

**MINUTES AT THE REGULAR MEETING OF THE COLUMBUS AIRPORT
COMMISSION HELD AT THE COLUMBUS AIRPORT
WEDNESDAY, JUNE 26, 2019 AT 9:30 AM**

The following Commission members were present for the entire meeting.

| <u>NAME</u> | <u>EXPIRES</u> |
|----------------------------------|-------------------|
| Mr. Carl Rhodes, Jr., Chairman | December 31, 2019 |
| Ms. Tana McHale, Vice Chairwoman | December 31, 2021 |
| Mr. Donald D. Cook, Secretary | December 31, 2022 |
| Mr. James Barker | December 31, 2023 |

The following Commission members were absent:

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| Mr. Thomas G. O. Forsberg, Treasurer | December 31, 2020 |
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Staff members present:

Amber Clark, C.M., Airport Director
W. Donald Morgan, Jr., Legal Counsel
Michele Renfroe, Flightways Columbus Manager
Garry Parker, Maintenance Supervisor
Daniel Thomas, Sr., Airfield Operations Supervisor
Andre' Parker, Chief Public Safety
Ben Kiger, Restaurant Manager

Others present:

Richard DesPortes, Austin Edwards, R. D. Aircraft, Inc.; Warren Mason, Ryan Davis, Moon, Meeks, Mason & Vinson, Inc.; Marty Flournoy, Flournoy & Calhoun; Greg Russell, Pezold Management; Phil Cannon, W K Dickson; Mike Vanwie., Michael Baker International; Paul Holt, Bill Tudor, Holt Consulting Company; Carter Woolfolk, Yates, Woolfolk & Turner Insurance; Robert Boehnlein, Columbus Aero Service; Brian Thompson, RS&H; John Walden, III, Clint Perkins, Debbie Morris, Charlie Sikes, Chris Badcock

BUSINESS OF THE MEETING

Mr. Carl Rhodes welcomed everyone in attendance and called the meeting to order on June 26, 2019 at 9:30 A.M.

Motion by Ms. Tana McHale to approve the minutes for the May 29, 2019 Columbus Airport Meeting; seconded by Mr. James Barker and unanimously approved by the Commission.
Ayes: 4 / No: 0

Motion by Mr. Don Cook to approve the minutes for the May 28, 2019 Columbus Airport Meeting; seconded by Ms. Tana McHale and unanimously approved by the Commission.
Ayes: 4 / No: 0

CONSIDER APPROVAL OF THE COLUMBUS AIRPORT INSURANCE RENEWAL FOR FISCAL YEAR 2020

Ms. Clark stated the Columbus Airport Commission's insurance expires in July 2019. Our insurance agent Yates, Woolfolk and Turner (YWT) went to open market to obtain new policies and no lapse in coverage will occur.

Proposed are coverage for General and Liquor liability, Property, Auto, Crime, Excess Liability, Director's and Officer's Liability, Crime, Equipment, and Workers Compensation. The annual premium for this coverage will be approximately \$132,000.00 paid directly out of our Enterprise Fund; the expenses have been budgeted. The premium increases approximately 11% as compared to last year. The increase was due to some changes within the Aviation Insurance market, increased equipment to insure, increased revenues, and the filing of a few claims.

She recommended approval of this airport insurance renewal.

Motion by Ms. Tana McHale to approve the Columbus Airport insurance renewal for the fiscal year 2020; seconded by Mr. James Barker and unanimously approved by the Commission.

Ayes: 4 / No: 0

CONSIDER APPROVAL OF THE GENERAL AVIATION (GA) COMMITTEE REPORT

Mr. Charlie Sikes, secretary of the GA Committee provided the following update.

The GA Committee held their last meeting on June 10, 2019. The meeting agenda consisted of new hangar lease, repairs, rules, regulations, service updates, advertising, interest in hosting a fly-in, airport flight training, and some other matters. The first matter covered was fuel pricing. The second hangar repairs and that is as far as we got with the meeting due to the time spent discussing the two items.

Mr. Marty Flournoy stated he thinks the concern was about the fuel pricing, what they were looking for in the polarity of all the GA policy, was to have the pricing for the self-serve pump, that would help to promote aviation to Columbus, Georgia. Currently we are above all of our surrounding airports. From time to time we all hear, from friends, about the high fuel prices here at the airport. Today, flying across country, you can see the difference in fuel prices. When we put up a \$5.05 price, Pine Mountain is \$4.25, Eufaula's is a dollar lower. it's like a plague trying to get people to come here to our airport in Columbus, Georgia. We felt like to promote aviation here not only for the local population but also, to encourage more traffic to come here and take advantage of the facilities and restaurants, that the self-serve pump should reflect a marginal profit. Fuel out of the truck, we all acknowledge it's a higher cost, due to the insurance, we are not squawking about that. I don't think we would give up a lot of revenue at all. I think we would have more fly-ins here, and more training. People are going to make an effort, fill up their plane, want to save a couple bucks on fuel purchased. This is something I hope you all can make a decision on, or help Ms. Clark and Ms. Renfroe come up with a formula. High fuel prices are not a new problem, it is an age-old problem, looking back at an old newspaper Mr. Flournoy received, high fuel prices were a concern. We hope this information provided will be considered, as the general aviation population and others will be interested! We had a packed meeting at the GA Committee Meeting, very well attended and a good meeting, as there is a lot of interest in trying to keep this airport user friendly for all general attendance pilots.

Mr. John Walden, III., said it was very sad that not one of the Commissioners were not at the GA Committee Meeting and it is required that one Commissioner must be present at the meetings.

Mr. James Barker, sent word to Ms. Clark and Ms. Renfroe that he could not attend the GA Committee meeting due to his son having an All-Star ball game and that was one thing I was not going to miss. He stated he has had extensive conversations with both Ms. Clark and Ms. Renfroe about this challenge we have, rest assured it is definitely on our radar in a big way, we are working on this matter.

Mr. Sikes stated profits, loses, traffic, the ability to have more flight training, or a fixed flight school like AirVentures is, do we need another one, what information do you need to make the decisions. The fuel prices are the number one thing people talk about here.

Ms. Clark stated this was something brought up in our last work session, more information was requested. As for as the information they are looking for is more detail of the breakdown as what we sold the last several years self-serve, profit margins, things of that nature along with our expenses. To explain where we have been and how we can go forward. Like Ms. Renfroe and Ms. Clark discussed in the GA Committee Meeting, we have not had enough time to bring all the information together orderly, so they can review the information it, so they are awaiting us to bring the information to them to review. We are working on it, we will be timely about it, to make sure we get it to them quickly, and that is the information they have requested.

Mr. Sikes said that is interesting the fuel prices as far as the bulk price and contract price, is very similar to all the other airports in our region, it all comes from the same place. It has been in the news lately, California has had another escalation in gas prices, its \$5.5 gallon in Los Angeles. Last night I went for a flight, looked at fuel prices in South California, close to where I grew up,

country airport, lot of traffic, fuel is \$4.26 per gallon in California. This is Columbus, Georgia, pump prices \$2.16/\$2.29, average price lime lighted. Being a business owner and buying contract fuel. I buy race fuel by the hundreds and hundreds of gallons, so we know what fuel cost and where to get it, can buy it all day long. We know what fuel cost we are looking to get that price down so we can track these people. When you look at other general aviation pilots, here is the other problem we are going to have to contend with, it has a control tower. They look at the control tower, and go I don't want to talk to those guys. However, it's the greatest thing in the world if you are here, and the safety factor. If you have the fear of the person in the control tower, mean and scary that is not what we want here.

Mr. Don Cook recalled on one of their meetings, they are pro-lead, he doesn't think they have to sell us, they want to do this, just know what we need to do, how we can do this fairly, and don't just throw out a number and hurt ourselves. He asked Ms. Clark to continue to look at the information.

Ms. Clark said she certainly will.

Mr. Cook thinks they may need to move some things around, we really do want to happen for the general aviation people. That is our goal and we are trying to get that number to get down too. There is no resistance, we just got to figure out how to do it, and we owe you a time line. Mr. Cook asked what is a time line for the break down.

Ms. Renfroe said to the Commission prior to them in July before the next Commission Meeting.

Mr. Rhodes is glad we got in this discussion, he wants to get feedback, he does not know what the fuel prices are. People flying over and are seeing other airports fuel prices, anything that can be done to help, as we are tracking us. The general aviation people are who drives the airport, traffic motive thing. Is there anything else that is needed?

Mr. Cook wants to ensure the number that Ms. Clark and Ms. Renfroe gives the Commission the same number that has been to and has met with the general aviation. What I do not want is a number of the general aviation people do not know and have not agreed on, with no back channeled, lets solve the problem, work out all issues, get it resolved, that is our goal! So, when both of you put the number in front of us, we know when that exist and be very transparent with them, so they understand if its ten cents more, why is it ten cents more.

Mr. Rhodes said that is a good point and important, we do need something timely but if the group itself is not meeting, we do not want it to be a blind number, because we are a part of this with them. I am not sure the best way to handle this myself.

Ms. Renfroe, said she can meet with the GA Committee at the Fixed Based Operations (FBO) prior to the next Commission Meeting.

From the floor it was stated the big thing is self-serve is fairly easy, you don't have a line employee, what it cost to put the fuel in the truck? All need to see as a margin, is it five, thirty, a hundred percent? At one point of time it was eight-five percent margin on the fuel, I know what you are buying your fuel for if you are buying it from where everyone else is paying. We might need to discuss a margin. That would stop a lot of arguing, because we can't argue once it's based off the fuel cost is, that would settle and work from them, we should discuss margins.

Ms. Renfroe said that one of the things that she and Ms. Clark had discussed compared airport list, before we took Savannah out of the equation so then self-serve dropped by thirty-two cents. It was \$5.18 before it dropped to \$4.86.

Mr. Cook asked Ms. Clark is it all good, and the Commission will be voting on this matter correct at the July 24, 2019 Commission Meeting?

Ms. Clark said yes.

Mr. Sikes state the next item on the GA Committee was hangars themselves, the condition on the hangars, versus the price of the hangars and the pricing structure. It was brought to us there would be a price structure, which is good everyone should be paying the same thing on a hangar. The big concern was the price of the hangars going up effective August 1, 2019. One main concern some of the hangars would increase by fifty to a hundred percent?

Ms. Clark said no, less than fifty percent.

Mr. Sikes reported the big thing was with all the Tenants, is hangars should be priced at a market price, they are concerned and had a great discussion about the repairs needed on the hangars. In moving forward, with the repairs with a thirty-three percent in three years, which should be ample time to repair the hangars. As a community how do we end up with the repairs and how did we end up with that including how we move forward in the area?

Ms. Clark stated that is in the presentation Ms. Renfroe will provide today on pricing and the new hangar lease as we discussed, along with the break down.

Ms. Clark said that Mr. Garry Parker will provide a report regarding the hangar maintenance and refurbishment.

Mr. Richard DesPortes what are the exact dates for the increases for Hangar 13? Basically, there will be no repairs done other than emergency operation that I am aware of. I stood up in the meeting before and asked Mr. Richard Howell if he would please consider repairing the hangars prior to the hangars going up? He stated that Mr. Howell said no we have a demand and we are going up. The hangars are so many different ages, from seventy to twenty years old. He does not know how you can compare the square foot pricing on hangars that are not the same.

Ms. Clark asked the Commission if they would like to address the questions as they talk about it, or wait.

Mr. Rhodes would like each question to be answered as asked.

Mr. Sikes stated this ends the GA Committee report due to time at their meeting. Mr. Sikes thanked the Commission for their time.

Mr. Rhodes thanked Mr. Sikes along with Mr. Cook and the Commission.

Motion by Mr. James Barker to approve the General Aviation Committee Report; seconded by Ms. Tana McHale and unanimously approved by the Commission. Ayes: 4 / No: 0

CONSIDER APPROVAL OF THE UPDATED HANGAR LEASE FOR 2019

Ms. Renfroe reported she was recently tasked with the management of the hangars and leases. I noticed that some areas of the lease needed to be updated due to various experiences encountered by our Airport Staff and tenants. These minor changes included updating the contact information as well as adding some new verbiage in several areas. These changes were discussed and supported by the GA Committee. I submitted the full lease with the additions for your review.

The added sections were:

1. Columbus Airport will be supplying new keyed and combo locks for all tenants at no cost.
2. Outlining the proper procedure for reporting aircraft damage.
3. Set clear guidelines for safety perimeter around aircraft in hangars as well as appropriate storage of items in the hangar
4. Insurance definitions and requirements were better defined.
5. Increasing frequency of hangar inspections to quarterly.

A copy of the Hangar Lease for 2019 is attached hereto to these minutes.

Mr. Barker asked if all the updates do everyone feel that everything is fair and equitable for you all?

Mr. DesPortes stated no, because we have the insurance man, how can you blanket a \$1,000,000,000.00 policy when some of the planes cannot be insurance for that amount? They need to be characterized.

Mr. Sikes stated Mr. DesPortes and the GA Committee have a main concern with first the insurance and second the registration. The insurance being first, some aircraft /specialty aircraft in adventure, insurance should include plus one. The insurance itself needs to be looked harder and

more in depth as far as the type of aircraft and what the aircraft is being used for before you through it under a blanket. The second thing is the registration, some aircraft need to be rebuilt, their registration has been lapsed, or their aircraft is being built from scratch, and they do not have a registration, there is a plane on the property right now nor do they have insurance. Before moving forward with that part of the new lease that needs to be addressed totally to cover moving forward growing this GA Community. Such as if someone wants to build an airplane in their garage, and finish building their plane it is a hangar, that lease will not allow them to come to this airport.

Mr. Barker stated he had spoken to Ms. Clark earlier, one of the things he brought up is how the leases need to be structured, and we want to make it GA friendly, people want to repair a broken airplane or build one from scratch, that was some of the main things on his radar from the beginning. The thing that we want to see is there is progress being made on the airplane, and it's not sitting in a hangar for a decade or two. Have documented progress, have photo graphic evidence, inspections done, something you can point to we have been making regular progress towards getting this plane inspected, annual, meeting aircraft specific requirements. If that is not in the current lease, it definitely needs to be added, for the aircraft is in parts to be made whole.

Mr. Sikes added to that the goal is to have flying GA aircraft on the field. How many hangars would it make sense to allocate this number of hangars to hold overs? If we don't have one of the hangars or designated number of hangars for building planes or repairing the plane for flying order.

Mr. Barker said this is a fantastic idea and we can discuss this further in a GA Committee Meeting.

Ms. Clark stated we do not have a lot just a few that we are aware of and support those, some planes in hangars are just sitting there for various reasons, may be medical, whatever reason it may be. Those planes sitting in a hangar does not support the airport, not supporting our fuel sales, or participating with our GA Community, those are things we want to decrease a little bit, which is one reason of what the purpose of having a registration. Another reason the FAA regulations state the purpose of an aircraft hangar is to store an aircraft that is registered, and one reason that is in the lease. If someone is building an airplane, there are regulations in the lease too, and we will make sure that is in the lease specifically, she thinks whole heartedly it is not our intention to drive those people out.

Mr. Rhodes inquired if we need to clarify also for the people who are pulling the aircraft out.

Ms. Clark stated yes, where it states registration is required in Exhibit B, we can add some language if you are building an aircraft and put a limit on the amount of time, maybe annually to show progress, hard to set a time, to assemble airplane.

Mr. Rhodes asked if someone in general aviation has an idea?

Mr. Barker stated if they have built an airplane, then they are assembling it out here. We don't have a strong homebuilt community, that does not mean that could change. I used to fly out an airport in Idaho, probably eighty percent of aircraft on the field were built. That does not mean that the whole thing could not change over the course of a decade. Let it be part of the inspection period, maybe every other inspection, be personal and ask the Tenant to see and how things are going on there, plane so things are not sitting idle. We want it to be enjoyable to everyone involved.

Mr. Rhodes said that would be a small percentage of the hangars, where some hangars could be setting there for a decade, we definitely want to accommodate people. This has been brought to the GA Committee and we want this to come together, we want this to be right, it needs to be right and to work.

Ms. Clark spoke on the insurance portion regarding this, which was brought up prior to the GA Committee meeting. The terms in this, we did change the language a little bit, we discussed it, it is a total of \$1,000,000.00 for aircraft liability, passenger liability, and property damage, not for each

one but a combined \$1,000,000.00. Our insurance agent recommended we put in no lower than \$1,000,000.00 for passenger supplement. This is something the agent has seen, and could do research as far as the need and cost for the insurance. Mr. Terry Wiggins who is president of the GA Committee is not here today, he was previously an insurance agent, he has seen this coverage amount for other airports our size, which we did run the coverage by him too and his comments were this amount of coverage is common.

Mr. Don Morgan stated so there is no confusion here, the coverage built into this lease are all liability coverage if damage is caused by the power of the claim to other people, not coverage for the coverage itself. It is for damage to the third party.

Mr. DesPortes told Ms. Clark he totally understands, air worthiness and year of the airplane. When he lived in Tallahassee, Florida, the Commission went around to and identified the hangars that had airplanes sitting around, nothing to do with experimental, for various reasons were not in use air worthy and not used anymore. Certainly, this will definitely hurt your revenue greatly, and is patrolling you. Please consider the number of hangars that have dead airplanes in them the type of airplane. I am speaking for my Transit Racer that has one seat, weighs five hundred pounds, has one seat in it. You are not going to ensure that thing, because number one I can't take a passenger, and no one can assure me if I am racing an airplane if I run into a crowd tonight. I am on board I know you need the revenue, and I think it is reasonable but, don't run me out or other tenants over insurance for a Transit Racer or beat up on your other tenants by using an airplane, and supporting the airport, by going up so high on the rent, that they go someplace else. Please just consider the actual numbers you have that have dead airplanes, because you do have a lot of them. There are good ways to approach these people, and work through it. One is an air worthiness thing; they don't have to be in hangars. He knows one person that is currently building an airplane, but you have a lot of hangars that need to be available, where the airplanes are not aircraft airworthy. This will support all of us on the airport.

Ms. Clark stated that is the intentions on forming this new lease.

Mr. Cook said he has been on the Commission for quite a while, and I am asking Chairman Rhodes, Commissioners, or Mr. Morgan to help me out a little bit. One thing he knows is that the Commission is responsible to the public in a certain way, we have to set certain guidelines, and have a certain set of rules that we play by. The problem I see here we can't meet every situation because it does not matter, we fix it, it breaks the very next meeting, because something new comes up. What he recommends the Commission have their policies and go forward with those. Our job is to protect the Commission, the airport, and the interest of the people in Columbus, Georgia. From that we when you got those special things up, we need a pathway for people to bring those different things up, without changing the entire community. Say yes this is a special case, here is the exceptional policy for that, and have a process to do that, so we can address these small little things that happen, that fall outside the norm. Hopefully, that will not mean you have a stack of those, but honestly, we need to go ahead and set forth standards and anything that falls out of that we need to deal with those independently. We will never meet every body's standards, we can't, it's never going to happen. Every time we keep amending it. Someone else comes up, that was not at the meeting, saying that affected me in the wrong way. I don't see we can prevent that, so my thought is, let's go forward as to what you feel is right, you as the airport director, and protects the entity as it should do. So, let's look at a pathway to take on those exceptions to policy one on one. I think we could look to the community to see what is fair, and the help us assist to make sure it is a fair exception policy. These are just my thoughts.

Mr. Morgan in a totally different context, with similar problems. If you are looking at zone issues, there is a method of requesting a waiver. There is no reason why the Commission could institute some policy that says, this is what is required of the aircraft on the airfield but, if you have felt you have a special situation, then request away.

Mr. Cook stated then present it to the GA Committee as a copy form, then the Committee could say no, that way we could have that debuted before everything here in the meetings.

Mr. Morgan said you could delegate waivers to the GA Committee if you want to do that.

Ms. Clark said no.

Mr. Rhodes said he did not think we should discuss this now.

Mr. Morgan said we could discuss that method of handling.

Mr. Rhodes said please bear with us folks as there has been a lot of discussion today, and it is an important point you brought up Mr. Morgan, but Mr. DesPortes has brought up a specific need, and I am glad we are talking about it. That may be unique to him, and other people. As for most people it will be a problem getting insured, and it is an important point about the coverage it not be damaged and liability related in a total \$1,000,000.00. It is a good point that we need to consider. For specific needs that fall outside the norm, if someone is building an aircraft, someone doing something special in the GA Community that is not the norm, we want to consider that, we want to push business. There is a lot to listen to and consider, as far as the lease itself goes, what do we have as far as a recommendation. Do we have a recommendation? Are we going to make changes here, we have talked about a lot, do we make related to the insurance definition's, or do we think the wholesale of the insurance as it stands covers the norms and it protects us?

Ms. Clark said yes.

Mr. Rhodes had a question on the key and combination locks, I want to make sure we are supplying the lock, that won't run us down the drain, we are going to get either lock. Will Tenants be able to set their own combination on their lock. Because tenants will need to know, who will have a copy of my key/combination, keeping my hangar safe.

Ms. Renfroe said yes, right now we have an old key box that had multiple keys. My thought process on this is everybody gets a new lock. This will help Public Safety and Flightways Columbus, and help Tenants when we pull out the aircraft. That way there will be no keys floating around and it will help for quarterly inspections. When Tenants sign a new lease in July and August 2019, is when each Tenant will receive a new lock for the first time.

Mr. Rhodes stated another item we did not discuss, was when we go to pull planes out for the first time, and one main concern he has is the totally unrelated stuff that is in some airplane hangars. I know people use it for unrelated items. It is not my desire personally as to get enforcement as to what screw and bolt is aviation and not aviation. With pulling out the airplanes, the square footage around their aircraft, how will this matter be addressed with Tenants with items in the way of moving the airplanes out of hangars. Will we say you must move your stuff in your hangar. Do we say we will not pull your airplane out? How will this be enforced this matter?

Ms. Renfroe said the liability for the airport and Flightways Columbus, there is a plane right now, stuff is under the wings, all around the tail, being a liability issue for our employees to pull the aircraft out. That is why she put the rule, no items are allowed above, beyond, and below the aircraft, which items can be a source for damages and our line techs, asking them to keep stuff away from your aircraft, keep it clean.

Ms. Clark said we have had a severe rodent issue, we have had to put out a lot of rodent traps, because of a lot of storage of paper items, which is a fire hazard. We request Tenants to keep their hangars orderly, if it is non-aeronautical, certain items, this can cause problems, and a safety risk, due to certain options to store in hangars. We do not tell Tenants they cannot store these type items in their hangars. Early this year we had a situation due to that with an aircraft. If items are stored in the hangars that are not non-aeronautical items in the hangars, Flightways Columbus will not offer the service to pull the plane out of the hangar.

Mr. Rhodes stated he is editorializing here and it is not his desire to poke around in someone's hangar, there has been a public concern where if a tenant does not have an operating aircraft, it's

basically, a storage unit, with no aircraft. Then you have a hangar that is a fire hazard, not using it, renting a hangar, not supporting the airport, concerns me, the one-foot rule plus the registration. I do not know if we are going to deal with this or will we be adding language to clarify to deal with this or how exactly?

Ms. Clark thinks the waiver system will be good and will be a policy, leave it as it is, and run it by the GA Committee. As far as a waiver it would address any insurance issues we have, address any type of home-built aircraft, so I feel this is a good recommendation for all issues that have been presented.

Mr. Rhodes inquired about the one-foot rule, does that mean one foot below the wing, or the tip of the wing, such as if there was a chair sitting under the wing and it was eighteen inches below the wing, are we talking about one foot completely outside the aircraft.

Ms. Renfroe said correct.

Mr. Barker said outside the silhouette of the airplane, because you are looking down.

Mr. Rhodes confirmed so there is not a whole lot of storage space if the wings are long on the airplane?

Ms. Clark as far as the non-aeronautical portion, that is one thing the FAA regulations came out several years ago, it does say there needs to be registered maintained aircraft in the hangar that is that is FAA regulation. If we come into a hangar with no aircraft, just storage items in the hangar, we can issue a warning for thirty days, they can correct the issue. If they are buying an airplane and can produce documentation shows they are purchasing a plane, as we have discussed, it is not an issue. If it someone with no intention to purchase a plane we would terminate their lease in thirty days for no correction.

Mr. Rhodes said if someone purchased a plane a ten years ago, they are not flying any more than in our plan, they could fall in this category. This has been a great discussion back and forth, what I am hearing is the item being adopted here as is, item been adopted as is but, that as a Commission we want to consider implementing some type of waiver system. For specifics that come up, it may come outside the ninety-nine percent. Maybe we want to amend how it was presented here to add, to adopt lease as is but, I personally think it is a good idea, would like us to consider to adopt a waiver program to handle these specific items that come up. He asked Mr. Morgan how this would need to be handled?

Mr. Morgan let this be the motion.

Mr. Rhodes asked if he has a motion to approve this and to come back with a waiver program to address specifics.

Motion by Mr. Don Cook to approve the updated Hangar Lease for 2019 and to come back with a waiver program to address specifics; seconded by Mr. James Barker and unanimously approved by the Commission. Ayes: 4 / No: 0

CONSIDER APPROVAL OF THE NEW HANGAR/AIRCRAFT LEASES AND HANGAR PRICING

Ms. Michele Renfroe stated that she recently she took over the management of the hangars and leases and noticed that we do not have a standard pricing structure for hangar rentals. She is recommending that we use a standard rate per square foot pricing structure for all the hangars. Hangars are priced between .11 cents up to .19 cents per square foot. The General Aviation (GA) committee was asked to recommend 5 airports for the hangar study that would involve pricing, structures and size. In this study she looked at all aspects from structure, painting, airport size and year hangars were built.

We recently met with the GA Committee and several tenants to discuss the airports findings from visiting 14 airports in the Alabama, Tennessee, and Georgia area. The pricing increase that was

presented was .20 cents per square foot for all T-hangars, .30 cents per square foot for Hangar 11 which is a larger box hangar, .40 cents per square foot for all corporate hangars, \$1.00 per square foot for storage spaces that are accessible by the ramp and \$1.50 per square foot for all office spaces. The GA Committee asked if the Commission would be willing to make this 33% increase split over the next 3 years instead of taking the increase all at one time. Ms. Renfroe recommended the request be approved and increase the amount every year on August 1st for the next three years. I have found that most airports charge a flat rate or per sq. ft with a yearly CPI increase. Although the Airport took a couple of increases in the last 3 to 4 years we have not kept up with the CPI. In looking at the current pricing and structures our airport is far behind the curve in standard pricing but in the middle for the hangar condition.

Over the years the airport has not been diligent in maintaining the hangars. Starting this year, we have an initiative in place to start updating our hangars. We are ensuring that the revenue from the hangars will assist in the cost for rehabilitation and preventative maintenance of the hangars.

Mr. Garry Parker will be speaking more about the specifics of the hangar refurbishment in his report.

Mr. Rhodes asked Mr. Parker to answer in extending his remarks to report relating to this at this time.

Mr. Parker stated in the spirit of complete transparency and accountability; we understand that our hangars have not received the needed repairs over the past decade. We are not making excuses, but we are making changes to resolve this issue. We are excited to announce the Hangar Refurbishment Initiative beginning July 01, 2019, and we are committed to improving the overall condition and extend the life expectancy of all Commission owned hangars at CSG. Working together with Flightways Manager, Ms. Renfroe, we have identified areas that need to be addressed to ensure that we are providing the best possible service for our hangar tenants. Some areas require immediate attention like doors, rollers, seals and leaking roofs; others will be addressed on a scheduled timeline. These areas include lighting upgrades, sheet metal replacement, rust abatement and new paint. We anticipate the Hangar Refurbishment Project completion within 18 months, or January 2021.

Ms. Tana McHale asked Mr. Parker if these are comprehensive list of everything that needs to be done by hangar?

Ms. Renfroe said yes.

Ms. McHale the person on the list is in agreement to the items on the list?

Ms. Renfroe state she had spoken at the GA Committee about some of the items on the list. She has provided Mr. Parker a five-page report basically for every hangar she measured, and asked if there were more repairs they requested to be added to the list. Some Tenants have added additional items for repairs since that time, she has provided those to Mr. Parker too.

Ms. McHale confirmed that Ms. Renfroe has some collaboration since that time?

Ms. Renfroe stated yes.

Ms. Clark stated that Ms. Sonya Overton can send out an email to let all the tenants know and if they have additional issues that may not have been reported, to confirm Ms. Renfroe has the request. Tenants can Email Ms. Renfroe directly, to ensure she has all request, they can also, put in work orders.

Ms. McHale asked Mr. Parker if this list is achievable in eighteen months.

Mr. Parker said absolutely.

Ms. McHale stated okay.

Mr. Parker asked to make this easier, some people may lose or not have Ms. Overton's email address, could we put a page on our CSG Website, somebody can submit a work order that way.

Ms. Clark said yes, we can do that. We will probably add this to the Flightways Columbus website.

Mr. Rhodes inquired how the work orders submitted?

Ms. Renfroe said, they call or email her.

Mr. Rhodes asked wasn't there a system in place at one time?

Ms. Clark said the system is still in place but, Tenants cannot necessarily access. So, they call an employee at the airport, we input the work orders. We have a new system where we are working the bugs out. I do not think it is capable to send out to the Tenants, there was some question on that. If it is Tenants could put in work orders on their own. If not, they can put in their request on the Flightways Columbus website.

Mr. Rhodes he was not going that far to ask you for the recommendation to be considered. I was curious how the work orders are received from the Tenants now, emailed, call, how?

Mr. Barker requested that the emails be sent to both Ms. Renfroe and Mr. Parker, they will both be aware, so if one of them is absent, and it is a time sensitive repair it can be received.

Mr. Rhodes asked how the work orders are received now by email or are they calling you.

Ms. Renfroe said both by email and calling.

Mr. Rhodes agrees with Mr. Barker that all request/work orders should be sent to both Ms. Renfroe and Mr. Parker.

Mr. Cook asked if there is a place where work orders are published, to visibly see if my work order has been submitted and the status.

Ms. Clark reply was that they could be possibly listed like we do with the Hangar Waiting list on the Website.

There is software that may be helpful to follow work orders from submission to completion.

Mr. Parker thinks it would be a great idea to post a weekly work order report.

Ms. Clark stated that is a local area closet to the hangars. She thinks it will be better on the website and she will have Ms. Overton send at an email to keep the Tenants updated on their work orders submitted.

Ms. Rhodes had one more question, how do the Tenants typically know their work order has been submitted.

Mr. Parker said he contacts the Tenant and updates them on the status.

Mr. Rhodes would like this to be looked into for he feels the personal touch is much better and will be more efficient to what they are referring to. Sounds like the current system might have more capabilities as to what you are referring too.

Ms. Clark stated she will look into it absolutely, maybe we could export/import some things if it doesn't to not duplicate it. We will work on something to increase and make this better regarding the communication on the status of all work orders.

Ms. Renfroe said for those that were not at the GA Committee meeting, if you are having any issues with your hangar, contact her for all work orders.

Mr. Rhodes had a question on the pricing structure of the hangars, the idea with the cost, to have a standard rate, number and percentage wise. This is a concern along with the three-year that came by GA Committee to refurbish and do all the things requested for the Tenants.

Ms. Clark reported there will be an increase over three years of the difference of the square footage rate. Each increase will be at thirty-three percentage of the difference of the square footage rates.

Mr. Rhodes said the difference will be split up over three years.

Ms. Clark stated that is correct.

Motion by Mr. Don Cook to approve the new hangar/aircraft leases and the hangar pricing; seconded by Ms. Tana McHale. and unanimously approved by the Commission. Ayes: 4 / No: 0

CONSIDER APPROVAL OF THE AMENDMENT TO THE BUDGET FOR THE COLUMBUS AIRPORT

Ms. Lorrie Brewer was absent, Ms. Clark provided the following information pertaining to the amendment to the budget for the Columbus Airport.

Ms. Clark stated a revision is requested for the FY 2020 budget. The expense portion of the Maintenance budget needs to increase by \$71,100.00 for hangar repairs. This allocates a greater portion of the budgeted hangar revenue to essential repairs and ensures availability of the funds.

This increases our projected net loss for FY 2020 from \$169,668.00 to \$240,768.00.

Ms. Clark recommended approval to make sure the revenues from the hangar rent is put back into their hangars. The reason for this, we had talked, and had done the budget prior to our discussion and we want to ensure we do what we said we would do.

Mr. Rhodes inquired is this factoring all the increase.

Ms. Clark stated no, because we did not know if it would be changed or not. It will be changed obviously, budgeted better years going forward.

Motion by Mr. Don Cook to approve the bid analysis and recommendation for the obstruction mitigation program; seconded by Ms. Tana McHale. and unanimously approved by the Commission. Ayes: 4 / No: 0

Mr. Rhodes added we are committed to this is all into play all was in favor and carried with motion.

CONSIDER APPROVAL OF THE AMENDMENT 1 TO THE PASSENGER TERMINAL REHABILITATION PROJECT

Ms. Clark reported during the design phase of the Terminal Modernization Project it was necessary for additional services outside of the original scope to be undertaken to facilitate in rectifying issues that were identified by our Consultant RS&H.

The additional work provided included the following items:

- Mechanical Heating and Cooling System Life Cycle Cost Analysis
- Landside Restroom Study and Redesign
- Airside Restroom Study and Redesign
- Multi-Purpose Space
- Future Concessions
- North Vestibule Redesign
- Cost Analysis, Alternatives, and Value Engineering
- Program Value Engineering and evaluation to reduce overall project cost
- Geotechnical Investigations and Foundation Recommendations
- Hazardous Material Abatement
- Other Services

The cost of this additional labor is \$135,000.00.

Ms. Clark recommended approval even though this additional items and work came up to approve the Amendment 1 to the Passenger Terminal Rehabilitation Project with the supplemental scope which was necessary to the best of its ability with all the issues that came up concerning this project.

Motion by Mr. Don Cook to approve the Amendment 1 to the Passenger Terminal Rehabilitation Project; seconded by Ms. Tana McHale. and unanimously approved by the Commission.
Ayes: 4 / No: 0

Mr. Rhodes wanted to make sure if Ms. Clark was comfortable with this, it is what it is, and with compliance issues, as he realized some of the changes would be required. He confirmed this process, with moving some things around, the cost, change of how we were going to approach things. Going forward we want to make sure we know when we make a commitment to make sure we ask all the questions first.

Ms. Clark reported she provided some back ground first, she did have a discussion with RS&H based on some of the input we originally looked at, a lot of this had to be reworked because of the estimate they provided. RS&H did wave those fees. She does feel comfortable with the amounts they are reporting on these changes.

CONSIDER APPROVAL OF REQUEST FOR CONDEMNATION OF AVIGATION EASEMENTS

Mr. Rhodes report to consider the approval of request for condemnation of avigation easements related to Runway 64 and Runway 13.

Mr. Morgan stated there is an ongoing project which the Commission has asked RS&H to handle to move obstructions in the air space on the runways. The mechanism to do that RS&H will deal with individual property owners to obtain avigation easements. Once the easements are obtained then there will be a contract for a service company to move those obstructions. There are two property owners where the avigation easement has not been able to be obtained and the sub-contractor has come back to RS&H and asked that those two properties be condemned, not the whole property, just air space above those properties, and the right to go in for the obstruction. This not the first time this has happened, the Airport Commission has done this in the past. The mechanism is that you are requesting the Counsel of Columbus, Georgia to exercise this power to require these two obstructions. Mr. Morgan asked if there were any questions relating to this information.

Mr. Rhodes said this sounds as though it is need, and it may help us move things along.

Mr. Cook asked who from the City Council will assist with this request.

Mr. Morgan said actually it will be handled by Mr. Clifton Fey. Mr. Morgan has worked with the city attorney, and he has asked that we handle it this way. He is also supposed to present the Council Resolution that they will pass. Untimely counsel will pass it and it will go to Jake and Bill who handles all Columbus, Georgia condemnations, Jake will be the contact for the work.

Mr. Rhodes asked if there was any chance to get this process started, and the property owners out there may say no need to do that, I will let you in to do the work.

Mr. Morgan said the sub-contractors are anticipating to go back to the property owners to say this is kind of your one more last chance.

Mr. Rhodes said he hopes that will be the case to make everything easier. He thinks this is straight forward and we need to do it. Any questions/discussion on this matter?

Mr. Cook said his thought is, if we are going to do this, if one day they say yes, the next day they say no. If they say yes, I don't like going through city council, we need to continue all through the process, if we are going to ask them, we need to be ready to do this.

Mr. Rhodes agreed with Mr. Cook; he hopes it will not be more of a process.

Mr. Cook said we will have to take action.

Mr. Morgan stated in his view, after they pass this resolution, if the process goes forward and gets stopped because they give impeachment, that is fine, if it goes forward that is what is needed.

Motion by Ms. Tana McHale to approve the bid analysis and recommendation for the obstruction mitigation program; seconded by Mr. James Barker and unanimously approved by the Commission. Ayes: 4 / No: 0

DIRECTORS REPORT

Ms. Clark began the monthly update report due to Ms. Brewer's absence.

FINANCE

Ms. Brewer reported the Airport made a profit of \$565,232.00 with an adjusted net profit (without depreciation, amortization, grant or Passenger Facility Charge revenues) of \$120,300.00 in May. Year over year this amounts to a decrease of over 8% in comparison to May of last year in which the adjusted net profit was \$130,905.00 (see Summary of Airport Revenues & Expenses).

Hangar and other rent revenues increased by over 10%; Flightways sales decreased by about 13%; and. Propellers sales were up by 38% in the month of May. However, Propellers and Flightways will present their own reports.

Parking lot revenue increased by 16% this month in comparison to revenue received this month last year. This month last year our revenue was \$24,313.00, while this year our May revenue was \$28,261.00 from the new parking lot. This represents the highest number since project inception.

Labor expenses were down about 7% overall compared to this month last year, once again primarily due to a decrease in most departments' salary expenses. Insurance expenses were down by almost 34%, utilities and other services were up 9% largely due to increases in electricity costs, and lastly, repairs and maintenance expenses were up by 65% in comparison to May of last year, largely due to extensive repairs on vehicles, as well as airfield, building, and security access repairs.

Enplanements reflected an increase of 255 while deplanements showed increase of 568 compared to May of last year. The total enplanements were 4,797 and total deplanements were 4,737 in May 2019.

Tenants Past Due 60 Days or More: None. See report with financials.

Update on Airport Improvement Project 41:

AIP 41—Grant Total: \$1,619,802; Runway 6 Safety Area Improvements, 6-24 Construction Mitigation, & Perimeter Security Road
Grant Balance: \$264,413.00

Update on Airport Improvement Project 42: No changes.

AIP 42—Grant Total: \$190,774.00; Runway Safety Area Improvements—Localizer, PAPI and MALSR Modification
Grant Balance: \$0

Update on Airport Improvement Project 43:

AIP 41—Grant Total: \$1,764,726.00; Columbus GA Mitigate Runway 6/24 Obstructions—Phase 4; Columbus GA Rehabilitate Passenger Terminal (Design & Bid), Columbus GA Perimeter Security Road (Design)
Grant Balance: \$861,463,00

Cash flow for the operating account was positive for the month. (See the Cash Flow Summary for more information.)

The PFC account had a balance of \$689,605.00 and the cash reserves account had a balance of \$1,992,679.00 at the end of May.

FLIGHTWAYS COLUMBUS

Ms. Michele Renfroe provided the following update.

- **Volume Report:**

We pumped a little under 58,000 gallons of fuel in May. Our total volume decreased by 11% year over year. We had a moderate increase in Avgas this year compared to last year. There was a significant decrease in Contract and Retail Jet fuel. The Airline uplifts had a moderate decrease.

- **Revenue & Profit Report:**

Our profits for the month were over \$28,000.00. Compared to last year, our revenue decreased moderately, and our profits decreased significantly. Our profit margin was down 25% for the month. The decrease in profitability was due to a major truck repair and an extra pay period.

- **Justice Customer Update:**

We had 20 Justice flights in the month of May. They took a little under 14,000 gals of fuel compared to last year's 11,000 gallons. Classic Air Charter is still averaging 4 to 5 flights per week. Out of the 20 flights that arrived 11 received fuel.

- **Hangars:**

I have rented several hangars that came available last month so we have moved more people off the waiting list. I have also added multiple people to the waiting list this month. We finished 95% measuring all the hangars on the field. We need to finish door height measurements with the scissor lift to complete all measurements in the twin size and corporate hangars. Last month I was able to talk with tenants and get pictures of what needs to be addressed and put into the work order system to start fixing leaks, door issues with seals and rollers which makes it hard to open the doors.

I made a list which we went over in the GA Committee meeting this month to let them know when the work would begin and what we would be working on first. At that time, we also asked the tenants if they had any issues that needed to be added to the list that I might have missed. Garry will be speaking more about the time frame for how and when this work will begin.

MAINTENANCE

Mr. Garry Parker provided the following update.

- Our maintenance team members work diligently to ensure that the Columbus Airport is in the best possible shape; from our Landscaping crew that manicures the grounds, and our Custodial staff that ensures the passenger terminal is clean and fresh, to the Maintenance and Airfield Operations and Grounds team that keeps the light bulbs changed, and the grass mowed, we have assembled a fantastic team that is truly passionate about maintaining this airport. Beginning July 1st, we are rolling out the Maintenance Department Employee of the Month program to recognize our team members that go above and beyond to work harder, shine brighter, and represent the Columbus Airport Commission with stellar customer service.
- Finally, I am pleased to report an update on our Pet/Service Animal Relief Area project. First of all, I would like to recognize our entire combined team of Landscaping, Airfield Operations, and Grounds Maintenance staff for pulling together and working diligently to complete this project ahead of schedule. Mr. Marshall Upshaw, Mr. Khalfani Walker, Mr. Daniel Thomas, Sr., Mr. Eric Rivers, Mr. Richard Rosado and Mr. Cameron Hagan: Thank you all for your dedication and hard work on a project that is certain to impress our passengers for years to come. We would like to invite the Commissioners, staff, and tenants to take a few minutes to visit the (yet un-named) Pet/Service Animal Relief Area located in the short-term parking lot near the exit gates. The area is securely fenced and beautifully landscaped, with locally sourced plants and stone. Please take a moment to check it out;

Mr. Rhodes thanked Mr. Parker for his hard work to include his staff! The culture of building a team is important, and for improving morale in the Maintenance Department.

MARKETING

Ms. Clark provided the following update in the absence of Ms. Overton.

- We are currently solidifying the plans for the 75th Anniversary celebration for the airport.
- The anniversary will be a yearlong celebration filled with community engagement and local partnerships throughout the community. There will be a 75th Anniversary kickoff party in August tentatively slated for Thursday, August 22nd in the terminal. More info to follow.
- The honorable Mayor Skip Henderson will be presenting a proclamation in honor of the Columbus Airports 75th Anniversary. We are finalizing the details of the proclamation order and plan to have the Mayor present at the anniversary kick-off.

- We have been working on an Employee Rewards Program where staff can earn Columbus Airport Bucks for various activities to include volunteering, joining community related organizations/committees/boards, going above and beyond, Employee of the Month, etc. The concept empowers employees to help the Columbus airport engage and become active in our local communities while earning Columbus Airport Bucks to exchange for various promotional items and paid time off.
- We are focusing our efforts on customer satisfaction and various ways of collecting data to improve the passenger experience throughout the year. We will be installing a new service system called Feedback Now which will allow passengers an opportunity to provide us with “real time” data on their experience in our airport. The systems will be placed in the restrooms, rental cars, Delta, Propeller’s, Security Checkpoint, Parking area and Flightways.
- We are still awaiting estimates for the Columbus Airport historical timeline. Once the estimates have been received, we will send a transmittal to the Commission for review for the project cost.
- We are working on end of year surveys for our Passengers, Tenants and Flightways and expect to have them circulating July 1, 2019 with options to complete the survey online or on paper. The response time will be extended this year in order to allow more participants to respond, collecting for 60 days versus 30.

PROPELLERS

Mr. Kiger provided the following update.

- Propeller’s total sales for the month of May were just over under \$9,800.00.
- Compared to May of 2018, non-alcoholic beverage sales increased 15%, alcoholic beverage sales increased 51%, food sales increased 24%, and vending sales increased 29%. In all, we saw a total sales increase of 28%.
- We are currently in the process of researching distributors who deliver pre-packaged foods to the Columbus, GA area. The supplier we partner with will, in the near future, provide us with sandwiches, pastries, and other various food items that we will sell out of mobile kiosks during the upcoming terminal construction period.
- Also, in the next few months we will be taking an inventory of all equipment and items that we will be able to store, and use, in the new restaurant, as well as those that we will either dispose of or auction off when Propeller’s is no longer operating.

Mr. Rhodes thanked Mr. Kiger for his service, all the great food, you and your staff do a great job in serving meetings and people in the airport! Thank you very much for all that you do on behalf of the Commission.

PUBLIC SAFETY

Chief Parker provided the following update.

Last Wednesday we hosted the Chattahoochee Valley Law Enforcement Coalition luncheon and we look forward to hosting again next June. Mr. Kiger and his staff for providing the meal, we appreciate all you all do in making it a success! Officer Richard Baran has graduated the Firefighter’s Academy where he finished with the highest academic GPA. He has returned to full duty and will start the ARFF program with next available class. Officer Marion Anderson graduated the Police Academy last Friday and is back in full service. We are extremely proud of our teammates and will be hosting a celebration soon. Public Safety’s vehicle purchase order has been completed and sent to the Ford plant with a projected production of August 19. We expect delivery of the vehicle shortly after. We have an IED exercise scheduled for Friday July 12th at 0530am. We will kick off promptly after the 0600 flight departs. This exercise will include or local TSA partners, Columbus Emergency Management, Columbus PD, Columbus Fire EMS, and Bomb Squad. This will be a cold response simulation and notifications will go out prior to the event. Chief Parker wants to hold more of these exercises throughout the year because you practice how you play. We know things don’t always go as planned, and when things happen this will help us to be more prepared if something ever happens.

Chief Parker stated his staff have stepped up to the plate during shortages on employees, they have done a great job! He expressed his appreciation to each one of his employees for their hard work.

Chief Parker thanked the Commission for their continued support.

Mr. Rhodes thanked each one and their employees for the updates and their hard work.

OTHER MATERS

Mr. Rhodes, Jr. opened the meeting to the floor, with no further business the meeting was adjourned to closed session to discuss personal matters at 11:11 A.M.

Motion to go into closed session by Mr. Don Cook was made: seconded by Ms. Tana McHale and unanimously approved by the Commission. Ayes: 4 / No: 0

Motion to return to open session Ms. Tana McHale was made: seconded by Mr. James Barker and unanimously approved by the Commission. Ayes: 4 / No: 0

Action was taken by the Commission on the items presented.

There being no further business the meeting was adjourned at 12:03 P.M.

APPROVED:

Mary Scarbrough, Secretary

Mr. Carl Rhodes, Jr., Chairman

COLUMBUS AIRPORT AIRCRAFT STORAGE AGREEMENT

THIS STORAGE AGREEMENT ("Agreement") is entered into this _____ day of _____, 20____, by and between the Columbus Airport Commission, a body corporate and politic of the State of Georgia ("Lessor") and _____ as further identified in Exhibit "A", ("Lessee").

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **PREMISES:** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor T-hangar/Tie down space # _____ ("Premises"), located at Columbus Airport, Muscogee County, Georgia ("Airport"), on an "as is, where is" basis, for the purpose of storing the following ("Aircraft"):

- a. **Make:** _____
- b. **Model:** _____
- c. **Year:** _____
- d. **Registration Number:** _____
- e. **Other:** _____
- f. **Commission's Classification of Premises:** Single _____ Twin _____
Corporate/Commercial _____

Lessee use is limited to the storage of the item(s) described above. Should Lessee desire to store more than one aircraft on the Premises, Lessee and the owners of the additional aircraft shall execute a new Agreement including the above information for all aircraft stored on the Premises.

2. **TERM:** This Agreement shall commence on _____, and remain in effect until terminated as provided in this Agreement.

3. **RENT:** For use of the Premises, Lessee shall pay Lessor without demand \$ _____ per month, payable in advance on or before the first day of each month. The amount of rent may be changed from time to time by Lessor by resolutions of the Columbus Airport Commission adopted at a regular meeting thereof with written notice to Lessee.

4. **LATE FEES:** All rent payments will become past due on the 10th calendar day of the month they were due. Past due amounts will be charged a 5% late fee. Late fees will be compounded on past due amounts monthly until all past due rents and resultant late fees assessed are paid in full.

5. **HANGAR SECURITY:** Subject to the terms provided for in Exhibit "B" herein,
 - a. _____ Key and Combo lock furnished by the Lessor (see paragraph 6 below)

6. **SECURITY AND LOCK DEPOSITS:** Upon execution of this agreement Lessee shall pay Lessor the following deposits:
 - a. **Security Deposit:** Lessee shall deposit with Lessor as security for any performance of the terms and conditions of this Agreement by Lessee an amount equal to one month's rent fee. If Lessee defaults in respect to any term or condition contained herein, including payment fees, Lessor may retain the whole or any part of said security for the payment of fees in default or any other sum Lessee may be required to spend or incur by reason of Lessee's default. Except for the lock deposit as identified herein, should Lessee faithfully and fully comply with terms and conditions of this Agreement the security or any balance shall be returned to Lessee after the termination of this Agreement. Lessor shall not be required to pay interest on any cash deposit. SECURITY DEPOSIT MAY NOT BE USED IN LIEU OF LAST MONTH'S RENTAL FEE ON THE PREMISES DESCRIBED HEREIN.
 - b. **Security Lock:** A key or combo lock will be provided from Lessor to Lessee at the time the lease is signed, the key or combo lock provided will be used solely and exclusively on the assigned storage space pursuant to the Agreement. If Lessee loses said lock during the term of this Agreement, Lessee shall be required to notify Lessor and purchase from Lessor a new lock at the rate of \$30.00. Only airport issued locks will be acceptable. At the termination of this Agreement, Lessee will be required to return said lock to Lessor at the time the lease out inspection is done.

7. **USE OF PREMISES:** The Premises shall be used for the storage of the Aircraft. Lessee covenants and agrees that they will protect the rights, safety and property of other lessees by adherence to the general rules and regulations for the Airport as well as all applicable ordinances, resolutions, rules and regulations established by any federal, state or local government agency. On termination of this Agreement as provided herein, Lessee shall immediately remove the aircraft, leaving the Premises in the same condition as when received, ordinary wear and tear expected.

8. **RIGHTS OF INGRESS AND EGRESS:** Lessee shall have access to the aircraft seven days-a-week, 24 hours-a-day.

9. **ALTERATIONS.** Lessee shall not alter, repair, or change the Premises in any way without the prior written consent of the Lessor, and then only upon such terms and conditions as may be required and approved by the Lessor. Additionally, any alterations or improvements proposed must be governed by (if necessary) and in compliance with any and all local, state and federal rules and regulations. Lessee

shall be responsible for the maintenance of any approved alterations to the Premises for the duration of the Agreement.

10. **MAINTENANCE AND REPAIRS TO THE AGREEMENT PREMISES:** Lessor shall be responsible for all maintenance and repairs to the Premises, except when necessitated by the negligence of willful misconduct of the Lessee, its agents, employees or guests or to approved alterations made by Lessee. Lessee shall promptly provide notice to Lessor any defects in the Premises which Lessee believes requires maintenance and/or repair. Said notice shall be made as provided in paragraph 16 herein or by calling 706-324-2453. Maintenance and/or repairs will be performed with due diligence at Lessors own cost and risk. If the maintenance and/or repairs are the responsibility of the Lessee, the rent shall not be abated during the period of maintenance and/or repairs. If the maintenance and/or repairs are the responsibility of the Lessor, and the damage renders the Premises untenable for a period of ten (10) days or more, the rent shall be abated during the period of untenability. If the maintenance and/or repairs are the responsibility of the Lessor, and the damage renders the Premises untenable for a period of thirty (30) days or more, the Lessee shall have the option to terminate this Agreement immediately upon written notification to the Lessor.

11. **DEFAULT:** If Lessor defaults in the performance of its duties or obligations required under the terms of this Agreement, and if Lessor fails to remedy any such default in a manner reasonably satisfactory to Lessee within thirty (30) days following receipt of Lessee's written notice to remedy said default, Lessee may immediately terminate this agreement with written notice to Lessor.

If Lessee defaults in the performance of its duties or obligations required under the terms of this Agreement, and if Lessee fails to remedy any such default within a manner reasonably satisfactory to Lessor (a) fifteen (15) days if the default can be cured by the payment of money; or (b) thirty (30) days if the default requires more than the payment of money, following receipt of Lessor's written notice, Lessor may terminate the agreement with written notice to Lessee.

However, if the case of a non-monetary default, if the defaulting party commences efforts to cure the default within such period prescribed above the non-defaulting party shall no longer be entitled to declare a default. However, where such default cannot be reasonably cured within thirty (30) days, the defaulting party shall not be deemed to be in default under this Agreement if it commences to cure within thirty (30) days and thereafter diligently pursues to completion.

12. **AIRPORT RULES AND REGULATIONS:** Lessee agrees to comply with the T-Hangar Policy, attached hereto and made a part hereof as Exhibit "B". All such policies are subject to amendment by the Columbus Airport Commission adopted at a regular meeting thereof without prior written notice to Lessee. Further Lessee agrees to comply with standards in the current FAA approved Airport Certification Manual (ACM) and TSA approved Airport Security Plan (ASP) as they may apply to or impact the Lessee's occupancy of the Premises. Lessee agrees to comply with any other airport rules or

regulations that may be promulgated by Lessor in order to execute Lessor's responsibilities for the safe and orderly conduct of the Airport.

13. **INDEMNIFICATION:** Lessee and Lessor shall each indemnify the other for injury or property damage claims made by the other that were caused by the negligence or willful misconduct of the indemnifying party, its agents, employees, and guests.

14. **FORCE MAJEURE:** Lessor shall not be liable for failure to perform this Agreement or for any loss, injury or damage of any nature whatsoever caused by Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the Lessor's control

15. **INSURANCE:** Lessee agrees to keep and maintain in force aircraft liability, passenger liability and property damage insurance with a minimum combined single limit of \$1,000,000, subject to no less than \$100,000 per passenger sublimit, and to provide Lessor with a certificate of insurance that such coverage is in force. Lessee will provide Lessor with ten (10) days prior written notice of cancellation.

a) Aircraft liability – liability insurance to provide coverage for claims (for bodily injury to others or damage to property owned by others) arising out of the ownership, maintenance or use of the aircraft.

b) Passenger liability – to provide coverage for bodily injury to passengers arising us of ownership, maintenance or use of the aircraft.

c) Property damage – to provide coverage for damage to property owned by others arising us of the ownership, maintenance or use of the aircraft.

16. **INSPECTION:** The Lessor may, with prior written notice and in accordance with the provisions of Exhibit "B" herein, enter and inspect the Premises for the purposes of ensuring Lessee's compliance with its obligations under the Agreement. Lessor will be held responsible for any theft or damage to Lessee's property should the Lessor fail to properly secure the Premises upon completion of the inspection. In the event of an emergency, the Lessor may enter the Premises without prior notice to Lessee. In such event, Lessor will provide written notice to Lessee within twenty-four (24) hours after such emergency access.

17. **MAINTENANCE ON AIRCRAFT:** Pursuant to FAA Order 5190.6B, *FAA Airport Compliance Manual* as amended from time to time, the Lessee, or its agents shall be allowed to perform maintenance on the Aircraft within or on the Premises, provided such maintenance meets the standards of the Compliance Manual Chapter 11. In addition, such maintenance may not be done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of the airport facilities by others. At no time shall the Lessee's aircraft engine(s) be started within the Premises.

18. **STORAGE OF HAZARDOUS MATERIALS:** Hazardous materials, as defined by the Georgia State EPA, shall not be stored in or on the Premises.

19. **TAXES:** Lessor shall pay any and all taxes of special assessments that may be levied or assessed against the Premises, Lessee shall pay any and all taxes or special assessments that may be levied or assessed against the aircraft.

20. **ASSIGNMENT AND SUBLETTING:** This Agreement may not be transferred or assigned. The Lessee may not sublet the Premises.

21. **NOTICES:** All notices required or authorized under this Agreement shall be in writing and shall be deemed given when delivered in person at the addresses below or when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, and addressed as follows (or to such other address as may from time to time be designated by either party by written notice to the other party)

LESSOR: Columbus Airport Commission
Attn: FBO Manager
3250 West Britt David Road
Columbus, GA 31909

LESSEE: Name: _____
Street Address: _____
City and State: _____
Email address: _____
24 hour emergency #: _____

22. **TERMINATION:** Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving thirty (30) days prior written notice to the other party.

23. **SUCCESSORS BOUND:** This Agreement shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

24. **PREVENTION OF TREASPASS:** Lessee agrees to use Lessee's best efforts to prevent unauthorized persons from gaining access to the Airport's restricted areas. Said areas shall be identified in the current TSA approved edition of the Airport Security Program.

25. **GOVERNING LAW:** Choice of Forum. This Agreement has been made and shall be construed in accordance with the laws of the State of Georgia. All actions for enforcement of this Agreement may be brought in any court of competent subject matter jurisdiction in Muscogee County, Georgia. The parties hereto submit to the jurisdiction and venue of said court.

26. **INTEREST CREATED:** The interest created hereunder is not intended to be that of an estate for years, but a usufruct only.

27. **ATTORNEY'S FEES:** In the event any action is filed in relation to this Agreement, each party shall be responsible for his, her or its own attorney's fees.

28. **HEADINGS:** The headings contained herein are for reference only and are not intended to define or limit the scope of any provisions of this Agreement.

29. **WAIVER:** Either party's failure to enforce any provision of this Agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or other provision.

30. **SEVERABILITY:** The invalidity of any portion of this Agreement shall not affect the validity of the remaining portions thereof.

31. **SUBORDINATION OF AGREEMENT:** This Agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operations or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for development of the Airport.

32. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicated as of the day and year first written above.

LESSEE

By: _____

By: _____

LESSOR

By: _____

Amber Clark, C.M.
Airport Director

By: _____

Michele Renfro
FBO Manager

Attachments:

Exhibit "A" and Exhibit "B" Lessee's initials _____

EXHIBIT "A" REGISTERED
OWNERS LIST

Documentation of aircraft registration and insurance policy are required upon execution of this lease.

LESSOR(S) FULL NAME

() Sole Proprietorship

() Partnership

() General, or () Limited

Statement of Partnership Recorded _____ in _____
(Date) (State)

() Corporation

Incorporated _____ in _____
(Date) (State)

Attach List of Officers and Directors with names and addresses

LESSEE PRIMARY CONTACT NAME: _____

Note: Primary Contact is responsible for keeping Commission current on Lease contact information

HOME ADDRESS (Primary Address if more than one): _____

City, State, Zip: _____

Home Phone: _____ Business Phone: _____ Cell Phone: _____

BUSINESS ADDRESS (Primary Address if more than one)

Street: _____

City, State, Zip: _____

PERSONAL INFORMATION (For All Applicants – Attach Additional Sheets if Necessary)

Driver's License Number: _____ Social Security Number: _____
Optional

AIRCRAFT REGISTRATION NO.: _____ **TYPE OF AIRCRAFT:** _____

INSURANCE CARRIER: _____ **POLICY NO.:** _____

Other information:

EXHIBIT "B"
T-HANGAR
POLICIES

GENERAL:

1. T-hangars will be Agreement only to the individual(s) or company who own(s) or Agreement(s) an aircraft. Each Agreement will be executed by such individual(s) or by an officer of a company. In all cases, a copy of the Aircraft Registration Certificate, indicating ownership, and a copy of the certificate of insurance for such aircraft, passenger liability, and property damage will be provided to the FBO Manager. Such documentation will be attached to and made part of the Agreement.
2. Annually, and/or upon request by Lessor, Lessee shall provide verification of the information requested in Paragraph 1 above.
3. Lessee will notify Lessor within ten (10) days of any change in the information furnished concerning the ownership or change in percentage of ownership, aircraft type, color, or "N" number of the aircraft stored in the hangar.
4. If a Lessee sells their aircraft, upon notification to the FBO Manager they may continue the Agreement of the T-hangar for 90 days. If they do not purchase another aircraft by that time, they will lose their right to the hangar.
5. If a T-hangar is rented during the month, the Lessee will pay a pro rata share for that period of the month the T-hangar is to be occupied.
6. An exchange of T-hangars by existing Lessees may be coordinated by such Lessees provided that each Lessee executes a new Agreement for such exchanged hangar prior to moving the aircraft into the new hangar with the FBO Manager.
7. Lessee shall not attach any hoisting or holding mechanism to any part of the T-hangar or pass any such mechanism over the struts or braces therein.
8. Lessee shall not paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the T-hangar without the prior written permission of the Lessor.
9. Lessee shall not permit refueling of aircraft while inside the T-hangar or the operation of the aircraft's engine while inside the T-hangar.
10. If Lessee identifies damage to their aircraft while in the premises Lessee is required to contact Public Safety immediately at (706) 393-8183 and notify the FBO Manager within 24 hours at (706) 324-2453. A police report will be filed, and photographs will be taken for insurance purposes. Lessee shall not touch or attempt to alter the aircraft or area in which the damage has occurred until approved by the Public Safety Officer.
11. In efforts to maintain safety for the Lessor, Lessee and other neighboring tenants we are putting in place a one-foot safety perimeter around all aircraft in the hangars that will include around, above and below all aircraft located in the Columbus Airport hangars. FAA regulation states that the hangars are to be used for registered and maintained aircraft/aeronautical purposes. If you chose to store other small/large items in your hangar that may cause a hazard for pulling out or putting away your aircraft, then the Lessee will take full responsibility for movement in and out of the hangar. Items should be stored in an orderly fashion and not covering the floor of the hangar. Excess storage of papers, cardboard boxes and/or other flammable items poses a rodent/fire hazard which puts lessor, lessee, and other tenants at risk for damage to property/aircraft. This is in reference to Paragraph 7 and 12 above.

ACCESS POLICY:

1. Upon execution of a T-hangar Agreement, Lessee will be furnished a Lessor owned key or combination lock which Lessee will use to secure the hangar door. In either case, Lessor will retain a key or combination for access to the hangar in case of an emergency, scheduled inspections or maintenance.
2. For any reason, should Lessor determine it does not have access to the Premises due to unauthorized lock on the hangar, then Lessor has the right to remove and replace such lock with a new Lessor owned device and Lessor will notify Lessee of such action. Lessee must then report to Lessor's office to purchase a new key or combination lock for securing the Premises. Lessee acknowledges that failure to provide appropriate key or combination to locks on the Premises constitutes a default of this Agreement as describe in paragraph 10 herein.
3. Lessor will conduct quarterly inspections of hangars for routine maintenance, fire/environmental hazards, and compliance with the Agreement. Lessee will be notified by U.S. Mail and/or email post marked not less than five (5) business days in advance of the inspection. Said notice will be mailed to the last known address of Lessee as shown on Lessor's records.
4. Lessor prefers that Lessee or Lessee's designated representative be present during inspections.
5. Subsequent to periodic inspections, Lessee will be notified of those discrepancies (if any) which are Lessee's responsibility to correct and the time frame for compliance.
6. If it becomes necessary for Lessor to re-enter the hangar to conduct maintenance repairs as a result of a periodic inspection, Lessor will notice the Lessee of the repair schedule as provided in paragraph 4 above.
7. Whenever Lessor enters the Premises, a dated and signed notice will be left in a conspicuous place notifying Lessee that Lessor has entered the hangar.

AOA VEHICLE ACCESS

1. All tenants can park their vehicles in their hangar when operating their aircraft or in designated areas.
2. All tenant visitors will park their vehicle in the aircraft owner's hangar to the greatest extent possible or in designated areas.
3. Additional parking in designated areas.
 - a. Flightways parking lot
 - b. Designated areas for a limited time
 - i. East side – Grassy areas in hangar area at least 15 feet off the edge of pavement.
 - ii. West side – Grassy areas north and south of hangar bays, at least 15 feet off edge of pavement.
4. Designated parking areas are allowed to be used per the following schedule.
 - a. 72 hour or less parking. No action needed by owner.
 - b. Parking up to seven days: Hangar # or an airport-generated form clearly displayed on the dashboard.
 - c. **Parking in AOA longer than seven days must be coordinated in advance with the FBO Manager and display of approval notice is placed on windshield.**
5. All areas will be monitored by Public Safety and violators are subject to removal without notice at the owners' expense.

THE VIOLATION OF THE ABOVE RULES AND REGULATIONS SHALL CONSTITUTE A MATERIAL BREACH OF THE AGREEMENT AND SHALL SUBJECT LESSEE TO THE REMEDIES AVAILABLE TO LESSOR UNDER SUCH AGREEMENT.

Initials Lessee: _____