with authority members and would like to begin construction in about thirty days. After a discussion it was noted that we have not been presented with any plans for approval. In our last letter to Mr. Brintle he was ask to submit his plans with a proposed cost and we will draft a lease. After a long discussion it was decided to send a letter to Mr. Brintle telling him what our recommendations are and for him to submit the information that has been ask for by the authority members. Mr. Watts will write a letter.

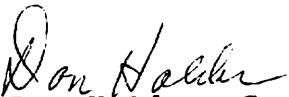
Mr. Watts gave the members a briefing on the progress of the security fence installation and ask for recommendations on other fencing needs. The current fencing project will be completed in about thirty days.

Carl Kessen was appointed by Chairman Watts to be the liaison person between Aviations Services of Mt. Airy and the Mt. Airy/Surry County Airport Authority.

Scott Marion gave an FBO report and reported that several runway lights and taxiway lights had been broken by vandals. He has had the lights replaced. Mr. Watts informed Mr. Marion that in the future any damages or vandalism be reported to the Sheriffs Dept.

There being no further business the meeting was adjourned.

Respectfully submitted,



Don Holder, Secretary

MINUTES

Mt. Airy/Surry County Airport Authority

May 13, 1993

A meeting of the Mt. Airy/Surry County Airport Authority was held at 4:00 P. M. on May 13, 1993 at the operations building of the airport. Authority members present were Therman Watts, Chairman Don Holder and Carl Kassen. Also in attendance was Attorney Carl Bell and Scott Marion, FBO and Airport Manager.

Chairman Watts called the meeting to order and asked that the minutes for the March 23rd, 1993 be approved. A motion was made by Carl Kassen to approve the minutes and seconded by Don Holder. Minutes were approved.

Chairman Watts informed the members that the purpose of the meeting was to approve the FBO lease agreement between Mt. Airy/Surry County Airport Authority and Aviation Services of Mt. Airy Inc. Scott Marion has asked for a change to be made to the lease in paragraph III. The change was made and the lease was approved.

The next item Chairman Watts presented was the 1993-1994 budget. Mr. Watts passed out copies of the 1993-1994 budget as submitted to the City and County.

Don Holder has obtained a release from Mrs. Pauline Brown to tear down the old house that is on the fence line of the airport.

Tom Webb has been retained to proceed with notifications for the purchase of land for the New NDB. Mr. Hodges (surveyer) has established location, Airport Authority has been notified, and the information has been sent to LPA Group. Mr. Watts has sent a letter to FAA requesting approval of the NDB location and has asked for a new NDB frequency.

Insurance for the airport was discussed. It was determined that the FBO Insurance covers the airport. Cam Barnett will be asked to do a study to determine if we need additional insurance.

Scott Marion gave the FBO report. Scotty informed the members of prices he got from several people about mowing grass on the airport. Lowest bid was from A. E. Cox, Jr. Carl Lassen made a motion to hire A. E. Cox, Jr., 2nd by Don Holder. Mr. Marion informed the members that several caps had been taken from some gate posts. A phone has been installed outside of the operations building for use by pilots when the operations building is closed.

There being no further business, the meeting was adjourned.

Respectfully submitted,

*Don Holder*

Don Holder, Secretary

MOUNT AIRY-SURRY COUNTY AIRPORT AUTHORITY

FISCAL YEAR 1993/1994 BUDGET

MOUNT AIRY-SURRY COUNTY AIRPORT AUTHORITY  
FISCAL YEAR 1993/1994 BUDGET  
DETAIL

Estimated Income

Operations:

Hanger rent	\$ 15,600
FBO rent	5,000

Estimated Operating Income	\$ 20,600
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Local shared revenues - unrestricted:

City of Mount Airy - ABC profits	\$ 10,000
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Local shared revenues - for capital improvements:

City of Mount Airy - Localizer facility and outer marker	\$ 90,000
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County of Surry - Localizer Facility and outer marker	60,000
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County of Surry - Upgrade/Relocate NDB	9,000
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*City of Mt. Airy - Upgrade/Relocate NDB	13,500
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	\$172,500
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Grants:

State of North Carolina - Localizer facility and outer marker	\$150,000
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State of North Carolina - Upgrade/Relocate NDB	22,500
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	\$172,500
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Interest

	\$ 3,000
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Total Estimated Income	\$378,600
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Appropriations

Operations:

Insurance	\$ 5,700
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Runway repair	4,000
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Grass mowing	5,100
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Other repairs and maintenance	9,000
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Accounting and auditing	4,000
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Utilities	3,500
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Telephone	800
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Other operating expenses	1,500
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Total Appropriated for Operations	\$ 33,600
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Capital improvements:

Upgrade/Relocate NDB	\$ 45,000
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Localizer facility and outer marker	300,000
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Total Capital Improvements	\$345,000
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Total Appropriations	\$378,600
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\* - This represents monies received from the City of Mount Airy during the FYE 6-30-93 for the NDB project budgeted for the 1993-94 fiscal year. This money is not considered revenue until the money is spent on the project. Until that time, the money will be classified as deferred revenue.

MOUNT AIRY-SURRY COUNTY AIRPORT AUTHORITY  
 FISCAL YEAR 1993/1994 BUDGET  
 ANALYSIS OF CAPITAL IMPROVEMENTS BY FUNDING SOURCE

	Total	Federal Share	State Share	Local Share
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Upgrade/Relocate NDB	\$ 45,000	\$ 0	\$ 22,500	\$ 22,500
Localizer Facility and Outer Marker	300,000	0	150,000	150,000
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	\$ 345,000	\$ 0	\$ 172,500	\$ 172,500
	=====	=====	=====	=====

MOUNT AIRY-SURRY COUNTY AIRPORT AUTHORITY  
FISCAL YEAR 1993/1994 BUDGET

Estimated Income  
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Operations	\$ 20,600
Local shared revenues - unrestricted	10,000
Local shared revenues - for capital improvements	172,500
Grants	172,500
Interest	3,000

Total Estimated Income	\$378,600 =====
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Appropriations  
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Operations	\$ 33,600
Capital improvements	345,000

Total Appropriations	\$378,600 =====
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Don Holder

NORTH CAROLINA )  
                                )  
SURRY COUNTY      )

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this the 13th day of May, 19 93, by and between MOUNT AIRY-SURRY COUNTY AIRPORT AUTHORITY, hereinafter called Owner, and AVIATION SERVICES OF MOUNT AIRY, INCORPORATED, a North Carolina Corporation with an office in Surry County, North Carolina, hereinafter called Operator:

W I T N E S S E T H:

WHEREAS, Mount Airy-Surry County Airport Authority was created by the governing bodies of the Town of Mount Airy and the County of Surry; and

WHEREAS, Mount Airy-Surry County Airport Authority has heretofore acquired certain real property and has caused to be constructed thereon an airport facility; and

WHEREAS, Aviation Services of Mount Airy, Incorporated is engaged in the business of operating airport facilities and is desirous of operating the airport facility located on the premises of the Mount Airy-Surry County Airport Authority.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Owner does hereby demise and lease unto the Operator and the Operator does hereby rent from the Owner the entire paved ramp area and the surrounding grassed area, the eighty (80) foot by eighty (80) foot hangar, the southwest compartment of the three-compartment "T" hangar, and the office building for the purposes as set forth hereinafter, the same being outlined and marked in red on a plat, said plat being marked Exhibit "A" and attached hereto and incorporated herein by reference.

It is mutually agreed by and between the parties hereto that the leased premises shall be used for the purpose of conducting the business of a Fixed Base Operator and for no other purpose. The Operator shall have full, quiet, peaceful enjoyment of the premises during the term of this agreement including the right of ingress to and egress from the premises subject only to such rules and regulations as are written, in effect, posted and adopted by the Owner on the effective date of this lease, which rules and regulations may from time to time be amended after consultation with the Operator.

LEASE AGREEMENT

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The Operator, Aviation Services of Mount Airy, Incorporated, acknowledges that the regulations promulgated by the Owner, provide that the airport shall be managed by an Airport Manager. The Owner hereby designates Operator, Aviation Services of Mount Airy, Incorporated as the Airport Manager with the duties as set out in the aforementioned airport regulations. The Operator, Aviation Services of Mount Airy, Incorporated agrees to serve as Airport Manager so long as it is so designated by the Owner. The parties acknowledge and agree that the designation of the Airport Manager is in the sole discretion of the Owner and may be changed at any time, after reasonable notice to the Operator.

-3-

The Operator is granted the right to sell petroleum products for aircraft using the said facilities and the Owner shall furnish or cause to be furnished the necessary equipment, in satisfactory operating condition, to store and deliver the same.

The Operator shall assume no liability for contamination caused by leakage of fuel underground due to no fault of the Operator. The Operator shall perform daily stick measurements to determine if fuel is being lost underground.

-4-

The Operator shall maintain an adequate supply of petroleum products for sale at all times. The Operator shall keep the airport facilities open for the sale of petroleum products from 8:00 a.m. until dark each day and shall be available for the sale of petroleum products by phone request at all other times. This provision is subject to the Operator's ability to obtain sufficient petroleum products using good faith efforts to obtain the same. By agreement with the Owner, hours of availability may be adjusted from those stated herein.

-5-

The Operator shall be entitled to make all reasonable and necessary charges for tie-down, hangar and other services for transient aircraft, usual and customary in the operation of an airport, subject to the provisions contained in Paragraph 7 hereof.

-6-

The Operator shall be authorized to conduct on and from the premises all business of flight instruction, aircraft rental, charter service, aircraft sales and such other aeronautical activities and business otherwise lawful and reasonably incident to

LEASE AGREEMENT  
Page Three

the operation of a Fixed Base Operator. The Operator has the right to conduct the aforementioned activities upon the leased area. The provision does not prevent the Owner from dealing with others to establish additional areas on properties owned by the Owner for the conduct of commercial aeronautical activities.

-7-

The Operator agrees to operate the leased premises for the use and benefit of the public, and to make available all leased airport facilities and services to the public without discriminatory or otherwise unreasonable charges or fees for any of the above-leased airport facilities. The Owner agrees that rates or charges for such activities and services shall be fixed by the Operator subject to the Owner's concurrence and approval of such rates and charges as to reasonableness. In the event of disputes as to such reasonableness, it is expressly understood by the Operator that final determination is to be the right of the Owner. All services performed by the Operator shall be with promptness and courtesy.

-8-

It is expressly understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of exclusive rights within the meaning of Section 308 (a) of the Federal Aviation Act of 1958 as amended.

-9-

The Operator agrees to keep the leased airport premises and facilities open to the public at all times agreed to by the parties as set forth in this lease or during all times as may be agreed to by the parties during the term of this lease. The Operator reserves the right to reduce operational hours in compliance with governmental requests and policies concerning the conservation of fuel.

-10-

The Operator shall at all times keep their leased Airport premises clean and free from rubbish and in a neat and presentable manner according to minimum standards to be determined by the Owner subsequent to the signing of this Lease Agreement.

-11-

The Operator shall maintain and keep in a reasonable state of repair the leased premises. The Owner agrees to pay the cost of major repairs to leased premises such as necessary painting, hangar

LEASE AGREEMENT

Page Four

door repair, water supply, sewage disposal and heating and cooling equipment as installed by Owner. The Owner further agrees to maintain the paved runways, taxi areas, ramp areas, roadways and all other areas existing or to be constructed in the future, in a reasonable and adequate manner. The Owner agrees to maintain and pay the costs of repairs of the VASI, REILS, non-directional beacon, security flood lights, rotating beacon and utilities for these items.

-12-

The Operator shall pay all utility bills for utilities on leased premises except as otherwise provided herein.

-13-

The Owner reserves the right to construct such additional buildings or hangars, improvements or other facilities as the Owner deems proper and agrees to negotiate a supplemental agreement with the Operator for the use thereof by the Operator. The Operator may, with permission of the Mount Airy-Surry County Airport Authority, construct such additional buildings or hangars as they deem proper and at the expiration of the lease period, including any option periods, the Operator may remove the same from the premises and agrees to restore the premises to as good a condition as when received by it, reasonable wear and tear excepted, and agrees specifically to indemnify the Owner for any damages or injuries to the premises caused thereby. The Owner has constructed a three-compartment "T" hangar, a four-compartment "T" hangar, an office building and a hangar with the dimensions of eighty (80) feet by eighty (80) feet. The Owner shall provide at its expense fire and extended coverage insurance for the above-mentioned buildings and the Operator shall provide liability insurance for the above-mentioned buildings as provided hereinafter. The southwest compartment of the said three-compartment "T" hangar shall be for the use of the Operator under the terms of this lease, said compartment for the Operator's use for a repair station, shop and possible classroom. The Operator shall be entitled to the full and complete use of the office building and the eighty (80) foot by eighty (80) foot hangar. The eighty (80) foot by eighty (80) foot hangar shall be used exclusively for the storage of aircraft until such time as the Owner may provide other satisfactory hangar facilities for the use of the airport.

-14-

The Operator shall maintain a Fixed Base Airport Liability Insurance Policy in minimum limits of \$500,000/\$1,000,000 bodily injury and \$100,000 property damage. This shall indemnify the Owner for all claims brought against it for bodily injury and

LEASE AGREEMENT  
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property damage due to negligent or careless operations by the Operator, and the Operator shall file a copy of this policy with the Owner. The Owner shall be named as an additional insured in said policy.

-15-

The Operator shall pay to the Owner in consideration for said facilities four percent (4%) of its gross receipts from the sale of aviation fuels. Payments will be made by the 30th day of the month following the month of sales. No other payments will be required. The Operator shall furnish monthly statements of receipts and disbursements for the sale of aviation fuels and such other financial statements as may be reasonably required by the Owner. It is specifically understood and agreed that the Owner reserves the right to examine the Operator's books and records at all reasonable times, said examination to be made by the Owner or the Owner's designated agents.

-16-

The term of this lease shall be for a period of five (5) years. The Operator shall have the right to terminate the lease with thirty (30) days written notice during the first year and with one hundred twenty (120) days written notice after the first year. In the event that the Owner determines that the Airport is not being operated up to the reasonable standards established by the Owner, the Owner will notify the Operator with regard to specific areas for improvement and provide that the Operator shall have a specific time, said time to be a reasonable time under the circumstances, to correct and rectify the specific complaints of the Owner. In the event that it appears to the Owner that the Operator is not providing the services and maintaining the facilities as designed by the Owner and after Operator has had an opportunity to correct and rectify Owner's complaints as provided hereinabove, the Owner shall conduct a hearing to determine whether or not the Operator is operating the demised premises in accordance with the reasonable requirements of the Owner. If, after conducting said hearing, it is determined that the Operator is not providing services and maintaining the demised facilities according to the standards established by the Owner and/or as may be contained in this lease, the Owner shall have the right to immediately terminate this lease at its sole discretion.

The Owner hereby grants unto the Operator an option to renew the within lease for an additional five (5) year period. The terms and conditions of the lease to be negotiated no later than sixty (60) days prior to the expiration of the original term of the lease of his intention to exercise the option subject to the terms and conditions being negotiated.

-17-

The terms and conditions of this agreement shall not prevent the Owner from executing leases with other Fixed Base Operators as well as the United States Army, United States Air Force, United States Navy or other Federal Agencies pertaining to governmental flying in the use of said airport.

-18-

If, during this agreement, the United States Government or any other Governmental Agency acquires possession of the premises herein leased by virtue of any laws now in effect or which may become effective during the term of this agreement, then this agreement, at the option of either party, may be terminated or may be suspended for the period the Operator is deprived of the premises, and thereafter the Operator may resume its tenancy and the agreement shall continue until the full term thereof has been enjoyed by the Operator.

-19-

It is agreed and understood between the parties that during the term of this agreement or any renewal thereof, the Federal Aviation Administration or any other Federal or State Agency shall be permitted to enter said premises and to make any improvement to or on said airport.

-20-

The Operator must first obtain the approval of the Owner before making any major alterations, additions or improvements to or on the leased premises.

-21-

The Operator shall not enter into any transaction which would deprive the Owner of any of the rights and powers necessary to perform and comply with all covenants of the agreements or other obligations imposed by any agreement and/or the laws and regulations of the State and Federal Governments. Further, the Operator and Owner agree to fully comply with all agreements and State and Federal laws and regulations with regard to the operation of the demised premises. Operator agrees that in its operation and use of said airport it will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by the regulations of the United States Department of Transportation. The Owner hereby reserves the right to take such action as the Federal Aviation Administration or the Department of Transportation may direct to enforce such covenants of nondiscrimination.

-22-

This agreement may not be assigned or sublet by the Operator without the prior written consent of the Owner.

-23-

The Operator agrees to keep a sufficient area open in the ramp area of the leased premises sufficient for use as a taxiway by the public for loading and unloading, for access to the fuel pumps and for other uses of the public which may arise.

-24-

Should any party violate any term or provision of this Contract and fail to take reasonable action to remedy same upon ten (10) days written notice, the party not in default may immediately terminate the Contract. Upon termination of this Contract, the Operator agrees to immediately vacate the premises. Should the Owner fail to take reasonable corrective action to remedy any default on his part in the stated ten (10) days, the Operator may continue to occupy the leased premises and shall not be liable for any of the payments set forth in Paragraph 15 during the period of the default.

-25-

The Operator shall have the right to exclude from the leased premises any party who fails to meet the Operator's terms for payment of goods and services rendered.

-26-

The Operator shall have the right to refuse service and exclude from the leased premises any person operating any aircraft in a manner contrary to Federal regulations and/or rules of safe practice.

-27-

The Owner of any aircraft based at the Mount Airy-Surry County Airport Authority shall have the right to provide either by himself or by some other party maintenance of all types on his aircraft. Those individuals who either provide by themselves or through some one else not employed by the Mount Airy-Surry County Airport and the Airport Manager or FBO, shall provide to the FBO and to the Mount Airy-Surry County Airport Authority a release releasing the FBO and the Mount Airy-Surry County Airport Authority from any and all liabilities, if any, which might arise as a result of the maintenance performed by the individual or someone employed

LEASE AGREEMENT  
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by the individual. The individual shall provide to the FBO and/or the Mount Airy-Surry County Airport Authority liability insurance coverage as the authority might require from time to time.

IN WITNESS WHEREOF, the Owner hereto has caused these presents to be signed in its name by its President, attested to by its Secretary, and the Operator has hereunto caused these presents to be signed in its name by its \_\_\_\_\_ President and attested to by its Secretary the day and year first above written.

MOUNT AIRY-SURRY COUNTY AIRPORT  
AUTHORITY

BY:

Sherman Watts  
President

ATTEST:

Donald J. Holder  
Secretary

AVIATION SERVICES OF MOUNT AIRY,  
INCORPORATED

BY:

Mark Scott Marion  
President

ATTEST:

Shil P. Marion  
Secretary



LEASE AGREEMENT  
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STATE OF NORTH CAROLINA )  
COUNTY OF Surry )

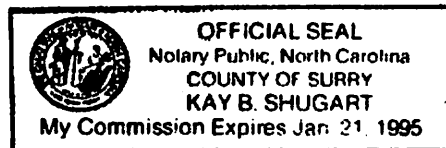
I, Kay B. Shugart, a Notary Public in and for the County of Surry, State of North Carolina, certify that Don Holder personally appeared before me this day and acknowledged that he/~~she~~ is the Secretary of MOUNT AIRY-SURRY COUNTY AIRPORT AUTHORITY, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Thurman Watts President, sealed with its corporate seal, and attested by himself/herself as Secretary.

Witnesseth my hand and notarial seal this the 21st day of June, 19 93.

Kay B. Shugart  
NOTARY PUBLIC

My Commission Expires:

1/21/95



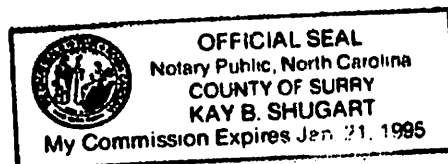
STATE OF NORTH CAROLINA )  
COUNTY OF Surry )

I, Kay B. Shugart, a Notary Public in and for the County of Surry, State of North Carolina, certify that Sybil Pruitt Marion personally appeared before me this day and acknowledged that he/~~she~~ is the Secretary of AVIATION SERVICES OF MOUNT AIRY, INCORPORATED, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mark Scott Marion President, sealed with its corporate seal, and attested by himself/herself as Secretary.

Witnesseth my hand and notarial seal this the 8th day of June, 19 93.

Kay B. Shugart  
NOTARY PUBLIC

My Commission Expires: 1/21/95



MINUTES

Mt. Airy/Surry County Airport Authority

June 7, 1993

A meeting of the Mt. Airy/Surry County Airport Authority was held at 4:00 P.M. on June 7, 1993 at the operations building of the airport. Authority members present were Therman Watts, Chairman, Don Holder, Carl Kassen, Cam Barnett and Dick Wimbish. Also in attendance was Attorney Carl Bell and Scott Marion, FBO and Airport Manager.

Chairman Watts Called the meeting to order and asked that the minutes for the May 13, 1993 be approved. A motion was made by Carl Kassen to approve the minutes and seconded by Cam Barnett. Minutes were approved.

Chairman Watts briefed the members on the purpose of the meeting and informed them that the City and County was not going to approve the money that was requested. It is wait and see how much is approved. We will make improvements to the airport as money becomes available. Mr. Watts Pointed out several lease agreements that need to be signed. He asked that they be taken care of as soon as possible.

Mt. Watts briefed the members on the process of land acquisition from Mrs. Chilton to place the new NDB on. The appraisal has been completed, and the Airport Authority needs to send a certified letter and make an offer. The value of the tract of land has been put at \$2,650.00. A motion was made by Don Holder to send a letter to Mrs. Chilton with the offer. Motion was seconded by Carl Kassen. Motion was approved.

Mr. Watts read a letter from the FAA recording the location of the proposed NDB and the center line of the runway. LPA Group will take care of it.

Scott Marion gave the FBO report. Scott reported that the NDB has been inspected and it checked OK. It was a ground inspection only.

Carl Kassen gave a report on airport operations, report on appearance and housekeeping. The garbage dumpster needs to be moved. The garbage truck is crushing the ramp. Mr. Kassen and Scott Marion will take care of moving the dumpster.

Cam Barnett read a letter from our insurance company and they have recommended that we reevaluate our insurance. Dick Wimbush made a motion to increase our insurance by 5%, seconded by Carl Kassen. Cam Barnett will look into the insurance for the Airport Authority.

Mr. Watts informed the members that Tommy Brindle has decided not to build any hangers at the Mt. Airy Airport, but he has a request from Mr. Crossingham of Spencers, Inc. to build a hanger for the Company's two aircraft. Cam Barnett has been in contact with Mr. Crossingham about Spencers building a hanger. Mr. Crossingham wants a simple lease agreement. After a lengthy discussion regarding the lease of land to Spencers, Inc. it was decided that Mr. Watts and Mr. Barnett would draft a lease agreement for Mr. Crossingham's approval.

There being no further business, the meeting was adjourned.

Respectfully submitted,

  
Don Holder, Secretary

MINUTES

Mt. Airy/Surry County Airport Authority

~~November 16,~~ 1993

AUG 4

A meeting of the Mt. Airy/Surry County Airport Authority was held at 4:00 P. M. on August 4, 1993 at the operations building of the airport. Authority members present were Thürman Watts, Chairman, Don Holder, Cam Barnett, and Carl Kassen. Also in attendance was Attorney Carl Bell and Scott Marion, FBO and Airport Manager.

Chairman Watts called the meeting to order and asked that the minutes for the June 7, 1993 meeting be approved. A motion was made by Cam Barnett to approve the minutes and seconded by Carl Kassen. Minutes were approved.

Carl Kassen gave a report on his inspection of the airport. Mr. Kassen makes a walk around inspection of the airport about once each month. He informed the authority members of some things that need to be done. The most important being the patching of the ramp where the garbage truck has broken through the pavement. Mr. Kassen and Scott Marion will contact some paving contractors to get a price for repair. Mr. Kassen reported that the dumpster has been moved.

Cam Barnett gave the treasurers report and pointed out that we were still holding some money from Lynch Construction because of some things that Lynch Construction has to take care of, one being the erosion control problem, and the parking ramp has had the tie downs installed. Mr. Barnett informed the authority members that he has asked Blue Ridge Burke Insurance Co. for a quote on liability insurance. He has asked for a price on one million and five million. Our insurance has been increased by 5%.

Chairman Watts informed the members that the law suit over the erosion control problem with the State, Lynch Construction and the Airport Authority has not been settled. Attorney Carl Bell is working with the attorney for Lynch Construction, and they are trying to work things out.

A lease has been drafted for Spencers, Inc. for Mr. Crossingham's approval. After a long discussion it was agreed to make some minor changes and add a paragraph. A motion was made by Don Holder and seconded by Cam Barnett to

present the lease to Mr. Crossingham for his approval. Attorney Carl Bell advised the board that a more thorough lease would protect the Airport Authority better. The motion to present the lease to Mr. Crossingham was approved.

A lease agreement between the Airport Authority and Floyd Pike Electric Co. was reviewed. Cam Barnett made a motion to present the lease agreement, after some modification, to Floyd Pike Co. for their approval. Motion was seconded by Don Holder. Motion was approved.

Strand, Skee, Jones & Co. (CPA) has been hired to do the 1993 audit.

The NDB Ground Inspection Report has been received and was satisfactory.

Mr. Watts has received a letter from LPA Group and reported that the new NDB has been approved. Tom Webb is in process of closing on the land purchase from Mrs. Chilton for the new NDB.

Scott Marion gave the FBO report.

There being no further business, the meeting was adjourned.

Respectfully submitted,



Don Holder, Secretary

MINUTES

Mt. Airy/Surry County Airport Authority

November 16, 1993

A meeting of the Mt. Airy/Surry County Airport Authority was held at 4:00 P. M. on November 16, 1993 at the operations building of the Airport. Authority members present were Thurman Watts, Cam Barnette, Don Holder, Carl Kassen and Dick Wimbish. Also in attendance was Scott Marion, FBO and Airport Manager.

Chairman Watts called the meeting to order and asked that the minutes for the August 4th meeting be approved. Cam Barnett made a motion to approve the minutes, seconded by Carl Kassen.

Carl Cassen gave his Airport Operations Inspection report. He reported that Mr. Cook has not placed a lock on the gate by the pond. Mr. Watts stated that for security purposes the gate should be locked. Mr. Watts will write Mr. Cook a letter, asking him to place a lock on the gate. Mr. Kassen reported that Scott Marion does not have a price on patching the ramp where the dumpster was, but has asked a paving company to give a price for repair. Mr Kassen reported that the Bannertown Fire Department will burn the old house (that is on the west side fence line) Friday November 19th. The Fire Marshall has been asked to make a courtesy inspection of the airport. We are awaiting his scheduling. Mr. Kassen will contact the Fire Marshall.

Cam Barnett gave the treasurers report.

Mr. Watts reported that Jimmy Lynch has settled with the state on the Erosion Control fines. His attorney has asked the Airport Authority's Attorney (Carl Bell) for final payment. Thurman Watts will contact the LPA Group about Mr. Lynch's final payment and ask about the ramp tie downs not being installed.

Mr. Watts reported that the specifications and request for bids for the new NDB has been mailed out and the bids are to be received by LPA on November 23rd, 1993. He reported that the paperwork for the NDB is being approved by the FAA and FCC. The land has been closed. The three right of ways have been approved.

After some discussion it was agreed that in the future if the Airport Authority has any land to purchase or right of way to obtain, that a member of the Airport Authority would contact the owner. The purpose being that we want to keep good relations with land owners that we have to deal with.

The audit report has been received from Strand, Skees & Jones. No irregularities was found.

Mr. Watts received a bookkeeping proposal from Strand, Skees & Jones for our accounting for 1994. No action was taken on this request.

Chairman Watts informed the members that Cam Barnett has asked to be relieved of the duties as treasurer, and that Carl Kassen has agreed to take over the duties as treasurer. Dick Wimbish made a motion accepting Mr. Barnett's resignation, and to appoint Carl Kassen as treasurer as of December 1, 1993. Seconded by Don Holder. Motion approved.

Cam Barnett gave a report on bonding for the treasurer. A motion was made by Thurman Watts to have the treasurer bonded for \$25,000.00, seconded by Cam Barnett. Carl Kassen will check on bonding for all the Authority Members.

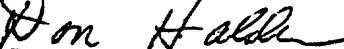
Cam Barnett has been asked to follow up on fuel farm problems, under ground storage and testing, removal of under ground tank, etc. Cam will also follow up on the NDB project.

Mr. Watts passed out a proposed lease between Spencers and the Airport Authority. After some discussion, he asked that we take the proposed lease and study it and we will take it up at our next meeting. Mr. Watts informed the members that we need to finish with these leases. Mr. Watts will also ask for LPA's advise regarding fuel farms.

Scott Marion gave the FBO up date. He reported that the under ground storage tank's inspection has been delayed because there is no aviation fuel available to top off the tanks. They should be tested in December or January. Mr Watts concern is, are we within the law if we wait? He asked Mr. Marion to check with the authorities.

There being no further business, the meeting was adjourned.

Respectfully submitted,

  
Don Holder, Secretary

MINUTES

Mt. Airy/Surry County Airport Authority

December 20, 1994 ~~1994~~ 1993

A meeting of the Mt. Airy/Surry County Airport Authority was held at 4:30 P. M. on December 20, 1993 at the operations building of of the Airport. Authority members present were Thurman Watts, Cam Barnette, Don Holder and Carl Kassen. Also in attendance was Scott Marion, FBO and Airport Manager, Randy Mason, chief pilot for Spencers.

Chairman Watts called the meeting to order and asked that the minutes for the November 16th meeting be approved. Carl Kassen made a motion to approve the minutes, seconded by Thurman Watts. Minutes were accepted as written.

The NDB bid was received, reviewed, and approved. The LPA Group has been directed to turn the contract over to Barnes and Powell of Elm City, NC . We are accepting the base bid. Alternate #1, which is for 50' post, and alternate #3 which is fencing around the transmitter. The base bid is for \$19,600. Alternate #1 is for \$2,400.00 and alternate #3 is for \$3,973.00. Total \$25,973.00. Tom Webb informed Mr. Watts that the right of ways have been completed. Cam Barnett will be the action officer on the NDB project.

Chairman Watts informed the members that we have received the endorsement for additional insurance on Aviation Services of Mt. Airy's insurance policy.

Mr. Watts has received a letter from the North Carolina Airport



Association. Membership is \$25.00 per year. Carl Kessen will look into this.

Mr. Cook has asked to lease the Cook property for 1994 under the same terms as 1993. Carl Kassen made a motion to lease the land to Mr. Cook for another year, seconded by Don Holder. Motion was approved.

Mr. Watts informed the authority members that we owe Attorney Carl Bell \$750.00 for his work on Jimmy Lynch's problem with the State and before we make final payment to Lynch Construction we need to take the \$750.00 off his bill. Mr. Watts and Carl Kassen will meet with Carl Bell to go over everything before closing out with Mr. Lynch.

Scott Marion reported that the tie downs for the new parking ramp has been installed. LPA is checking to see if the tie downs were in the contract with Mr. Lynch. LPA will meet with Mr. Watts the second week in January to go over the contract and close out the projects.

Carl Kassen gave the treasurers report. \$125,825.78 in money market account and \$61,381.10 in checking. Carl checked with the Insurance Company and they say there is no need for other authority members to be bonded.

Scott Marion gave the FBO Report. Scott reported the underground storage tanks are due to be tested by February 4, 1994.

The Lease agreement with Spencers was discussed. Randy Mason, chief pilot for Spencers had several questions and suggestions, and Mr. Mason informed the members that Spencers would like to proceed as soon as possible. He also informed us that if they could not have a fuel farm, that they would not want to build a hanger. After a long discussion, it was decided that Mr. Watts would check with Attorney Carl Bell and LPA Group about the

concerns some of us have about approving additional fuel farms. The Authority members will meet in early January for more discussions on approving additional fuel farms. Mr. Watts asked Mr. Mason to report to Mr. Crossingham that all things were discussed, and we will try to work with him and that the only problem we have is with additional fuel farms. Legal and responsibility aspects are our only concerns.

There being no further business, the meeting was adjourned.

Respectfully submitted,

  
Don Holder, Secretary