

Rutherford County

*Rutherford County Office Building
289 N. Main Street
Rutherfordton, NC 28139*



Meeting Agenda

Tuesday, July 19, 2016

5:30 PM

Airport

Rutherford County Airport Authority

I. Call To Order**II. Pledge of Allegiance**

ID 16-1113 Agenda Approval

III. Public Comments

Comments should be limited to five (5) minutes. Written comments submitted prior to the Board meeting will be copied and distributed to the Airport Authority.

IV. Consent Agenda

ID 16-1114 Minutes of Special Meeting May 17, 2016
Attachments: 2016.05.17 special meeting minutes

ID 16-1115 Minutes of Special Meeting July 5, 2016
Attachments: 2016.07.05 special meeting mins. and attractment

V. Director's/Financial Report

ID 16-1116 June Financial Report
Attachments: June Financial Report

VI. New Business

ID 16-1118 Obstruction Clearing and Structure Removal
Attachments: 2016-06-30 Recommendation of Award_Rutherford Obs Clearing
Obstruction Clearing and Structure Removal Contract

ID 16-1117 Sign Unveiling

VII. Adjourn



Agenda Summary Sheet

Rutherford County Office
Building
289 N. Main Street
Rutherfordton, NC 28139

File #: ID 16-1113, **Version:** 1

Meeting Date: July 19, 2016

Agenda Approval

Summary:

Agenda is presented to the Board for consideration

Budget:

n/a

Contact Information:

Brooke Watson
Secretary to the Airport Authority
828-287-6061
airport@rutherfordcountync.gov

Recommended Motion:

Approve Agenda.



Agenda Summary Sheet

Rutherford County Office
Building
289 N. Main Street
Rutherfordton, NC 28139

File #: ID 16-1114, **Version:** 2

Meeting Date: July 19, 2016

Minutes of Special Meeting May 17, 2016

Summary:

Minutes of May 17, 2016 are attached for the Board's consideration.

Budget:

n/a

Contact Information:

Brooke Watson
Secretary to the Airport Authority
828-287-6061
airport@rutherfordcountync.gov

Recommended Motion:

Approve May minutes.



Rutherford County Office Building
289 N. Main Street
Rutherfordton, NC 28139

Rutherford County

Special Meeting Minutes

Rutherford County Airport Authority

Tuesday May 17, 2016

4:00 PM

I. Call To Order

Chairman Michael Benfield called the May 17, 2016 special meeting of the Rutherford County Airport Authority to order.

Present: Greg Lovelace, Vice Chairman Eddie Holland, Alan Toney, Bryan King and Chairman Michael Benfield

Absent: None

II. Pledge of Allegiance

Deputy Sheriff Donald Christiansen led in the Pledge of Allegiance.

A. Agenda Approval

Member Bryan King moved to approve the agenda and Member Alan Toney seconded.

Ayes: Chairman Benfield, Vice Chairman Holland, King, Toney and Lovelace

Noes: None

III. Public Comments

None.

IV. Consent Agenda

Member Greg Lovelace moved to approve the minutes from March 15, 2016, and special meeting of April 4, 2016 and Member Bryan King seconded.

Ayes: Chairman Benfield, Vice Chairman Holland, King, Toney and Lovelace

Noes: None

V. Director's/Financial Report

Airport Director Randy Patterson reported on the revenues and expenditures through April. There were no questions about the financial report.

II. New Business

A. Hangar Transfer

County Attorney Beth Miller reported that we have not received the formal request to move forward the hangar transfer.

B. Prepay Fuel Policy and Fees

Airport Director Randy Patterson reported on the need to terminate the prepaid fuel policy and apply new rates and fees for the airport. At this time, there is not a fee to transfer a hangar.

RUTHERFORD COUNTY AIRPORT FUEL AND SERVICE FEE SCHEDULE

Fee Schedule effective July 1, 2016:

1. A 10 cent per gallon discount will be given to full service fuel pumped into aircraft for which Rutherford County property taxes are current as of January 5 of the current calendar year.

A 10 cent per gallon discount will be given for any fuel purchases over 250 gallons of Jet-A fuel or 75 gallons of 100LL AvGas.
2. Overnight Parking Fee: \$10.00 per aircraft tie-down space.

(Overnight fees will be charged up to 6 days and then the aircraft will be allowed to remain on the ramp as a monthly Tie-Down.)
3. Monthly Tie-Down Fee: \$60.00 per aircraft tie-down space.

(Monthly Tie-Down fees allow parking on the ramp for a monthly period.)
4. Daily ramp fee for transient Jet-And turbo-prop aircraft: \$50.00.

(A fee assessed to an aircraft that remains on the ramp during a twenty-four hour period.)

The daily ramp fee shall not be assessed in the event that a transient jet or turbo-prop aircraft lands at the Airport for exigent or emergency circumstances and remains for less than forty-eight (48) hours.
5. Ramp fee waived with the purchase of 200.0 gallons of jet fuel.

(No fee assessed to an aircraft that purchases a minimum amount of fuel.)
6. Aircraft Handling fee to tow aircraft into and out of personal hangars: \$5.00 per aircraft. A \$5.00 fee will be assessed for each move of an aircraft required to be moved in order to remove an aircraft from a hangar.
7. Monthly Vehicle Parking Fee: \$10.00 (To be collected after 72 hours, for the month.)
8. No fees associated to any military, law enforcement, or emergency services aircraft or vehicles.
9. A 10 cent per gallon discount will be given to federal and state agencies that provide a tax exempt number.
10. Aviation fuel for the Rutherford County Sheriff's Office aircraft shall be charged to the Sheriff's Office at cost.

Member Greg Lovelace moved to approve terminate the prepaid policy and apply the new fuel and service fee schedule and Member Bryan King seconded.

Ayes: Chairman Benfield, Vice Chairman Holland, King, Toney and Lovelace

Noes: None

C. Resolution for the Fuel Pricing Policy/Prepay Program

RESOLUTION

WHEREAS, the Rutherford Airport Authority adopted a Fuel Pricing Policy referred to as the Prepay Program for the purchase of Jet-A fuel.

AND WHEREAS, the circumstances that necessitated the Prepay Program no longer exist, primarily due to the fact that the Airport Authority has sufficient funding to purchase Jet-A fuel.

BE IT THEREFORE RESOLVED that, effective as July 1, 2016, the Rutherford Airport Authority hereby eliminates the Fuel Pricing Policy, referred to as the Prepay Program, established by the Rutherford Airport Authority in FY2011-12 and subsequently amended by the Board.

BE IT FURTHER RESOLVED that the Airport Authority shall discontinue the acceptance of prepayments for Jet-A fuel effective May 17, 2016. Any funds currently in the Prepay account may be used for fuel purchases pursuant to the Prepay Program guidelines by the prepay customer until December 31, 2016. Any funds remaining in the Prepay account as of December 31, 2016 will be refunded to the prepay customer.

Adopted this the 17th day of May, 2016.

Chairman, Airport Authority

ATTEST:

Secretary to the Airport Authority

X. Adjourn

Member Bryan King moved to adjourn and Member Eddie Holland seconded.

Ayes: Chairman Benfield, Vice Chairman Holland, King, Toney and Lovelace

Noes: None

Chairman, Airport Authority

Vice Chairman, Airport Authority

Attest:

Secretary to the Airport Authority



Agenda Summary Sheet

Rutherford County Office
Building
289 N. Main Street
Rutherfordton, NC 28139

File #: ID 16-1115, **Version:** 1

Meeting Date: July 19, 2016

Minutes of Special Meeting July 5, 2016

Summary:

Minutes of July 5, 2016 special meeting are attached for the Board's consideration.

Budget:

n/a

Contact Information:

Brooke Watson
Secretary to the Airport Authority
828-287-6061
airport@rutherfordcountync.gov

Recommended Motion:

Approve July minutes.



Rutherford County

Rutherford County Office Building
289 N. Main Street
Rutherfordton, NC 28139

Special Meeting Minutes Rutherford County Airport Authority

Tuesday July 5, 2016

5:00 PM

I. Call To Order

Chairman Michael Benfield called the July 5, 2016 special meeting of the Rutherford County Airport Authority to order.

Present: Greg Lovelace, Vice Chairman Eddie Holland, Alan Toney, and Chairman Michael Benfield

Absent: Bryan King

A. Agenda Approval

Member Alan Toney moved to approve the agenda and Member Greg Lovelace seconded.

Ayes: Chairman Benfield, Vice Chairman Holland, Toney and Lovelace

Noes: None

II. Hangar Transfer

Airport Authority Attorney Beth Miller reported James Dunn would like to transfer his lease agreement to Leon Mimms.

Member Alan Toney asked if there were any fees to transfer the hangar and Airport Authority Attorney Beth Miller responded that there are no closing fees charged by the Airport Authority at this time for any hangar transfer.

A RESOLUTION AUTHORIZING LEASE ASSIGNMENT

WHEREAS, the Rutherford Airport Authority ("Airport Authority") entered into a forty-year lease with James Dunn ("Lessee"), of premises known as Hangar Number 3F effective as of June 24, 2002 (the "Lease"); and

WHEREAS, paragraph 12 of the Lease allows Lessee to assign the full rights under the Lease upon the written consent of the Airport Authority, and states that such consent shall not be unreasonably withheld; and

WHEREAS, Lessee now wishes to assign its full rights under the Lease to Leon Mimms.

NOW, THEREFORE, BE IT RESOLVED by the Rutherford Airport Authority, that:

1. The Airport Authority consents and authorizes James Dunn to assign his full rights under the Lease to Leon Mimms contingent upon the execution of a duly binding Assignment of Lease Agreement in the form attached hereto as Exhibit A; and
2. The Airport Authority chooses not to purchase the improvements and buildings constructed on the premises as allowed

under the right of first refusal retained by the Airport Authority in the Lease. This waiver of its right of first refusal is effective only as to the specific transaction referenced above.

Adopted this 5 day of July, 2016.

Rutherford Airport Authority

Chairman Attest:

Clerk

III. Adjourn

Member Alan Toney moved to adjourn and Vice Chairman Eddie Holland seconded.

Ayes: Chairman Benfield, Vice Chairman Holland, Toney and Lovelace

Noes: None

Vice Chairman, Airport Authority

Attest:

Secretary to the Airport Authority

STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD

(TEMPLATE, ASSIGNMENT, 40 YEAR LEASE)

ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT OF LEASE AGREEMENT is made and entered into this the _____ day of _____, 20_____, by and between Rutherford Airport Authority, hereinafter referred to as AIRPORT AUTHORITY, _____, hereinafter referred to as LESSEE/ASSIGNOR, and _____, hereinafter referred to as SUBLESSEE/ASSIGNEE.

WITNESSETH:

Lessee/Assignor and Airport Authority are parties to a lease agreement dated _____ (the LEASE AGREEMENT). The Lease Agreement pertains to the leasing of premises known as Hangar Number _____ and is attached as Schedule A.

Lessee/Assignor has, pursuant to Section 12 of the Lease Agreement, requested permission to assign the Lease Agreement to Sublessee/Assignee. Airport Authority has elected to not exercise its right of first refusal under Section 12 and has consented to this assignment.

BASED ON THE FOREGOING, and for good and adequate consideration, the receipt of which is hereby acknowledged, the parties do agree:

1. Lessee/Assignor does hereby assign, transfer, and convey to Sublessee/Assignee all right, title, and interest of Lessee/Assignor in and to the Lease Agreement, including the improvements constructed upon the premises therein described.

2. Sublessee/Assignee accepts the assignment of the Lease Agreement and agrees to be bound by and subject to all the terms and conditions of the Lease Agreement. From and after the date of this assignment, the Sublessee/Assignee shall be considered the Lessee under the Lease Agreement.

3. Airport Authority does consent to the assignment set forth above.

4. Any notices to Sublessee/Assignee under Section 18 of the Lease Agreement shall, if not hand delivered, be sent by certified or registered mail, return receipt requested, to the Sublessee/Assignee at the following address:

IN TESTIMONY WHEREOF, the Airport Authority has caused these presents to be signed in its name by its Chairman, by order of its Board duly made, the day and year first above written.

IN TESTIMONY WHEREOF, Lessee/Assignor and Sublessee/Assignee have each executed this instrument, under seal, the day and year first above written.

RUTHERFORD AIRPORT AUTHORITY

BY: _____

TITLE: _____

LESSEE/ASSIGNOR, IF AN INDIVIDUAL:

_____ (SEAL)

LESSEE/ASSIGNOR, IF A CORPORATION OR
A LIMITED LIABILITY COMPANY:

(Name of Corporation or
Limited Liability Company) _____

BY: _____

TITLE: _____

SUBLESSEE/ASSIGNEE, IF AN INDIVIDUAL:

_____ (SEAL)

SUBLESSEE/ASSIGNEE, IF A CORPORATION
OR A LIMITED LIABILITY COMPANY:

(Name of Corporation or
Limited Liability Company) _____

BY: _____

TITLE: _____

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he/she is the _____ (Title of Official) of Rutherford Airport Authority, an authority organized and existing under the laws of the state of North Carolina, and that he/she, as _____ (Title of Official), being authorized to do so, executed the foregoing instrument on behalf of the authority.

Witness my hand and official stamp or seal, this the _____ day of _____, 20_____.

Notary Public

My commission expires:_____.

STATE OF NORTH CAROLINA

(FOR LESSEE/ASSIGNOR)

COUNTY OF RUTHERFORD

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally appeared before me this day and either (i) (if an individual) acknowledged the execution of the foregoing instrument or (ii) (if a corporation or a limited liability company) acknowledged he/she executes this instrument on behalf of _____ (name of corporation or limited liability company) and is the _____ (title) of such entity and is authorized to execute this instrument on its behalf.

Witness my hand and official stamp or seal, this the _____ day of _____, 20_____.

Notary Public

My commission expires:_____.

STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD

(FOR SUBLESSEE/ASSIGNEE)

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally appeared before me this day and either (i) (if an individual) acknowledged the execution of the foregoing instrument or (ii) (if a corporation or a limited liability company) acknowledged he/she executes this instrument on behalf of _____ (name of corporation or limited liability company) and is the _____ (title) of such entity and is authorized to execute this instrument on its behalf.

Witness my hand and official stamp or seal, this the _____ day of _____, 20_____.

Notary Public

My commission expires:_____.



Agenda Summary Sheet

Rutherford County Office
Building
289 N. Main Street
Rutherfordton, NC 28139

File #: ID 16-1116, **Version:** 1

Meeting Date: July 19, 2016

June Financial Report

Summary:

The financial report is presented to the Board for review.

Budget:

Contact Information:

Randy Patterson
Airport Director
828-288-4017
Randy.patterson@rutherfordcountync.gov

Recommended Motion:

Information only.

RUTHERFORD COUNTY
 Airport - Revenue and Expense
 Report dates 07/01/2015 - thru - 06/30/2016

Account Number	Account Description	Amended Budget	Period Activity 06/01/2016 to 06/30/2016	Fiscal Year to Date 07/01/2015 to 06/30/2016	Encumbrances	Available Budget	% Used	Prior Year to Date July 2014 to June 2015	
13-3414-820-01-000	SALE OF COUNTY PROPERTY	0.00	0.00	-2,803.69	0.00	-2,803.69	0.00	0.00	
	SALE CO PROPERTY/OTHER	0.00	0.00	-2,803.69	0.00	-2,803.69	0.00	0.00	
13-3453-410-01-000	AIRPORT FUEL SALES	375,000.00	-26,676.49	-272,017.71	0.00	102,982.29	72.54	367,973.78	
13-3453-800-00-000	AIRPORT MISCELLANEOUS REVENUES	0.00	0.00	-295.32	0.00	-295.32	0.00	121.00	
	AIRPORT	375,000.00	-26,676.49	-272,313.03	0.00	102,686.97	72.62	368,094.78	
13-3834-800-01-000	RENTS-AIRPORT	28,000.00	-1,752.55	-31,459.12	0.00	-3,459.12	112.35	32,892.39	
	MISCELLANEOUS REVENUE RENTS	28,000.00	-1,752.55	-31,459.12	0.00	-3,459.12	112.35	32,892.39	
13-3980-980-10-000	CONTRIBUTION FROM GENERAL FUND	113,495.00	0.00	0.00	0.00	113,495.00	0.00	130,039.05	
	TRANSFERS FROM OTHER FUNDS	113,495.00	0.00	0.00	0.00	113,495.00	0.00	130,039.05	
Total Revenue		516,495.00	-28,429.04	-306,575.84	0.00	209,919.16	59.36	531,026.22	
=====									
13-4101-181-00-000	F I C A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
13-4101-181-01-000	MEDICARE FICA 1.45%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
13-4101-182-00-000	RETIREMENT EMPLOYER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
13-4101-182-01-000	401K EMPLOYER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
13-4101-183-01-000	LIFE & DISABILITY INS EMPLOYER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
13-4101-189-01-000	CAFETERIA ADMINISTRATIVE FEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
13-4101-297-00-000	DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	151,183.85	
13-4101-298-01-000	STATE SALES TAX	0.00	28.09	370.52	0.00	-370.52	0.00	0.00	
13-4101-298-03-000	COUNTY SALES TAX	0.00	11.83	156.00	0.00	-156.00	0.00	0.00	
	CLEARING ACCOUNTS	0.00	39.92	526.52	0.00	-526.52	0.00	151,183.85	
13-4530-121-00-000	AIRPORT SALARIES REGULAR	65,797.00	5,222.23	66,904.20	0.00	-1,107.20	101.68	39,946.77	
13-4530-122-00-000	AIRPORT SALARIES OVERTIME	0.00	0.00	63.54	0.00	-63.54	0.00	724.45	
13-4530-126-00-000	SALARIES TEMPORARY PART-TIME	11,768.00	814.72	11,255.04	0.00	512.96	95.64	24,832.15	
13-4530-181-00-000	F I C A	4,809.00	325.90	4,284.43	0.00	524.57	89.09	3,644.12	
13-4530-181-01-000	MEDICARE FICA	1,125.00	76.22	1,001.98	0.00	123.02	89.06	852.24	
13-4530-182-00-000	RETIREMENT	8,683.00	645.99	8,445.01	0.00	237.99	97.26	7,026.45	
13-4530-182-01-000	NC RETIREMENT 401K	2,181.00	169.72	2,110.97	0.00	70.03	96.79	1,185.07	
13-4530-183-00-000	HEALTH AND LIFE INSURANCE	11,792.00	991.04	10,745.84	0.00	1,046.16	91.13	5,267.16	
13-4530-183-01-000	EMPLOYEE EVALUATIONS	100.00	0.00	0.00	0.00	100.00	0.00	0.00	
13-4530-186-00-000	WORKMENS COMPENSATION	2,390.00	0.00	2,390.00	0.00	0.00	0.00	3,816.00	
13-4530-189-01-000	OTHER FRINGE BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00	5.07	
13-4530-192-00-000	PROFESSIONAL SERVICES LEGAL	16,400.00	300.00	4,290.00	0.00	12,110.00	26.16	40,770.01	

RUTHERFORD COUNTY
 Airport - Revenue and Expense
 Report dates 07/01/2015 - thru - 06/30/2016

Account Number	Account Description	Amended Budget	Period Activity 06/01/2016 to 06/30/2016	Fiscal Year to Date 07/01/2015 to 06/30/2016	Encumbrances	Available Budget	% Used	Prior Year to Date July 2014 to June 2015
13-4530-192-01-000	PROFESSIONAL SERVICES OTHER	0.00	0.00	0.00	0.00	0.00	0.00	4,310.00
13-4530-199-00-000	PETTY CASH OVER/SHORT	0.00	0.00	0.00	0.00	0.00	0.00	91.26
13-4530-251-01-000	AV FUEL PURCHASES	300,000.00	25,934.69	214,311.87	0.00	85,688.13	71.44	320,445.92
13-4530-260-00-000	OFFICE SUPPLIES	1,500.00	186.62	1,010.54	0.00	489.46	67.37	1,818.95
13-4530-260-02-000	SUPPLIES	2,000.00	1,118.06	1,856.18	0.00	143.82	92.81	1,341.06
13-4530-299-00-000	PUBLIC RELATIONS	500.00	0.00	138.15	0.00	361.85	27.63	318.31
13-4530-311-00-000	TRAVEL/EXPENSE REIMBURSEMENT	800.00	0.00	44.51	0.00	755.49	5.56	1,011.64
13-4530-321-00-000	TELEPHONE	2,300.00	319.27	2,998.06	52.94	-751.00	132.65	3,127.30
13-4530-325-00-000	POSTAGE	75.00	0.00	0.00	0.00	75.00	0.00	45.88
13-4530-331-00-000	UTILITIES SEWER WATER ELECTRIC	8,000.00	592.82	6,245.66	0.00	1,754.34	78.07	7,837.99
13-4530-351-00-000	REPAIRS & MAINT AIRPORT	15,000.00	778.17	6,411.08	0.00	8,588.92	42.74	9,897.26
13-4530-352-00-000	MAINTENANCE TO EQUIPMENT	7,000.00	3,321.46	4,617.58	0.00	2,382.42	65.97	4,467.58
13-4530-353-00-000	MAINTENANCE TO VEHICLES	1,000.00	0.00	176.68	0.00	823.32	17.67	2,076.65
13-4530-370-00-000	ADVERTISING	800.00	175.00	161.50	0.00	638.50	20.19	863.87
13-4530-440-00-000	SERVICE & MAINTENANCE CONTRACTS	34,000.00	13,900.00	32,871.85	0.00	1,128.15	96.68	35,564.00
13-4530-451-00-000	PROPERTY/OPERATIONS INSURANCE	7,949.00	0.00	4,211.00	0.00	3,738.00	52.98	4,211.00
13-4530-491-00-000	DUES & SUBSCRIPTION	500.00	106.90	246.90	0.00	253.10	49.38	470.50
13-4530-980-00-000	GENERAL FUND INDIRECT COSTS	10,000.00	0.00	0.00	0.00	10,000.00	0.00	0.00
13-4530-980-16-000	SAN SERVER UPGRADE ALLOCATION	26.00	0.00	26.17	0.00	-0.17	100.65	7.00
AIRPORT		516,495.00	54,978.81	386,818.74	52.94	129,623.32	74.90	525,975.66
Total Expense		516,495.00	55,018.73	387,345.26	52.94	129,096.80	75.01	677,159.51
Airport Fund		0.00	26,589.69	80,769.42	52.94	80,822.36	67.18	1,208,185.73



Agenda Summary Sheet

Rutherford County Office
Building
289 N. Main Street
Rutherfordton, NC 28139

File #: ID 16-1118, **Version:** 1

Meeting Date: July 19, 2016

Obstruction Clearing and Structure Removal

Summary:

The information attached is presented to the Board for consideration.

Budget:

n/a

Contact Information:

Jimmy Luther
WK Dickson
jluther@wkdickson.com

Recommended Motion:

The recommendation from staff is that the Board accept the bid award recommendation with an intent to enter into an agreement with the low bidder acknowledging that the project will not move forward until the NC Division of Aviation has issued the grant and a formal contract is drafted to be executed with the ability to issue a Notice to Proceed to the contractor.



June 30, 2016

Mr. Steve Garrison, County Manager
Rutherford County Airport Authority
289 N. Main Street
Rutherfordton, NC 28139

RE: Obstruction Clearing and Structure Removal
Rutherford County Airport
WKD Project No. 20150166.00.CL
Bid Tabulation and Recommendation

Dear Mr. Garrison:

Enclosed is the Certified Bid Tabulation for the subject project. A summary of the bidders is listed below.

	<u>Base Bid Total</u>
1. Blue Ridge Grading & Excavating	\$68,296.90
2. Graham County Land Company, LLC	\$83,955.70
3. Patton Construction Group	\$98,866.00

We have reviewed the bids and qualifications of the bidders. The apparent low bidder, Blue Ridge Grading & Excavating, submitted a non-responsive bid, therefore their bid is disqualified. The second low bidder, Graham County Land Company, submitted a responsive bid, is on the NCDOT preapproved list, and has the proper licenses in the state of North Carolina.

This project is funded under a Federal, NPE grant including a 10% local match. Based on the information received and the available funding, we recommend that the Rutherford County Airport Authority award the contract for the Obstruction Clearing and Structure Removal in the amount of \$83,955.70 to Graham County Land Company to perform the subject work. Award of contract is predicated on approval from NCDOA and FAA.

Mr. Steve Garrison
June 30, 2016
Page 2

We appreciate the opportunity to provide this service for the Rutherford County Airport Authority and we are available to answer any questions you may have.

W.K. Dickson & Co., Inc.

A handwritten signature in blue ink that reads "Greg Kershaw". The signature is written in a cursive style.

Greg Kershaw, PE

Enclosure:
Bid Tab

BID TABULATION
Obstruction Clearing and Structure Removal
Rutherford County Airport
BID DATE: June 9, 2016 @ 2:00PM
20150166.00 .CL

Blue Ridge Grading & Excavating
 6150 US 64 Hwy
 Union Mills, NC 28167
 License No. 73497
(Non-Responsive Bid)

Graham County Land Company, LLC
 750 Tallulah Road
 Robbinsonville, NC 28771
 License No 73706

Patton Construction Group
 PO Box 15054
 Asheville, NC 28813
 License No 66109

ITEM NO.	SPEC SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	M-101	Mobilization	100%	LS	9,000.00	9,000.00	10,000.00	10,000.00	5,318.00	5,318.00
2	P-151	Clearing	5.7	AC	4,000.00	22,800.00	6,000.00	34,200.00	10,780.00	61,446.00 *
3	P-151	Remove Existing Fence	2,703	LF	2.30	6,216.90 *	1.65	4,459.95	2.00	5,406.00
4	P-151	Remove Existing Structures, Complete	1	LS	16,900.00	16,900.00	20,000.00	20,000.00	13,880.00	13,880.00
5	P-156	Temporary Construction Entrance	2	EA	1,500.00	3,000.00	3,600.00	7,200.00	1,480.00	2,960.00
6	P-156	Temporary Silt Fence	1,491	LF	5.00	7,455.00	3.25	4,845.75	6.00	8,946.00
7	P-156	Temporary Silt Fence Stone Outlet	13	EA	225.00	2,925.00	250.00	3,250.00	70.00	910.00
Base Bid Total						68,296.90 *		83,955.70		98,866.00 *

I hereby certify that the above is a true and correct
 (to the best of my knowledge) tabulation of bids received on June 9, 2016.



 Greg Kershaw, PE
 W.K. Dickson & Co., Inc.
 NC License F-0374



CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 201__, by and between Rutherford County Airport Authority, North Carolina hereinafter called the Owner and _____ hereinafter called the Contractor.

WITNESSETH: That the Contractor, for the consideration hereinafter fully set out, and the Owner, for the construction of work performed, agree that:

1. Scope of Work: The Contractor shall furnish and deliver all the materials and perform all the work in the manner and form as provided in the following enumerated plans, specifications and contract documents which are attached hereto and made a part thereof as if fully contained herein: Obstruction Clearing and Structure Removal.

SPECIFICATIONS AND CONTRACT DOCUMENTS:

- (a) Notice to Bidders
- (b) Instructions to Bidders
- (c) Proposal (as Accepted)
- (d) Performance Bond and Labor and Materials Payment Bond
- (e) General Provisions
- (f) Technical Specifications
- (g) Addendum No. 1 _____
- (h) Addendum No. 2 _____
- (i) Addendum No. 3 _____
- (j) Addendum No. 4 _____

Contract Amount \$ _____

Contract Time: 60 Calendar Days

Liquidated Damages for Contract Time Overrun: \$1,000 Per Calendar Day

2. The Contractor shall commence the work to be performed under this contract not later than the date set by the Engineer in written notice to proceed, said date to be not less than ten (10) days after issuance of notice to proceed.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this contract, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, such unit/or lump sum prices as are set forth in the accepted Proposal for quantities of each item actually accomplished. The Contractor shall repair or replace all defective work promptly and at no cost, charge or expense to the Owner. The warranty and guaranty, as provided for in this paragraph, are in addition to and not in limitation of any other bond, warranty or guaranty provided to the Owner by the Contractor or by a manufacturer, supplier or otherwise, or any other cause of action, right or remedy.

4. The Owner shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, less the specified retainage. All work must be performed strictly in accordance with this Contract and all work is subject to acceptance by the Owner.

5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, materials, bills and other cost incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Contract shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Contract and the acceptance of such work by the Owner.

6. If at any time after the execution of this Contract and the bonds hereto attached; the Owner shall deem the surety or sureties upon such bond or bonds to be unsatisfactory, or if for any reason any such bond ceases to be adequate to cover the performance of the work or the payment for labor or materials, the Contractor shall, at his expense and within five (5) days after the receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional bonds shall have been furnished in a manner and form satisfactory to the Owner.

7. In respect to each phase of the work and for one (1) year from and after the date on which such phase is accepted for use by the Owner, or for such longer period as may be provided for in any written warranty or guaranty, the Contractor warrants and guarantees the work (including but not limited to all labor and materials in respect thereto); and the Contractor shall repair or replace all defective work promptly and at no cost, charge or expense to the Owner. The warranty and guaranty, as provided for in this paragraph, are in addition to and not in limitation of any other bond, warranty or guaranty provided to the Owner by the Contractor or by a manufacturer, supplier or otherwise, or any other cause of action, right or remedy.

8. The Owner may in its sole discretion suspend this Contract for ninety (90) days or terminate this Contract at any time, whereupon the Contractor shall be paid only for the work actually performed, the materials actually delivered to the job site, and the materials specifically ordered by the Contractor for this project if such specifically ordered materials cannot be returned to the manufacturer or supplier by the Contractor at no cost or expense to the Contractor. (It is understood, however, that the Contractor shall return all specifically ordered materials if the Owner agrees in writing to reimburse the Contractor for all of the latter's costs and expenses incurred in so returning the materials.) The Contractor shall not be entitled to recover any anticipated profits. This paragraph applies only to those situations where the Owner suspends or terminates this Contract for reasons other than the Contractor's performance or breach of or default under this Contract.

9. This Contract is made and entered into in Rutherfordton, North Carolina, and North Carolina law shall govern and apply to this Contract. In the event of a dispute or disputes between the parties hereto, and in the event litigation is instituted, such litigation shall be commenced only in a state superior or district court in Rutherfordton, North Carolina, and each party hereby waives any right or claim for a change of venue from Rutherfordton, North Carolina.

10. Regardless of which party hereto is responsible for the preparation and drafting of this Contract, it shall not be construed more strictly against either party.

11. Whenever the context permits, words herein in any gender shall include the masculine, feminine and neuter.

12. This Contract may not be assigned by the Contractor unless the Owner has consented in

writing to the assignment.

13. The parties hereto acknowledge, represent, state and warrant that they have signed and executed this Contract under seal, that they have adopted their respective seals as affixed to this Contract, and that they are executing this Contract with the intent that it shall be a sealed instrument.

IN WITNESS WHEREOF, the Owner and Contractor hereto have executed this contract on the date first above written in six counterparts, each of which shall be deemed an original contract.

WITNESS:

(As to Contractor)

(Contractor) (Seal)

WITNESS:

By _____

(Secretary – Treasurer)

Rutherford County Airport Authority
(Owner) (Seal)

By _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance

Officer

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____ as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto Rutherford County Airport Authority, as Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 201__ entered into a contract with the Owner for the Obstruction Clearing and Structure Removal in accordance with Drawings and Specifications prepared by W.K. Dickson & Co., Inc. which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of (2) two years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this _____ day of _____, 201__.

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____ as Principal, hereinafter called Principal, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto Rutherford County Airport Authority, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of _____ dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 201__, entered into a contract with the Owner for the Obstruction Clearing and Structure Removal in accordance with Drawings and Specifications prepared by W.K. Dickson & Co., Inc. which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental or equipment directly applicable to the Contract.

2. The above-named Principal and Surety hereby jointly and severally agree with the Owner that every Claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.

a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b. After the expiration of two (2) years following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by

any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 201__.

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)



Agenda Summary Sheet

Rutherford County Office
Building
289 N. Main Street
Rutherfordton, NC 28139

File #: ID 16-1117, Version: 1

Meeting Date: July 19, 2016

Sign Unveiling

Summary:

The sign unveiling is presented to the Board for review.

Budget:

n/a

Contact Information:

Randy Patterson
Airport Director
828-288-4017
Randy.patterson@rutherfordcountync.gov

Recommended Motion:

Information only.