



## MOORE COUNTY AIRPORT AUTHORITY MEETING AGENDA

**TUESDAY, FEBRUARY 11<sup>TH</sup>, 2020**

PUBLIC MEETING BEGINS AT **10:00 A.M.**

(TO ATTEND ELECTRONICALLY: CONTACT AIRPORT ADMINISTRATIVE ASSISTANT FOR INSTRUCTIONS)

**CLOSED SESSION (IF ANY) BEGINS AT 9:30 A.M.**

### **CALL TO ORDER**

#### **A. OPEN SESSION - WELCOME**

#### **B. CLOSED SESSION (9:30 A.M.)**

1. *I hereby move that, pursuant to [N.C.G.S. 143-318.11(a)(5)] the Authority meet in closed session to establish or instruct the staff or agent concerning the negotiations of the amount of compensation or other terms of an employment contract: Tarheel Communications – US Open 2024.*

#### **C. PLEDGE OF ALLEGIANCE**

#### **D. ADDITIONAL AGENDA ITEMS (IF ANY)**

1. \_\_\_\_\_

#### **E. CONFLICT OF INTEREST INQUIRY**

#### **F. APPROVAL OF AGENDA**

#### **G. APPROVAL OF PREVIOUS MEETING MINUTES**

1. Moore County Airport Authority Meeting Minutes Presented:  
*January 14<sup>th</sup>, 2020*

#### **H. PUBLIC COMMENTS – (See back page for Procedures)**

#### **I. PRESENTATIONS/GUEST SPEAKERS**

1. *Andy Lawrence, Olive Architecture **Restaurant Concept & Feasibility Report.***

#### **J. PUBLIC HEARING**

*(NONE)*

#### **K. MINIMUM STANDARDS**

*(NONE)*

#### **L. REPORT INQUIRIES (IF ANY)**

1. Manager's Report
2. *Financial Summary*
3. *Operation's Report*

#### **LI. UNFINISHED BUSINESS**

1. *Historic Preservation Commission* Update.
2. Review Aircraft Maintenance Services Request for Proposal (*RFP*).

#### **LII. NEW BUSINESS**

1. Consider revised *Airport Event Policy* for approval.

#### **LIII. ADDITIONAL AGENDA ITEMS ADDRESSED (IF ANY):**

1. \_\_\_\_\_

#### **LIV. ANNOUNCEMENTS/COMMENTS/ADJOURNMENT (Time\_\_\_\_\_)**

1. In accordance with the N.C.G.S 159-12, Article 3: Local Government Budget & Fiscal Control Act, the Moore County Airport Authority will hold a **Public Hearing** on the FY 2020/2021 Airport Budget **Tuesday, March 10, 2020** during the regular scheduled Authority Meeting.
2. Announce the Moore County Airport Authority monthly meeting will be held at 10:00 a.m. in the Moore County Airport Terminal Conference Room on Tuesday, March 10<sup>th</sup>, 2020.

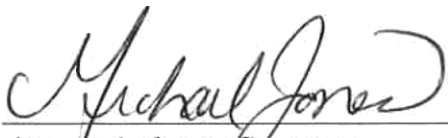
PROCEDURES FOR PUBLIC COMMENTS  
MOORE COUNTY AIRPORT AUTHORITY

*The Moore County Airport Authority is committed to allowing members of the public an opportunity to offer comments and suggestions. All comments and suggestions addressed to the Authority during the Public Comment Period shall be subject to the following procedures:*

- 1. The comment period will be limited to items not listed on the current Agenda. Comments related to any current agenda items will be heard at such time the Authority addresses the agenda item during the meeting and prior to any formal vote being held by the Authority.*
- 2. Any individual that wishes to speak will have five (5) minutes to make his/her remarks. Speakers are asked to state their identity for record before beginning remarks.*
- 3. The Authority reserves the right to respond to public comments, but is not required.*
- 4. Speakers will be courteous in their language and presentation. Matters or comments which are harmful, discriminatory or embarrassing to any citizens, official or employee shall not be allowed. Speaker must be respectful and courteous in their remarks and must refrain from personal attacks and the use of profanity.*
- 5. Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such remarks and documents with staff*
- 6. Speakers shall not discuss any of the following:*
  - a. Matters which concern the candidacy of any person seeking public office, including the candidacy of the person addressing the Board;*
  - b. Political Issues;*
  - c. Closed Session matters.*

*Adopted, this the 8<sup>th</sup> day of November, 2016*

  
\_\_\_\_\_  
Airport Authority Chairman

  
\_\_\_\_\_  
Airport Authority Secretary



***Moore County Airport Authority***  
***Tuesday, January 14<sup>th</sup>, 2020***  
***Public Meeting – 9:00 a.m.***  
**Minutes**

The Moore County Airport Authority Meeting began at 9:00 a.m. on Tuesday, January 14<sup>th</sup>, 2020 in the Moore County Airport Terminal Conference Room. Airport Authority quorum was present.

**Authority Members Present:** Tom McPherson, Chairman  
Mike Jones, Secretary/Treasurer  
Don Delauter, Member  
Pat Corso, Member

**Authority Members Absent:** (None)

**Authority/Staff Present**  
**Participating Electronically:** Barry Lerman, Vice Chairman

**Staff Present:** Ron Maness, Airport Manager  
Bobbie Cox, Operations Director  
Crystal Meyers, Administrative Assistant  
Jane Long, Finance Administrator  
Paul Puszyński, Line Service Supervisor

**Others Present:** Jerry Daeke, Board of Commissioners  
Jim Curlee  
Jim Truemper  
Charles Mirman  
Ken Haenlein  
Jim Epting

**CALLED TO ORDER**

**A. Opened Session**

1. Airport Authority Chairman, Tom McPherson, opened public session.

**B. Pledge of Allegiance was led by Chairman, Tom McPherson.**

**C. Additional Agenda Items Requested**

1. Discuss Aircraft Maintenance Services at the Airport.
2. Report the current status of the Strategic Plan Project.
3. Consider Items for the Annual Authority Meeting Agenda.

**D. Conflict of Interest Inquiry was made by Chairman, Tom McPherson.**

*(None)*

**E. Approval of Agenda**

1. Upon motion made by Chairman, Tom McPherson, and seconded by Secretary, Mike Jones, the Authority voted 5 to 0 to approve the Agenda presented, to include Agenda Item(s) C1, C2, & C3.

**F. Approval of Previous Meeting Minutes**

1. Moore County Airport Authority Meeting Minutes Presented: December 9<sup>th</sup>, 2019.
  - Upon motion made by member, Don Delauter, and seconded by member, Pat Corso, the Authority voted 5 to 0 to approve the December 9<sup>th</sup>, 2019 Airport Authority Meeting Minutes.

**G. Public comments**

*(None)*

**H. Presentations/Guest Speakers**

*(None)*

**I. Public Hearing**

*(None)*

**J. Minimum Standards**

*(None)*

**K. Report Inquiries/Comments/Action Items**

1. The Authority members reviewed/heard the following reports listed below:
  - Airport Manager, Ron Maness Reported:
    - Marvin Waters requested to host an Event at the Airport on Memorial Day weekend 2020.
    - Continued progress with Ken Haenlein's Hanger Development Project and the Land Lease.
    - The Festival D'Avion is delayed in planning due to deployments. An update will be provided.
    - The PAPI has been repaired.
    - Repairs are ongoing with the runway approach lighting.
  - Financial Report was summarized by Airport Manager, Ron Maness.
    - Chairman, Tom McPherson, inquired about the increase in landings that did not appear to have any impact on fuel sales.

- Airport Manager, Ron Maness, stated there were no recorded indications of the unusual trend.

- Operations Report was summarized by Operations Director, Bobbie Cox.
  - The Authority had no inquiries/comments/action items.

**L. Unfinished Business**

1. Request approval of the Airfield Storm Drain Rehabilitation Work Authorization, Grant No. 36244.57.12.1.
  - Upon motion made by Secretary, Mike Jones, and seconded by member, Don Delauter, the Authority voted 5 to 0 to approve the Airfield Storm Drain Rehabilitation Work Authorization, Grant No. 36244.57.12.1.

**M. New Business**

*(None)*

**N. Additional Agenda Items**

1. After discussion to solicit Aircraft Maintenance Services at the Moore County Airport, by consensus, the Authority agreed to move forward with a Request for Proposal (RFP).
  - Secretary, Mike Jones, suggested a Committee be formed to draft an Aircraft Maintenance Service RFP. Base customer, Jim Truemper, volunteered to assist with the RFP, along with Chairman, Tom McPherson, and Airport Manager, Ron Maness.
2. After review of the Strategic Plan the Authority, by consensus, expressed an unfavorable opinion of the results. The Authority indicted conversations are necessary to have the proposed process executed and future payments will be withheld until a satisfactory agreement can be made.
  - Upon motion made by Chairman, Tom McPherson, and seconded by Secretary, Mike Jones, the Authority voted 5 to 0 to withhold payments for the Strategic Plan Project until the stipulated plan has been completed to satisfaction or unless another option can be agreed upon.
3. Discussion ensued between the Authority members on the upcoming Annual Meeting Agenda Items.
  - Chairman, Tom McPherson, indicated his intent to discuss, in more detail, the Strategic Plan, Master Plan, and the Annual Operations Forecast of the Airport.
  - Secretary, Mike Jones, expressed his interest in discussion Community Connection projects such as a Museum, a Scholarship Program, and a Restaurant.

**O. Announcements/Comments**

1. Announce the Moore County Airport Authority will hold a Special Meeting at 10:00 a.m. in the Moore County Airport Conference Room on Wednesday, January 15th, 2020.
2. Announce the Moore County Airport Annual Meeting will be held at 10:00 a.m. at the Pinehurst Resort, Pinehurst, NC on Monday & Tuesday, January 27th – 28th, 2020.

3. Announce the Moore County Airport Authority monthly meeting will be held at 10:00 a.m. in the Moore County Airport Terminal Conference Room on Tuesday, February 11th, 2020.
4. Chairman, Tom McPherson, called for a recess at 9:45 a.m.

**P. Closed Session** (10:00 a.m.)

1. Pursuant to **[N.C.G.S. 143-318.11(a)(6)]** the Airport Authority will meet to consider the qualifications, competence, performance, condition of appointment of a public officer or employee or prospective public officer or employee: Airport Manager Position Interviews

**Q. Adjournment**

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Tom McPherson Chairman  
Moore County Airport Authority

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Mike Jones, Secretary  
Moore County Airport Authority

## Expense and Revenue Comparison

Compare to 1 year ago

OPERATING EXPENSES	CURRENT BUDGET	Jan-20	YEAR TO DATE	% Used	YTD Jan 2019	DIFFERENCE
Operating Expenses - Administration	474,671	50,819	283,421	60%	246,625	36,795
Operating Expenses - Facility Maintenance	140,752	11,516	86,451	61%	113,198	(26,747)
Operating Expenses - Line & Customer Service	1,882,691	82,333	1,065,860	57%	973,230	92,630
Total Operating Expenses	2,498,114	144,669	1,435,731	57%	1,333,053	102,678
OPERATING REVENUES	CURRENT BUDGET	Jan-20	YEAR TO DATE	% Used	YTD Jan 2019	DIFFERENCE
FUEL: JET-A	1,721,811	53,957	1,115,648	65%	910,071	205,576
FUEL: 100LL	373,246	21,557	200,172	54%	202,959	(2,787)
HANGAR & FACILITY RENTAL	522,667	37,404	371,608	71%	346,994	24,615
AIRPORT SERVICES	84,600	2,630	52,744	62%	47,253	5,491
SHOP KSOP	1,500	231	1,480	99%	1,674	(194)
OTHER	5,000	548	2,893	58%	2,599	294
FUEL CONTINGENCY	(50,000)	0		0%	0	0
Total Operating Revenues	2,658,824	116,326	1,744,545	66%	1,511,549	232,996
<b>NET OPERATING PROFIT (LOSS)</b>	160,710	(28,343)	308,813	192%	178,496	130,317

NON-OPERATING EXPENSES	CURRENT BUDGET	Jan-20	YEAR TO DATE	% Used	YTD Jan 2019	DIFFERENCE
Depreciation Expense recorded to date	0	18,000	90,000		122,743	(32,743)
Grant Match & Transfers Out	300,000	0	51,500	17%	150,878	(99,378)
Capital Outlay	100,000	147	55,053	55%	38,333	16,720
Contribution to Moore County	0	0	0		0	0
Total Non-Operating Expenses	400,000	18,147	196,553	49%	311,954	(115,401)
NON-OPERATING REVENUES	CURRENT BUDGET	Jan-20	YEAR TO DATE	% Used	YTD Jan 2019	DIFFERENCE
Interest Earned	30,000	3,139	21,057	70%	19,201	1,856
Total Non-Operating Revenues	30,000	3,139	21,057	70%	19,201	1,856
<b>NET NON-OPERATING PROFIT (LOSS)</b>	(370,000)	(15,008)	(175,496)	47%	(292,753)	117,257

<b>TOTAL NET PROFIT (LOSS) aka Retained Earnings Impact</b>	(209,290)	(43,351)	133,317	-64%	(114,257)	247,574
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## Income from Line &amp; CSR

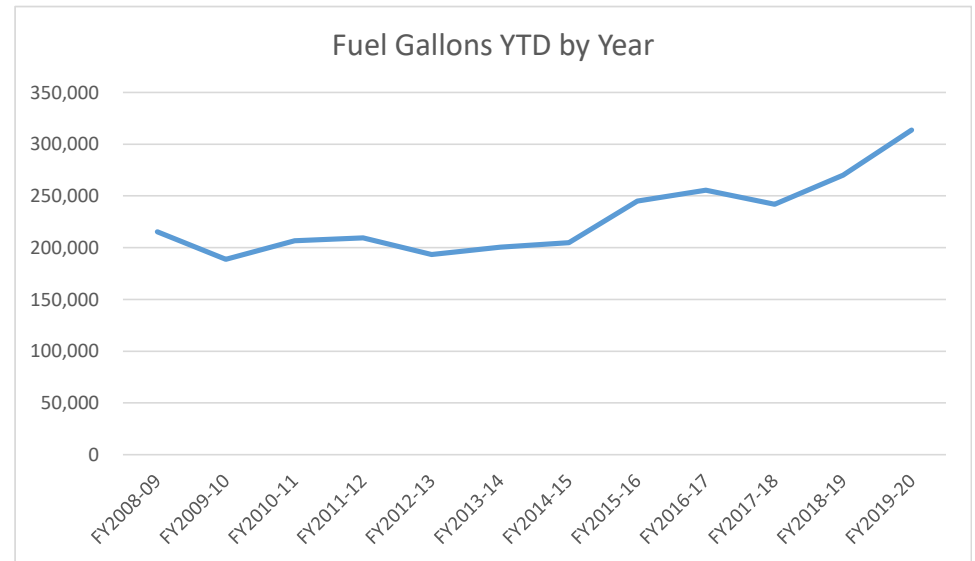
Services & Fuel Sales less Line & Customer Service	296,966	(4,189.89)	302,704		187,053	115,651
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# MOORE COUNTY AIRPORT FINANCE MEASURABLES Jan-20

Fuel Gallons Sold	<u>2020</u>	<u>2019</u>	
100LL Gallons January	4,714	5,580	-15.5%
Jet A Gallons January	13,485	21,460	-37.2%
Total Gallons January	18,199	27,040	-32.7%
100LL Gallons YTD (January)	45,255	46,187	-2.0%
Jet Gallons YTD (January)	268,487	224,026	19.8%
Total Gallons YTD (January)	313,742	270,213	16.1%

## Historical

Fuel Gallons Pumped YTD (January)	
FY2008-09	215,347
FY2009-10	188,720
FY2010-11	206,580
FY2011-12	209,370
FY2012-13	193,268
FY2013-14	200,488
FY2014-15	204,894
FY2015-16	245,003
FY2016-17	255,459
FY2017-18	241,972
FY2018-19	270,213
FY2019-20	313,742





**Fuel Gallons by Customer Type****2020****2019**

Jet Base	3,673	6,630	-44.6%
Jet Transient	9,812	14,830	-33.8%
Total Jet for January	13,485	21,460	-37.2%
Avgas Base	3,025	3,338	-9.4%
Avgas Transient	1,689	2,242	-24.7%
Total Avgas for January	4,714	5,580	-15.5%

**Landings****2020****2019**

Single Engine Landings	484	375	29.1%
Multi Engine Landings	26	48	-45.8%
Jet Landings	37	67	-44.8%
Helicopter Landings	66	26	153.8%
Total Landings January	613	516	18.8%
Total Landings YTD	5,415	3,836	41.2%

**December 2019 Operations Report:**

1. The new Holland Tractor was picked up and an annual service was performed by Clapp Brothers in Siler City.
2. Carl changed the oil and filter in the John Deere mower 997R.
3. King Electric came out and repaired the lighting and signage systems.
4. A new seal was installed in the Jet-A pump at the fuel farm.
5. Gattis Construction came out and repaired a leak in the pilot lounge area.
6. A compliance evaluation inspection was performed on our Stormwater General Permit and records by Michael Lawyer from the Division of Energy, Mineral and Land Resources.
7. Tri-City Auto repaired the inoperative driver's side window on our company van.
8. 4 Seasons performed a bi-annual inspection of our air conditioning systems.

# **Handbook for Historic Preservation Commissions in North Carolina**



*A joint publication of*  
**Preservation North Carolina**  
*and*  
**State Historic Preservation Office  
Division of Archives and History  
North Carolina Department of Cultural Resources**

## 6

# Designation of Historic Landmarks

Historic landmark designation applies to individual properties, which may be buildings, structures, sites, areas, or objects. State law specifies the procedure for designation of landmarks. The historic preservation (or historic landmarks) commission recommends designation, and the local governing board designates the landmark by adopting a designation ordinance.

Landmark designation is an honor. It signifies recognition that the property is important to the heritage and character of the community and that its protection enriches all the community's residents.

It is important for the commission and local governing board to follow the procedures required by law. Should designations be challenged in court, they are much more likely to be set aside on procedural grounds than on substantive grounds. If a commission has followed the required procedures, the court usually defers to the commission's decision on whether the property is worthy of designation.

## Types of Historic Landmarks

The following types of properties can be designated as historic landmarks:

- **Buildings.** A "building" is constructed mainly to shelter human activity. Examples are houses, churches, theaters, schools, government buildings, stores, office buildings, factories, stations, barns, stables, and sheds.
- **Structures.** The term "structure" refers to a construction with a main purpose other than shelter. Examples are vehicles, roads, bridges, tunnels, canals, dams, fences, prehistoric earthworks, lighthouses, kilns, silos, windmills, gazebos, and bandstands.
- **Sites.** A "site" is the location of a significant event, activity, building, or structure (even if the building or structure is in ruins or gone). To be proposed for designation, the site must have historical significance regardless of the value of any building or structure now existing there. Examples are battlefields, shipwrecks, cemeteries, ruins of buildings or structures, sites of villages or habitations, rock shelters, natural features, or designed landscapes.
- **Areas.** The term "area" can be used to refer to a portion of a large land parcel, when only that portion is designated. It may also refer to a designated property that consists of more than one tax parcel. For example, a designation might include one or more buildings on a large property plus an area surrounding them. Landmark areas are different from historic districts, which are groups of properties.

- **Objects.** The term "object" refers to a structure that is relatively small and simple or is primarily artistic in nature. To be proposed for designation, the object should be in a setting appropriate to its historical significance. Examples are statues, monuments, fixed outdoor sculptures, fountains, mileposts, or boundary markers.

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### Prerequisites for Designation of Landmarks

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Before a local governing board may designate any historic landmarks, these steps must have been taken:

- The local governing board must have established a historic preservation commission or a historic landmarks commission.
- The commission must have established rules of procedure and design guidelines.

Once these requirements have been met, an individual property may be designated as a historic land mark by the procedure described below.

Consent of the property owner is not required for designation of a property's exterior or grounds. Nonetheless, it is advisable for the commission to obtain the owner's support before initiating the designation process.

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### Procedure for Designation of Landmarks

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These are the main steps in designation of historic landmarks:

- The commission investigates the historical, prehistorical, architectural, or cultural significance of each property proposed for designation.
- The commission submits a report of this investigation to the State Historic Preservation Office.
- The State Historic Preservation Office has the opportunity to review the report and to make nonbinding comments on the substance and effect of the proposed designation.
- The city or county attorney drafts an ordinance designating the landmark.
- The commission and the local governing board hold a joint public hearing or separate public hearings on the proposed landmark designation ordinance.
- The commission may recommend to the local governing board that it adopt or reject the proposed ordinance.
- The local governing board adopts or rejects the proposed ordinance. Before adopting the ordinance, the local governing board may amend the ordinance as it deems necessary.
- On adoption of the ordinance, the commission must notify owners and occupants of each designated landmark and the appropriate local government officials.

## Investigation of Proposed Landmarks

Before recommending that a property be designated as a historic landmark, the commission must investigate the property's significance and find that

- it has special historical, prehistorical, architectural, or cultural significance, *and*
- it shows integrity of design, setting, workmanship, materials, feeling, or association.

The commission may make this investigation itself or may arrange for an investigation by qualified consultants or volunteers.

During the investigation, the commission should contact the property owner to explain the ramifications of local designation and to seek cooperation. The property owner's consent is not required for designation of a landmark. However, the owner's consent is required for designation of specified significant features of a landmark's interior.

### **Criteria for Significance**

To have special historical, prehistorical, architectural, or cultural significance, a property should meet at least one of these criteria:

- It is associated with events that have contributed significantly to our history.
- It is associated with the life of a person significant in our past.
- It embodies the distinctive characteristics of a type, period, or method of construction.
- It represents the work of a master or possesses high artistic values.
- It has yielded or is likely to yield important historical or prehistorical information.

### **Aspects of Integrity**

A property has integrity if it is able to convey its significance to the observer. In other words, the significance can be seen or experienced, not just imagined. These aspects of properties contribute to their integrity:

- **Design.** "Design" refers to the combination of elements that create the form, plan, space, structure, and style of a property, as it was originally conceived. It includes such elements as organization of space, proportion, scale, technology, ornamentation, and materials.
- **Setting.** A property's "setting" is its physical environment (including natural or man-made features) as it relates to a property's functions, its significant role, or its design. Setting refers to the character of the place where a property played its significant role.
- **Workmanship.** "Workmanship" is the physical evidence of the crafts of a particular culture or people during the period in history or prehistory when a property was created.

- **Materials.** "Materials" are the physical elements that originally were combined to form a property. For a rehabilitated property to have integrity of materials, its historical materials must have been preserved; it must be an actual historic property, not a re-creation.
- **Feeling.** "Feeling" is a property's expression of the historical or aesthetic sense of a particular period of time. A property has integrity of feeling when its physical features together enable it to evoke a sense of its historical character.
- **Association.** "Association" is a property's direct connection with a significant event or person. To have integrity of association, the property must be where the significant event or activity occurred, and it must be sufficiently intact to convey the connection to an observer.

To qualify for designation, a property generally should show integrity in most or all of these respects. In particular, integrity of feeling or association alone is not sufficient, because these are more subjective qualities. Generally, a property retains integrity if it has not been substantially altered and if it is not severely deteriorated or dilapidated.

### Report on the Proposed Landmark

For each proposed historic landmark, the commission must submit a report on its historical, prehistorical, architectural, or cultural significance to the State Historic Preservation Office.

The information in this report provides the basis for deciding whether a property should be designated as a landmark. Because it provides the justification for the designation ordinance, the report must be thorough. Once a property is designated, the information in the report can be used in promoting the property's importance to the community, in evaluating proposed alterations, and in defending the commission's decisions against legal challenges.

The report should describe the findings of the investigation, providing information on each of the criteria for significance and integrity outlined above. It should include the following:

- The property's name (both common and historical names, if they can be determined).
- The property's location (street address or, for a rural property, approximate location in relation to state routes).
- The name(s) and address(es) of the property's current owner(s).
- A concise statement of what is included in the proposed designation.
- Justification of the boundaries of the property proposed for designation.
- The date of construction and of any later alteration(s).
- An assessment of the property's historical, prehistorical, architectural, or cultural significance.
- An architectural or archaeological description of the physical elements of the property that are integral to its significance.



- A discussion of the property's historical background, period, and locality.
- An evaluation of the property's integrity of design, setting, workmanship, materials, feeling, and association.
- A current photograph that clearly shows the overall property and supplementary photographs that show details, other facades, and setting.
- Interior photographs if interiors are proposed for designation.
- A site plan showing the property's location, including the locations of any outbuildings and appurtenant features, and the boundaries of the area proposed for designation.
- The appraised value of the property.
- Any other information the local governing board deems necessary.

The State Historic Preservation Office offers guidance on how to prepare the report. If the property is listed in the National Register of Historic Places, the National Register nomination, with a cover sheet, can serve as the report.

The State Historic Preservation Office must be given the opportunity to review the report and to comment on the substance of the proposed landmark designation (that is, whether the property is worthy of designation) and on the effects of designation. This review process is intended as a way for the State Historic Preservation Office to provide technical assistance and support to historic preservation commissions.

Any comments or recommendations from the State Historic Preservation Office must be made in writing; they are for the consideration of the commission and the local governing board, and they are not binding. If the State Historic Preservation Office has not submitted comments within thirty days after receiving the commission's report, the commission and the local governing board are relieved of the responsibility to consider such comments.

### **Recommendation by the Commission**

After investigating a proposed landmark and considering comments from the State Historic Preservation Office, the commission may adopt a resolution recommending designation by the local governing board. The written recommendation should include the relevant findings of the investigation.

The commission should state precisely what it is recommending for designation. For example, if designation is meant to include the land area around a building or structure, the recommendation should say so and describe it.

### **The Designation Ordinance**

The ordinance designating a historic landmark is drafted by the city or county attorney, for adoption or rejection by the local governing board. In drafting the ordinance, the attorney should consult closely with the



commission, the planning board, and other appropriate local government officials.

### ***Required Clauses***

A designation ordinance must include these clauses:

- Identification of the property.
- Specification of the exact boundaries of the designation.
- Specification of the property's features that are included in the designation, such as exteriors of buildings and other structures, interior features (if any), and significant landscape, archaeological, or natural features.
- Certification that the requirements of state law have been met.
- The main facts supporting the finding that the property has special historical, prehistorical, architectural, or cultural significance.
- Designation of the property as a historic landmark pursuant to state law.

### ***Identifying Sign***

The designation ordinance may include a clause providing that the commission post a sign identifying the property as a historic landmark.

### ***Jurisdiction over Interior Features***

In certain cases, the designation ordinance may give the commission jurisdiction over interior features of a historic landmark. Jurisdiction over interiors is permitted only for these properties:

- Publicly owned landmarks (other than buildings owned by the State of North Carolina) for which specific interior features of historical, architectural, or artistic significance are specified in the designation ordinance.
- Privately owned landmarks for which the owner has consented to review of certain interior features.

In such cases, the designation ordinance should state the nature of the commission's jurisdiction over the property's interior.

### ***Public Hearings on the Proposed Ordinance***

The commission and the local governing board must hold a joint public hearing or separate public hearings on the proposed designation ordinance. They must give reasonable notice of the time and place of the hearing(s) and must conduct them in accordance with the North Carolina Open Meetings Law, *General Statutes of North Carolina*, c. 143, a. 33C. Procedures for public hearings are discussed in Chapter 3.

After the public hearing(s), the governing board may either adopt the ordinance as proposed, adopt the ordinance with any amendments it deems necessary, or reject the ordinance.



**REQUEST FOR PROPOSAL FOR  
AIRCRAFT MAINTENANCE SERVICES FOR  
THE MOORE COUNTY AIRPORT**

## **Description**

The Moore County Airport Authority is seeking a qualified firm to provide aircraft maintenance and repair services primarily for piston-powered general aviation aircraft. This Request for a Proposal is designed to invite interested parties to express their statement of qualifications, interest and capabilities regarding providing such services, and to propose the terms under which they would be willing and able to accomplish the task.

Proposals must be received by close of business on March 15, 2020.

## **Overview**

The Moore County Airport (KSOP) is a regional general aviation airport serving Pinehurst and Southern Pines, NC and the surrounding area. It is operated by the Moore County Airport Authority. The Airport is located in the center of North Carolina about one hour southwest of Raleigh and two hours east of Charlotte by car. The Airport handles local and visitor traffic totaling about 10,000 operations annually from one 6,502-foot runway. Approximately one hundred general aviation aircraft are based locally and more hangars are planned. Fuel sales and aircraft storage are exclusively run by the Airport Authority. The Airport enjoys a vibrant aviation business with very high customer satisfaction ratings.

The current maintenance provider will terminate service February 28.

### **Moore County Airport**

7825 Aviation Drive, Carthage, NC 28327

Mailing Address: P.O. Drawer 5809, Pinehurst, NC 28374

Telephone: 910-692-3212 Fax: 910-692-8216 Email: [csr@moorecountyairport.com](mailto:csr@moorecountyairport.com)

## **Maintenance Resources Available to Service Providers**

The aircraft maintenance provider will operate independently of the airport as a tenant and non-exclusive Specialized Aviation Service Operator.

The airport has a modern, clean, weather-proof 110 foot x 100 foot (11,000 square feet) hangar available to lease for this function. The hangar includes two offices, a parts storage room and an enclosed workshop space. 220 volt, three-phase electrical power is available. A land lease based proposal will also be considered.

This hangar is adjacent to the main terminal building and provides convenient waiting rooms, lavatories, coffee bar, and other customer amenities of the FBO.

## **Criteria**

A successful submission to this Request will meet the following requirements:

- The company should have both a strong financial position and an excellent reputation for serving customers.
- The company's staff must be certified by the Federal Aviation Administration in accordance with 14 CFR parts 43, 65 and 145, as applicable.
- The company shall operate, at a minimum, during normal business hours, five days per week, eight hours per day, and be available on weekends and holidays in the event of an airplane-on-the-ground emergency.
- The company should have substantial experience in General Aviation piston aircraft maintenance including airframe work, engine repairs, component repairs, annual and 100-hour inspections.
- The company should have all the necessary experience, equipment, fluids and tools for popular GA aircraft and engines.
- The company must be ready to comply with the Moore County Airport Rules, Regulations and Minimum Standards, which are available on-line.

- In selecting the firm, the Authority will weigh Firm Qualifications, Management Qualifications, Prior Experience, Capabilities, Resources and References.
- The Moore County Airport Authority will review the Proposals submitted by committee in order to select the top ranked firm based on the above criteria.

## **Technical Proposal**

A successful submission to this Request should involve describing, in some level of detail, the company's business plans for the service at Moore County and the likely approach the company will take to fulfill the requirements of this Request. The proposal should at a minimum contain the following:

1. A brief history of the company, it's legal structure and ownership, and a brief description of the aeronautical services it provides, including the type and location of such services.
2. A description of the services envisioned to be provided at Moore County Airport
3. A brief description of how the maintenance services would be marketed and advertised.
4. A timeline for establishing the business.
5. A description of the firm's business processes and customer satisfaction methodology.

## **General Instructions**

The Airport is pleased to make the facilities available for inspection upon request; simply contact the Airport Manager and schedule an appointment.

Each company submitting a response has wide latitude in the degree of detail offered regarding plans, processes and procedures. The Airport is not responsible for any expenses incurred in preparing and submitting proposals in response to this Request.

The Airport may request formal presentations from the responders to this Request prior to making a final selection.

Companies responding to this Request may be asked to provide proof of financial strength and be subject to credit checks.

After all the proposals have been screened and ranked by the Authority, the top ranked firm will be invited to negotiate a renewable Commercial Agreement, including a lease, with the Moore County Airport.

## **Terms**

Rents and other terms are negotiable. The Airport Authority will entertain all good-faith proposals and options. Proposals should emphasize a long term relationship and substantiate customer satisfaction claims.

Any company providing maintenance on the Airport will need to comply with the insurance requirements established in the Airport Minimum Standards.

## **Submissions and Contact Person**

Proposals may be submitted by email (secure pdf), physically delivered or mailed to the Airport as listed below:

US Mail address: Moore County Airport  
Attn: Airport Manager  
PO Drawer 5809  
Pinehurst, NC 28374

The Airport physical address is: 7825 Aviation Drive  
Carthage, NC 28327

Contact: Ron Maness  
Airport Manager  
Moore County Airport  
Telephone: 910-692-3212  
Email: rmaness@moorecountyairport.com

**MOORE COUNTY AIRPORT AUTHORITY  
SPECIAL EVENT POLICIES AND PROCEDURES**

1. Definitions.

- a. “Airport Authority” means the Moore County Airport Authority.
- b. “Airport Property” means any property, easement, structure or facility owned, dedicated, controlled or otherwise under the proprietary jurisdiction or control of the Airport Authority.
- c. “Applicant” means the individual or entity that makes application to the Airport Authority to hold a Special Event on Airport Property.
- d. “Application” means a written application, in a form provided by the Airport Authority, for permission to conduct a Special Event on Airport Property.
- e. “Application Fee” means a fee, payable to the Airport Authority, in the amount of three hundred and fifty dollars (\$350.00) that shall be returned to the Applicant in the event that the Application is denied.
- f. “Approval” means the approval of a Special Event and the terms and conditions thereof including, without limitation, a provision for indemnification of the Airport Authority by Applicant.
- g. “County” means the County of Moore.
- h. “Event Approval Criteria” is defined in Section 4(a).
- i. “Manager” means the Airport Manager of the Airport Authority or his or her designee.
- j. “Policies” means these Special Event Policies and Procedures.
- k. “Special Event” means any event held on Airport Property (exclusive of events sponsored by the Airport Authority or the County).
- l. “Supplemental Requirements” is defined in Section 4(b).
- m. “Temporary Structure” means any shed, booth, bleacher, tent, stage or fence for temporary purposes (all of which shall be removed upon the expiration of the approved time limit for the Special Event).
- n. “Vendor” means any person or entity providing the sale of goods or services for profit at or in conjunction with any Special Event (pursuant to which any Applicant who or which provides for the sale of goods or services for profit shall be deemed to be a Vendor).

2. Approval. No Special Event shall be conducted without the prior receipt of an Approval from the Manager.

3. Submission of Application. In the event that an Applicant proposes to conduct a Special Event, the applicant shall submit an Application therefor not fewer than one hundred and twenty (120) days prior thereto and shall be accompanied by the Application Fee.

4. Review of Applications.

- a. The Manager shall review Applications to determine whether the proposed Special Event satisfies the Event Approval Criteria and merits issuance of an Approval. The Event Approval Criteria are hereinafter set forth.
  - i. The Applicant shall be legally competent to contract and to sue and be sued in North Carolina.

- ii. The proposed Special Event shall promote the Moore County Airport and the general interests of Moore County.
  - iii. The proposed Special Event shall not be prohibited by, or inconsistent with, the policies of the Airport Authority (including, without limitation, its Airport Rules and Regulations) or the Federal Aviation Regulations or other applicable laws.
  - iv. The proposed Special Event shall not present an unreasonable hazard to the health or safety of any person or property.
  - v. The Airport Property shall be suitable for the proposed Special Event.
  - vi. The proposed Special Event shall not present an unreasonable adverse impact on the health, safety or welfare of any resident or business within the immediate proximity of the Airport Property.
  - vii. The proposed Special Event shall not be prohibited by any federal, state or local law or regulation.
- b. The Manager shall, upon the issuance of an Approval, schedule a planning meeting with the Applicant and, from time to time, thereafter establish the supplemental requirements including, without limitation, site plan, procedural requirements, security, signage, parking and traffic control, emergency services, other third-party services, portable toilets, Temporary Structures, portable garbage cans and dumpsters, appropriate fees, and other requirements determined by the Manager to be in the best interest of the Airport Authority (collectively, the “Supplemental Requirements”). Applicant shall be responsible for performance of all obligations under, and payment of all fees and costs related to, the Supplemental Requirements.
  - c. The Approval shall be subject to revocation by the Manager in the event of any failure of Applicant to comply with these Policies or the terms and conditions of the Approval or the Supplemental Requirements or to pay any fee or cost.
5. Vendors. Applicant shall ensure that each Vendor, not fewer than seven (7) days prior to the Special Event, provides copies of all required permits and licenses (including, without limitation, environmental safety and health) to the Manager.
6. Additional Terms.
- a. The sale and consumption of alcoholic beverages at a Special Event shall be conducted only within an enclosed structure or as otherwise designated in the Approval or the Supplemental Requirements.
  - b. The performance of any amplified music/sound shall not be permitted between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and 10:00 p.m. and 8:00 a.m. on weekends.
  - c. Applicant shall, not fewer than thirty (30) days prior to the Special Event and at its own cost and expense, provide evidence of a policy or policies of commercial general liability insurance insuring its activities with respect to the Special Event against loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Airport Property with a combined single limit of two million dollars (\$2,000,000.00), written on an occurrence rather than claims made basis, and shall (i) include an endorsement expressly providing that it shall not be cancelable or subject to reduction of coverage or otherwise be subject to modification except after thirty (30) days’ prior written notice to Airport Authority, (ii) include an endorsement providing that Airport Authority shall be named as an additional insured, (iii) include an endorsement providing

that it is primary as respects Airport Authority and that any other insurance maintained by Airport Authority is excess and non-contributing with other insurance required hereunder, (iv) include an endorsement deleting any employee exclusion on personal injury covered, (v) include an endorsement deleting any liquor liability exclusion in the event that alcohol will be served at the Special Event, (vi) include broad form contractual liability insurance coverage that shall insure Applicant's performance of its indemnity obligations in the Approval, (vii) not contain cross-claim, cross-suit or other exclusion clauses that would preclude additional insured parties from instituting causes of action against other insureds under the policy or that would otherwise limit coverage of additional insureds, (viii) include the agreement of the insurer waiving rights of subrogation against Airport Authority. Licensee shall pay all premiums on the insurance coverages as and when the premiums become due and provide copies of the insurance policy evidencing the coverages required herein upon request.

Adopted this the 11<sup>th</sup> day of February, 2020

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Thomas McPherson, Chairman

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Mike Jones, Secretary



**MOORE COUNTY AIRPORT AUTHORITY  
SPECIAL EVENT POLICIES AND PROCEDURES**

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- f. “Approval” means the approval of a Special Event and the terms and conditions thereof including, without limitation, a provision for indemnification of the Airport Authority by Applicant.
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  - i. The Applicant shall be legally competent to contract and to sue and be sued in North Carolina.

- ii. The proposed Special Event shall promote aviation in Moore County and the general interests of the Moore County Airport.
    - iii. The proposed Special Event shall not be prohibited by, or inconsistent with, the policies of the Airport Authority (including, without limitation, its Airport Rules and Regulations) or the Federal Aviation Regulations or other applicable laws.
    - iv. The proposed Special Event shall not present an unreasonable hazard to the health or safety of any person or property.
    - v. The Airport Property shall be suitable for the proposed Special Event.
    - vi. The proposed Special Event shall not present an unreasonable adverse impact on the health, safety or welfare of any resident or business within the immediate proximity of the Airport Property.
    - vii. The proposed Special Event shall not be prohibited by any federal, state or local law or regulation.
  - b. The Manager shall, upon the issuance of an Approval, schedule a planning meeting with the Applicant and, from time to time, thereafter establish the supplemental requirements including, without limitation, site plan, procedural requirements, security, signage, parking and traffic control, emergency services, other third-party services, portable toilets, Temporary Structures, portable garbage cans and dumpsters, appropriate fees, and other requirements determined by the Manager to be in the best interest of the Airport Authority (collectively, the “Supplemental Requirements”). Applicant shall be responsible for performance of all obligations under, and payment of all fees and costs related to, the Supplemental Requirements.
  - c. The Approval shall be subject to revocation by the Manager in the event of any failure of Applicant to comply with these Policies or the terms and conditions of the Approval or the Supplemental Requirements or to pay any fee or cost.
5. Vendors. Applicant shall ensure that each Vendor, not fewer than seven (7) days prior to the Special Event, provides copies of all required permits and licenses (including, without limitation, environmental safety and health) to the Manager.
6. Additional Terms.
- a. The sale and consumption of alcoholic beverages and the performance of any amplified music at a Special Event shall be conducted only within an enclosed structure or as otherwise designated in the Approval or the Supplemental Requirements.
  - b. No Approval shall permit amplified sound between 10:00 p.m. and 7:00 a.m. on weekdays and 10:00 p.m. and 8:00 a.m. on weekends.
  - c. Applicant shall, not fewer than thirty (30) days prior to the Special Event and at its own cost and expense, provide evidence of a policy or policies of commercial general liability insurance insuring its activities with respect to the Special Event against loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Airport Property with a combined single limit of two million dollars (\$2,000,000.00), written on an occurrence rather than claims made basis, and shall (i) include an endorsement expressly providing that it shall not be cancelable or subject to reduction of coverage or otherwise be subject to modification except after thirty (30) days’ prior written notice to Airport Authority, (ii) include an endorsement providing that Airport Authority shall be named as an additional insured, (iii) include an endorsement providing

that it is primary as respects Airport Authority and that any other insurance maintained by Airport Authority is excess and non-contributing with other insurance required hereunder, (iv) include an endorsement deleting any employee exclusion on personal injury covered, (v) include an endorsement deleting any liquor liability exclusion in the event that alcohol will be served at the Special Event, (vi) include broad form contractual liability insurance coverage that shall insure Applicant's performance of its indemnity obligations in the Approval, (vii) not contain cross-claim, cross-suit or other exclusion clauses that would preclude additional insured parties from instituting causes of action against other insureds under the policy or that would otherwise limit coverage of additional insureds, (viii) include the agreement of the insurer waiving rights of subrogation against Airport Authority. Licensee shall pay all premiums on the insurance coverages as and when the premiums become due and provide copies of the insurance policy evidencing the coverages required herein upon request.

Adopted this the 14<sup>th</sup> day of November, 2017

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Bob Zschoche, Chairman

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Mike Jones, Secretary

## MOORE COUNTY AIRPORT FACILITIES USE AGREEMENT

This Facilities Use Agreement (this "Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_ between Moore County Airport Authority, 7825 Aviation Drive, Carthage, North Carolina 28327, ("MCAA") and \_\_\_\_\_, \_\_\_\_\_ ("Licensee").

1. Contact Person. Licensee hereby designates \_\_\_\_\_, whose telephone number is (\_\_\_\_\_) (home), (\_\_\_\_\_) (office), and (\_\_\_\_\_) (mobile), as its contact person for purposes of this Agreement.

2. Facilities. Licensee is hereby granted permission to occupy and use the \_\_\_\_\_ (excluding the \_\_\_\_\_) (the "Facilities").

3. Period and Purpose of Use.

a. The permission hereby given shall be from \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ .M. to \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ .M. (the "Term").

b. The Facilities shall be used for the purposes of \_\_\_\_\_ and no other uses (the "Event").

4. Charges to Licensee.

a. In consideration of the grant of the permission herein contained, Licensee shall pay to MCAA the following amounts(s) in the manner set forth:

<input type="checkbox"/> Daily Facility Rental.....	\$ _____	/ event day
<input type="checkbox"/> Daily Facility Rental.....	\$ _____	/ set-up day
<input type="checkbox"/> Facility Clean-Up (after Term) .....	\$ _____	
<input type="checkbox"/> .....	\$ _____	/ /
<input type="checkbox"/> .....	\$ _____	/ /
<input type="checkbox"/> .....	\$ _____	/ /

b. ☐ In addition to basic charges above set forth, Licensee shall arrange, at its sole expense, for the presence of emergency medical support services at the Facilities during \_\_\_\_\_, including North Carolina certified emergency medical technicians with all equipment required thereof (pursuant to which Licensee shall, not fewer than \_\_\_\_\_ days prior to the commencement of the Term, provide a copy to MCAA of the certifications for all EMT personnel.

c. ☐ Upon execution of this Agreement, Licensee shall deposit with MCAA the sum of \$ \_\_\_\_\_ as security for performance of the obligations of Licensee hereunder.

5. Alcoholic Beverages.

a. ☐ Licensee shall serve alcoholic beverages at the Event.  
☐ Licensee shall not serve alcoholic beverages at the Event.

b. In the event that Licensee shall serve alcoholic beverages at the Event, Licensee shall (i) comply with all applicable laws related to service of alcoholic beverages and shall ensure that its commercial general liability insurance is endorsed to delete any liquor liability exclusion and (ii) agrees and acknowledges that, without limitation upon the generality thereof, the indemnity provision of Section 7(a) includes any and all liabilities, losses, claims, and damages arising from to relating to alcoholic beverages.

6. Concessions. ☐ Licensee shall be permitted to sell or cause to be sold food, beverages, programs, and other novelties in or about the Facilities.

7. Liability.

a. MCAA and its authority members, officers, and employees—and each of them—are to be free from any and all liabilities, losses, claims, and damages arising from to relating to the Event or the use of the Facilities pursuant to this Agreement. Licensee shall indemnify and hold MCAA and its authority members, officers, and employees—and each of them—harmless from any and all liabilities, losses, claims, and damages arising from or relating to the Event or the use of the Facilities pursuant to this Agreement (including, without limitation, reasonable attorneys' fees and all other costs).

b. Licensee shall, not fewer than thirty (30) days prior to the Term and at its own cost and expense, provide evidence of a policy or policies of commercial general liability insurance insuring its activities with respect to the Event against loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Facilities with a combined single limit of two million dollars (\$2,000,000.00), written on an occurrence rather than claims made basis, and shall (i) include an endorsement expressly providing that it shall not be cancelable or subject to reduction of coverage or otherwise be subject to modification except after thirty (30) days' prior written notice to MCAA, (ii) include an endorsement providing that MCAA shall be named as an additional insured, (iii) include an endorsement providing that it is primary as respects Airport Authority and that any other insurance maintained by MCAA is excess and non-contributing with other insurance required hereunder, (iv) include an endorsement deleting any employee exclusion on personal injury covered, (v) include broad form contractual liability insurance coverage that shall insure Licensee's performance of its indemnity obligations in this Agreement, (vi) not contain cross-claim, cross-suit or other exclusion clauses that would

preclude additional insured parties from instituting causes of action against other insureds under the policy or that would otherwise limit coverage of additional insureds, (vii) include the agreement of the insurer waiving rights of subrogation against MCAA. Licensee shall pay all premiums on the insurance coverages as and when the premiums become due and provide copies of the insurance policy evidencing the coverages required herein upon request.

8. Breach. If Licensee breaches any provision of this Agreement, MCAA may, in addition to any and all other rights and remedies at law or in equity, use the security deposit, if any, or any portion of it, to cure the breach or to compensate MCAA for all damage sustained by MCAA arising therefrom. Any unused portion of the security deposit, if any, shall be refunded to Licensee. MCAA may maintain the security deposit, if any, separate and apart from its general funds or may commingle the security deposit with MCAA's general and other funds. MCAA shall not be required to pay Licensee interest on the security deposit, if any. Neither the amount of the security deposit, if any, nor the failure to designate or to collect a security deposit shall serve—or be construed to serve—as any limitation of the liability of Licensee hereunder.
9. Condition and Use of Property.
- a. Licensee hereby accepts the Facilities as in good and sanitary order, condition, and repair and agrees to surrender the Facilities to MCAA upon termination of the Term in the same condition as when received pursuant to which Licensee shall, without limitation upon the foregoing, remove all trash and debris from the Facilities and, upon expiration of the Term, the Facilities shall be "broom clean" and tidy. Licensee is financially responsible for the satisfactory repair and replacement of any MCAA property that is damaged during the Term.
  - b. Licensee shall not permit any waste upon or to the Facilities nor any activity of any kind which is unlawful or which will constitute a nuisance or disturb the quiet enjoyment by anyone in possession of adjacent premises or otherwise disrupt, in any manner, aeronautical activities at the Moore County Airport. Licensee shall not engage in or permit any conduct or activity upon or in connection with the Facilities that could increase the existing rate of insurance upon the premises of MCAA and the Facilities situate thereon, or any part thereof, or cause the cancellation of any insurance covering the premises of MCAA.
  - c. No temporary structures and no signs shall be placed upon the Facilities without prior written permission of MCAA. No alterations shall be made to the Facilities or any part thereof without the written consent of MCAA.
10. Termination. It is further agreed that if Licensee fails to hold the event or events pursuant to this Agreement, Licensee shall pay twenty-five percent (25%) of the sum set forth in Section 4(a) to MCAA as liquidated damages.
11. Abandoned Property. MCAA may, without notice to Licensee, retain, destroy, or dispose of any property left at the Facilities upon the expiration of the Term.
12. General Provisions. The waiver by MCAA of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any payment by MCAA shall not be deemed to be a waiver of any preceding breach by Licensee of any term, covenant or condition of this Agreement. Licensee shall not assign this Agreement nor any interest therein and shall not sublet the facilities nor any part thereof or any right or privilege appurtenant thereto nor suffer any other person or entity to occupy or use the Facilities or any portion thereof. This Agreement constitutes the entire understanding of the parties. Unless an ancillary agreement makes reference specifically to this agreement, there are not other written or oral agreements pertaining to the subject matter hereof between the parties. Any amendment or modification of this Agreement shall be effective only if in writing, executed by the party against which enforcement is sought (and, in the case of MCA, shall be effective only if executed by the Airport Manager). The parties hereto acknowledge and agree that time is of the essence of this Agreement and of any and all provisions hereof.

IN WITNESS WHEREOF, each party has hereunto set its hand, by a duly authorized representative thereof, as of the day and year first above written.

MCAA

LICENSEE

Moore County Airport Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_