



# Newnan-Coweta County Airport Authority

Regular Meeting Session

~ Agenda ~

115 Airport Road  
Newnan, GA 30263  
[www.coweta.ga.us](http://www.coweta.ga.us)

Fran Collins  
770.254.2601

Thursday, March 25, 2021

9:00 AM

Commission Chambers

## Call to Order

Attendee Name	Present	Absent	Late	Arrived
Chairman Joe Rutkiewicz	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Vice-Chairman Hank Moody	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Secretary Lee Moody	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Authority Member Alan Starr	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Authority Member Janice Laws	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Clerk Frances Collins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

## APPROVAL OF THE MINUTES

- Monday, February 22, 2021

## SUPPLEMENTAL AGENDA

## PUBLIC COMMENTS-ITEMS ON THE AGENDA

## NEW BUSINESS

- Request Acceptance of the Airport Terminal Facility Needs Assessment
- Request Approval/Execution of a Sublease Agreement with Hale Aircraft Real Estate, LLP
- Request from Brent Holdings, LLC to Utilize Hangar 45 for Three Special Events

## UPDATES FOR THE AUTHORITY

- Update from the Airport Manager
- Update from the Airport Engineer

## SUPPLEMENTAL AGENDA

- Bid Award Associated with the AvGas Tank Interior Coating Project
- Request to Set a Public Information Open House Meeting

## PUBLIC COMMENTS-ITEMS NOT ON THE AGENDA

## EXECUTIVE SESSION

## AFFIDAVIT

## ADJOURNMENT

As set forth in the Americans with Disabilities Act of 1992, the Coweta County government does not discriminate on the basis of disability and will assist citizens with special needs given proper notice (seven working days). For more information, please contact ADA Coordinator Tom Corker at 770.254.2608.



## **Airport Authority**

**To:** Newnan-Coweta County Airport Authority

**From:** Calvin Walker, Airport Manager

**Date:** 3/18/2021

**RE:** Airport Terminal Facility Needs Assessment and Associated Site Planning

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**Issue:** Airport Terminal Facility Needs Assessment

**Discussion:** On September 30, 2020, the Airport Authority voted to approve Task Order # 7 with Lead Edge Design Group associated with a Terminal Facility Needs Assessment and site planning. The Needs Assessment has been completed and Lead Edge recommends that the new terminal be located on the east side of the Airport.

**FINANCIAL IMPACT:**

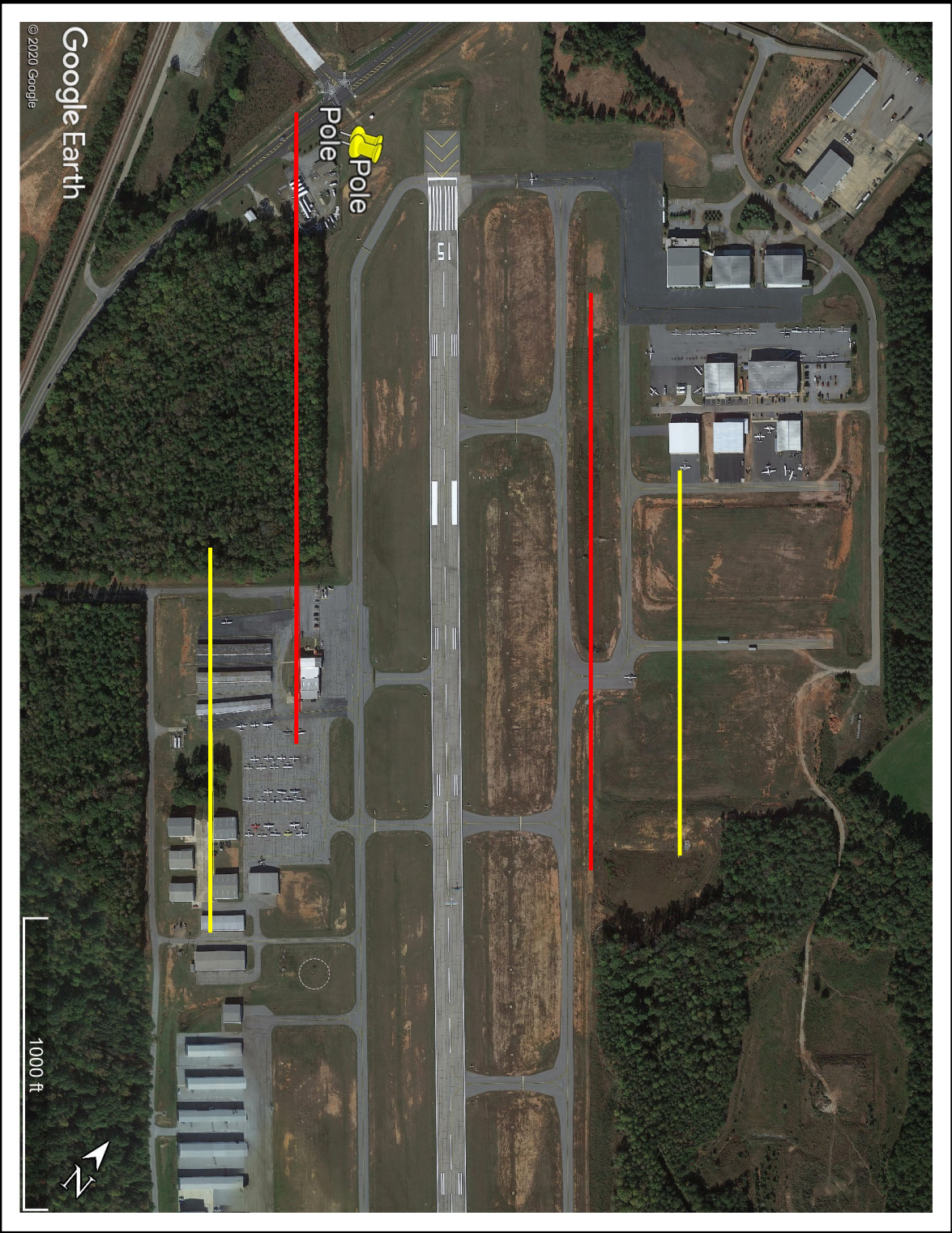
\$0

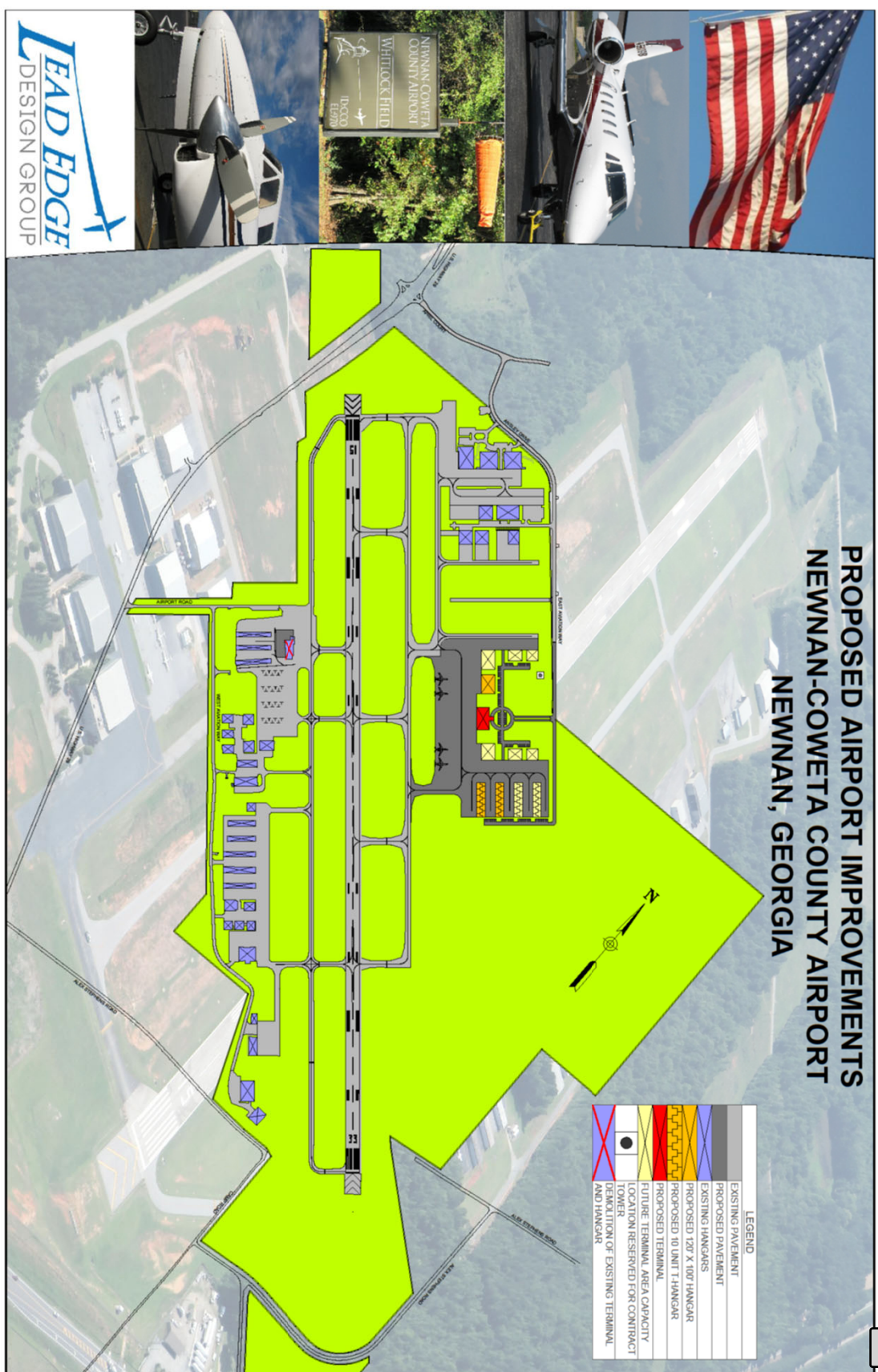
**Recommendation:** Staff recommends that the Authority accept the recommendations from Lead Edge Design Group associated with the Terminal Facility Needs Assessment.



Newnan-Coweta County Airport  
Terminal Needs Assessment Recommendation  
March 25, 2021









## **Airport**

**To:** Newnan-Coweta County Airport Authority

**From:** Calvin Walker, Airport Manager

**Date:** 3/22/2021

**RE:** Sublease Agreement with Hale Aircraft Real Estate, LLP

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**Issue:** Sublease Agreement with Hale Aircraft Real Estate, LLP

**Discussion:** Hale Aircraft Real Estate, LLP is requesting to enter into a sublease with Hale Aircraft Inc. for property located at 95 East Aviation Way.

### **FINANCIAL IMPACT:**

None

**Recommendation:** Staff recommends that the Authority execute a Sublease Agreement with Hale Aircraft Real Estate, LLP for property located at 95 East Aviation Way, contingent upon final legal review.

## SUBLEASE AGREEMENT

**THIS SUBLEASE AGREEMENT** (the “Sublease”) is made as of March 1, 2021 (the “Effective Date”) by and between **HALE AIRCRAFT REAL ESTATE, LLP**, a Delaware limited liability partnership (the “Sublessor”) and **HALE AIRCRAFT INC.**, a Delaware corporation (the “Sublessee”).

### RECITALS:

A. Sublessor entered into that certain Lease Agreement dated March 1, 2021, between the Newnan-Coweta County Airport Authority, as lessor (“Prime Lessor”) and Sublessor, as lessee (the “Prime Lease”), pursuant to which Sublessor leased an approximately 193,050 square foot parcel of property located at the Newnan-Coweta County Airport and commonly known as 95 East Aviation Way, Hangar 1 and Hangar 2, and being more particularly described on **Exhibit “A”** attached hereto and made a part hereof (the “Land”).

B. Sublessor is the owner of certain aircraft hangars and related site improvements situated on the Land, being more particularly described on **Exhibit “B”** attached hereto and made a part hereof (collectively, the “Improvements”), which improvements are also subject to the Prime Lease.

C. Sublessor desires to sublet the Subleased Premises (as defined in Section 2 below) to Sublessee, and Sublessee desires to sublease the Subleased Premises from Sublessor, for the term and upon the conditions set forth herein.

NOW, THEREFORE, in consideration of the rent and other payments hereinafter set forth, the covenants and agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Sublease. Subject to Section 19 hereof, Sublessor does hereby agree to sublease the Subleased Premises to Sublessee, and Sublessee does hereby accept and sublease the Subleased Premises from Sublessor, for the term and upon the conditions set forth herein.

2. Subleased Premises. The “Subleased Premises” shall mean, collectively, the Land and the Improvements.

3. Term. Provided Prime Lessor has consented to this Sublease pursuant to Section 19, the term of this Sublease shall commence on the Effective Date and shall expire on the 28<sup>th</sup> day of February, 2046, unless sooner terminated in accordance with the provisions of this Sublease; provided, that in the event the Sublessor renews the term of the Prime Lease in accordance with Section 1.1 of the Prime Lease, then the term of this Sublease shall be renewed for the same time period, unless sooner terminated in accordance with the provisions of this Sublease; provided further, that in no event will the term of this Sublease extend beyond the termination date of the Prime Lease.

4. Use. The Sublessee may use the Subleased Premises solely for the purposes described in Section 3.1 of the Prime Lease, in accordance with all applicable laws, ordinances and regulations and subject to the requirements and restrictions of the Prime Lease and this Sublease.

5. Payment of Rent.

(a) Sublessee shall pay to Sublessee base annual rental of One Hundred Fifty Thousand Dollars (\$150,000) (the "Base Rent"). To the extent that this Sublease shall commence on a day other than the first day of any calendar month, or terminate on a day other than the last day of any calendar month, the Base Rent under this Sublease shall be prorated on a per diem basis for that particular month. Base Rent shall be due and payable in advance, on or before the first day of each and every calendar month during the term hereof, and shall be paid in lawful money of the United States of America without notice or demand, and without abatement, deduction, counterclaim or setoff. Any installment of Rent that is received by Sublessee after the tenth (10th) day of the month shall, at Sublessee's option, be subject to a late charge of five percent (5%) of the amount thereof and such charge shall be paid by Sublessee upon demand by Sublessee, it being understood that the late fee described herein shall not be deemed a liquidated damages calculation and shall not preclude any other remedy of Sublessee under this Sublease or at law.

(b) In addition to the Base Rent listed above, the Sublessee shall pay to Sublessor all rent and other charges payable to the Sublessor by reason of Sublessee's possession of the Subleased Premises under this Sublease. All payments referenced in this Section 5 are hereinafter referred to collectively as "Rent".

6. Relationship to Prime Lease. This Sublease and all of Sublessee's rights hereunder are expressly subject to and subordinate to all of the terms of the Prime Lease. Sublessee hereby acknowledges that it has received a copy of the Prime Lease and has read all of the terms and conditions thereof. Sublessee hereby assumes all obligations of Sublessor as lessee under the Prime Lease with respect to the Leased Premises and agrees to be bound by the terms of the Prime Lease as fully and to the same extent as if Sublessee were the tenant or lessee under the Prime Lease; provided, that Sublessor shall remain responsible for remitting the Rent to Prime Lessor. Sublessor agrees that Sublessor shall, when necessary and when requested by Sublessee, endeavor to cause Prime Lessor to perform its obligations as landlord under the Prime Lease. Sublessee acknowledges that any termination of the Prime Lease will result in a termination of this Sublease.

7. Exculpation. Notwithstanding anything otherwise contained in this Sublease to the contrary: (a) Sublessor shall not be obligated to render or provide any of the services required to be provided by Prime Lessor under the Prime Lease; and (b) Sublessor shall not have any responsibility or liability to Sublessee (i) on account of any act or omission of Prime Lessor, any default by Prime Lessor, or breach by Prime Lessor of any term, covenant or condition of the Prime Lease, or any failure by Prime Lessor to perform any of its obligations under the Prime Lease, or (ii) by reason of any condition of or in the Subleased Premises now or hereafter existing; provided, however, that Tenant shall, at Sublessee's request and expense, take all such reasonable actions as Sublessee shall reasonably direct to enforce Tenant's rights and remedies under the Prime Lease.

8. Absolute Net Return. The payments of Sublessee hereunder to Sublessor are intended to constitute an absolutely net return to Sublessor with respect to the Subleased Premises, and, except



to the extent of the difference between the Rent payable hereunder and the total amount of rent payable under the Prime Lease, all costs of any kind relating to this Sublease, or the use and operation of the Subleased Premises, shall be the responsibility of the Sublessee. Without limiting the generality of the foregoing, (a) whenever Sublessee requires Prime Lessor to furnish any service or perform any act for which Prime Lessor is entitled to make a separate charge under the Prime Lease, including, without limitation, heating, air conditioning and utilities, Sublessee shall pay the same, and (b) Sublessee shall pay to Sublessor any charges billed to Sublessor from time to time, to the extent any such charges are allocable, as reasonably determined by Sublessor, for services provided to the Subleased Premises.

9. Property Located in or about the Subleased Premises. All improvements, fixtures, equipment and personal property in or about the Subleased Premises shall be in or about the Subleased Premises at the sole risk of Sublessee. All improvements, fixtures, equipment and personal property in or about the Subleased Premises, other than the equipment, trade fixtures and personal property of Sublessee or anyone claiming by, through or under Sublessee (the “Sublessor’s Property”), shall be and remain the property of Sublessor and shall be kept in good condition and repair and shall not be removed from the Subleased Premises. Subject to Sublessee’s maintenance of the Sublessor’s Property as contemplated by this Section 9, Sublessee shall be permitted to use the Sublessor’s Property throughout the term of this Sublease. Sublessor shall have the right to enter the Subleased Premises at all reasonable times and after giving Sublessee reasonable written notice, for the purpose of, among other things, inspecting the Subleased Premises and Sublessor’s Property; provided however, that in the event of an emergency, the above-referenced notice need not be in writing, it being understood that any event or condition which may cause a default under the Prime Lease shall constitute an “emergency” under this Section 9.

10. Management of Subleased Premises. In addition to payment of Rent, Sublessee will provide all required management services for the Subleased Premises during the Term.

11. Surrender. At the termination of this Sublease, by lapse of time or otherwise, Sublessee shall surrender possession of the Subleased Premises and Sublessor’s Property to Sublessor and deliver all keys to the Subleased Premises and all locks therein to Sublessor and make known to Sublessor the combination of all combination locks in the Subleased Premises in broom clean condition and in as good condition as Sublessee originally took possession, normal wear and tear excepted, failing which, after five (5) days written notice, Sublessor may restore the Subleased Premises and Sublessor’s Property to such condition and the Sublessee shall pay the cost thereof to Sublessor on demand. Upon or prior to such termination of this Sublease, Sublessee shall remove all of Sublessee’s personal property and if Sublessee’s property is not so removed, such property shall be deemed abandoned and Sublessor may at its sole discretion, keep such property or dispose of such property at Sublessee’s sole cost and expense. Notwithstanding anything contained in this Section 10 to the contrary, Sublessee shall be liable for any amounts charged to Sublessor under the Prime Lease arising from Sublessee’s use of the Subleased Premises (excluding the difference between the rent payable under the Prime Lease and the Rent payable hereunder).

12. Assignment and Subletting. Sublessee shall have no right to sublease all or a portion of the Subleased Premises or assign or otherwise transfer its interest in this Sublease, whether expressly or by operation of law, without the prior written consent of Sublessor, which consent shall

not be unreasonably withheld, and the consent of Prime Lessor in accordance with the terms of the Prime Lease.

13. Indemnification. Sublessee agrees, to the extent not expressly prohibited by law, to pay, and to protect, defend, indemnify and save harmless Sublessor and Prime Lessor, and their respective past, present and future employees and agents (collectively, the “Indemnified Parties”), except to the extent caused by Sublessor’s or Prime Lessor’s gross negligence or willful misconduct, respectively, from and against any liabilities, damages, costs or expenses (including, but not limited to, attorneys’ fees and expenses) of any nature whatsoever which may be imposed upon, incurred by, or asserted against any Indemnified Party by reason of (i) any accident, injury to, or death of any person or any damage to property occurring on or about the Subleased Premises, or (ii) any breach by Sublessee of any term or condition of the Prime Lease with respect to the Subleased Premises, or this Sublease or any failure by Sublessee to perform or comply with (x) any of the terms of the Prime Lease with respect to the Subleased Premises, or (y) this Sublease, or (z) any restrictions, statutes, laws, ordinances or regulations affecting the Subleased Premises or any part thereof Sublessor shall, at Sublessee’s request and sole expense, take all such reasonable actions as Sublessee shall reasonably direct to enforce Sublessor’s rights and remedies under the indemnifications of Sublessor contained in the Prime Lease, or at Sublessor’s option, authorize Sublessee to enforce the same in Sublessor’s name. Sublessee shall indemnify Sublessor against any actual loss, claim, cost or expense arising out of all actions taken pursuant to the preceding sentence and Sublessee shall be entitled to receive and retain any recovery allocable to the Subleased Premises and the term of this Sublease resulting from such actions, after recovery by Sublessor of all actual loss, claim, cost and expense due to Sublessor by Sublessee hereunder.

14. Insurance. Sublessee shall obtain all insurance policies (and in such amounts) required under the Prime Lease, which policies as the date hereof are set forth on Exhibit “B” attached hereto and made a part hereof. Sublessee shall include Sublessor as an additional named insured under all liability-related and other insurance policies required under the terms of the Prime Lease and under all insurance policies which Sublessee may carry with respect to the Subleased Premises, any property located thereon (including Sublessor’s Property), or with respect to any claim or accident arising on or about the Subleased Premises. Prior to the commencement of the term of this Sublease or any occupancy of or access to the Subleased Premises by Sublessee, Sublessee shall deliver to Sublessor certificates of insurance showing such policies to be valid and in effect. Any rights of settlement allocated to Sublessor as Sublessee under the Prime Lease shall continue to be the rights of Sublessor hereunder.

15. Defaults. It shall be an Event of Default hereunder if:

(a) Sublessee shall fail to pay Rent (i) within five (5) days’ written notice in the event that Rent is delinquent for the first time in the previous twelve (12) months, or (ii) when due anytime thereafter; or

(b) Sublessee shall fail to pay when due (after, in the case of the first such failure, ten (10) business days’ notice from Sublessor, and thereafter without requirement of such notice and grace period) any payments required to be made by Sublessee as described in this Sublease other than Rent; or

(c) Sublessee shall fail to keep or perform any one or more of the other terms, conditions, covenants or agreements of this Sublease and such failure shall continue for ten (10) days after notice of such failure to Sublessee, provided, however, that such ten (10) day period may be extended for an additional period (but in no event beyond the lesser of (i) an additional thirty (30) days as is necessary to cure such failure if such failure is not susceptible to cure within such ten (10) day period and such cure is commenced within such ten (10) day period and is thereafter prosecuted with due diligence.

16. Remedies. In the event of an Event of Default by Sublessee hereunder, Sublessor may exercise any remedies available to Prime Lessor under the Prime Lease, and, in addition to or, at its option, in lieu of, any or all other remedies provided for herein or in the Prime Lease or available to Sublessor at law or in equity, Sublessor shall be entitled to enjoin such breach or a threatened breach, or to perform such obligation or cure such breach on behalf of Sublessee and recover the actual cost of such performance or cure from Sublessee upon demand.

17. Sublessor Improvements. Sublessor is leasing the Leased Premises to Sublessee in an “as is” conditions. Sublessor has not made any warranty or representation as to the condition of the Subleased Premises or any agreement or promise to decorate, alter, repair or improve the Subleased Premises and Sublessee hereby waives any and all rights it may have, express or implied, against Tenant in connection therewith.

18. Sublessee Alterations and Improvements. Sublessee shall make no alterations or improvements to the Subleased Premises except in accordance with any requirements of the Prime Lease.

19. Prime Lessor’s Consent. Sublessor and Sublessee acknowledge that this Sublease is subject to Sublessor’s receipt of the written approval of and consent by the Prime Lessor to the sublease transaction described herein.

20. Subordination and Attornment. This Sublease shall be subject and subordinate to the Prime Lease and all mortgages, deeds of trust, ground leases and security agreements now or hereafter encumbering the Building. In the event of termination of the Prime Lease for any reason, or in the event of any reentry or repossession of the Subleased Premises by Prime Lessor, Prime Lessor may at its option, either (a) terminate this Sublease, or (b) take over all of the right, title and interests of Sublessor under this Sublease, in which case the Sublessee will attorn to Prime Lessor but nevertheless Prime Lessor will not (i) be liable for any previous act or omission of Sublessor under this Sublease, (ii) be subject to any defense or offset previously accrued in favor of the Sublessee against Sublessor, or (iii) be bound by any previous modification of this Sublease made without Prime Lessor’s written consent, or by any previous prepayment by Sublessee of more than one month’s Rent.

21. Miscellaneous.

(a) Notices. Any and all notices hereunder shall be deemed given if in writing and (a) delivered personally, (b) sent by facsimile or email transmission, (c) mailed by registered or certified mail (return receipt requested), or (d) delivered by overnight courier service, to the

parties at the following addresses (or at such other address as shall be specified by a party in a notice given in accordance with this Section):

If to Prime Lessor:

Hale Aircraft Real Estate LLP  
 Attn: Mr. Joseph Miller  
 512 Speedway Boulevard  
 Hampton, Georgia 30228  
 Email: [jmiller@haleaircraft.com](mailto:jmiller@haleaircraft.com)

If to Lessee:

Hale Aircraft, Inc.  
 Attn: Mr. Joseph Miller  
 512 Speedway Boulevard  
 Hampton, Georgia 30228  
 Email: [jmiller@haleaircraft.com](mailto:jmiller@haleaircraft.com)

Notices shall be effective upon the date of delivery or refusal of delivery, if given by personal delivery, registered or certified or express mail or courier delivery, or upon transmission by email or facsimile transmission, if the recipient (i) confirms by telephone or electronic means that the email or facsimile transmission in question was received in legible form or (ii) responds to the communication in the email or facsimile transmission in question without indicating that it was not received in legible form.

(b) Assignment. This Sublease may not be assigned by any party without the prior written consent of the other parties hereto. Subject to the foregoing, all of the terms and provisions of this Sublease shall be binding upon, inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

(c) No Third-Party Beneficiaries. This Sublease is solely for the benefit of the parties hereto and their respective successors and permitted assigns. This Sublease shall not be deemed to confer upon or give to any other third party any remedy, claim, liability, reimbursement, cause of action or other right.

(d) Section Headings. The section headings used in this Sublease are for convenience of reference only, do not constitute a part of this Sublease and shall not be deemed to limit, characterize or in any way affect any provision of this Sublease, and all provisions of this Sublease shall be enforced and construed as if no section headings had been used in this Sublease.

(e) Amendment and Waiver. This Sublease may be amended or modified only pursuant to a writing signed by each of the parties hereto. No course of dealing between or among any persons having any interest in this Sublease shall be deemed effective to modify, amend or discharge any part of this Sublease or any rights or obligations of any party under or by reason of this Sublease. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Sublease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

(f) Force Majeure. No party to this Sublease shall be liable to the other party for failure or delay in the performance of any of the obligations under this Sublease for the time and to the extent such failure or delay is caused by reason of acts of God or other cause beyond its

reasonable control, including any act of government, riot, war, terrorist attack, interruption of transportation, strike or other labor trouble, shortage of labor, fire, storm, flood, earthquake or similar event or occurrence. The party subject to such event of force majeure shall give prompt notice to the other parties of such event, its projected time frame (which shall be updated periodically as appropriate), and efforts used or to be used to eliminate or mitigate the effects of such event, if applicable. Except as otherwise set forth herein, the parties agree to use commercially reasonable efforts to minimize or eliminate the effects of any such event of force majeure as promptly as practicable.

(g) Governing Law/Jurisdiction. This Sublease shall be governed by and construed in accordance with the internal laws of the State of Georgia, as such laws are applied to agreements entered into and to be performed entirely within Georgia between Georgia residents. Neither Georgia's nor any other state's, conflicts of laws rules shall apply. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts in which the Leased Premises are located, as applicable, for any matter arising out of or relating to this Sublease, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Georgia, such personal jurisdiction shall be nonexclusive.

(h) Entire Agreement. This Sublease contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings, negotiations, agreements or representations by or between the parties hereto, written or oral, which may have related to the subject matter hereof in any way.

(i) Survival. Each of the indemnifications contained in this Sublease shall survive the expiration or earlier termination of this Sublease.

(j) Counterparts. This Sublease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Sublease Agreement to be executed and delivered by their duly authorized officers as of the date first written above.

Signed, sealed and delivered by **SUBLESSOR:**  
SUBLESSOR this \_\_\_\_\_ day of \_\_\_\_\_, 2021, in the presence of:

**HALE AIRCRAFT REAL ESTATE, LLP**  
a Delaware limited liability partnership

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Joseph Miller, Managing Partner

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_  
[NOTARY SEAL]

Signed, sealed and delivered by **SUBLESSEE:**  
SUBLESSEE this \_\_\_\_\_ day of \_\_\_\_\_, 2021, in the presence of:

**HALE AIRCRAFT, INC.**  
a Delaware corporation

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Joseph Miller, President & CEO

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_  
[NOTARY SEAL]

Signed, sealed and delivered by PRIME LESSOR this \_\_\_\_\_ day of \_\_\_\_\_, 2021, in the presence of: Sublease consented to by:

**PRIME LESSOR:**  
**NEWNAN COWETA COUNTY AIRPORT AUTHORITY**

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Joe Rutkiewicz, Chairman

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_  
[NOTARY SEAL]

**EXHIBIT "A"**  
**SUBLEASED PREMISES**

**EXHIBIT "B"****INSURANCE**

Lessee in its own name as insured and, at its sole cost and expense, shall secure, and maintain in continuous effect during the term of this Agreement, insurance policies issued by an insurance carrier licensed to do business in the State of Georgia providing for:

(1) Comprehensive General Liability Insurance. Combined Single limits including Bodily Injury and Property Damage with limits of \$1,000,000 for each occurrence, personal and advertising injury with a limit of \$1,000,000 per occurrence and \$2,000,000 general and products/completed operations aggregates. General Liability should include premises/operations coverage and products and completed operations coverage.

(2) Auto Liability- including Owner, hired, and non-owned vehicles with Combined Single limits including Bodily injury and Property damage of \$1,000,000 for each occurrence.

(3) Umbrella Excess Liability Insurance: Contractor shall carry umbrella excess liability including Auto, General Liability and Workers' Compensation in the amount of \$1,000,000 over existing primary insurance and over self-insured hazards.

(4) If Lessee has its own fuel tanks, Environment Impairment Liability and/or Pollution Liability - \$1,000,000 per occurrence.

(5) Workers' Compensation: As required by law.

All of the above policies must be occurrence based. Authority and Coweta County shall be named as an additional insured on all policies. The policies shall contain provisions that the coverage provided by said policies shall be primary to any insurance maintained by or for the benefit of Authority or Coweta County provide that the carrier issuing the certificate shall notify Authority thirty (30) days in advance of any cancellation or material change in the terms or coverage of such insurance policies. Said insurance shall in fact be primary to any insurance maintained by or for the benefit of Authority or Coweta County.

Lessee shall provide Authority with the Policies and Certificates indicating proof of the foregoing insurance coverages. The failure of the Lessee to obtain or maintain such insurance coverage shall not relieve the Lessee from any liability arising from this Agreement nor any such liability be limited to the liability insurance coverage provided for herein.

Notwithstanding the above, any such certificate naming an insurance carrier not having at least an "A" rating by A.M. Best & Company, shall be referred to the Airport Manager for review and recommendation.





## Airport

**To:** Newnan-Coweta County Airport Authority

**From:** Calvin Walker, Airport Manager

**Date:** 3/17/2021

**RE:** Non-Aviation Special Event Use of Hangar 45

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**Issue:** Request to Utilize Hangar 45 for Three Special Events

**Discussion:** Mr. Richard Ferry with Brent Holdings, LLC is requesting to utilize the hangar Brent Holdings, LLC currently leases at 45 Ansley Drive to host three non-aviation related events. The events are proms for the three Coweta County high schools.

If approved by the Authority, the proms would take place on the following dates: April 17<sup>th</sup>, April 24<sup>th</sup>, and May 1<sup>st</sup>, 2021, subject to the following conditions:

1. An Insurance policy must be purchased in the amount of one million dollars (\$1,000,000) naming Coweta County and the Airport Authority as additional insureds.
2. Guests will only be allowed on the leaseholder's leased property, with security in place to maintain this request. Guests shall not venture onto the Airport Operations Area (AOA).
3. Signage must also be in place warning attendees of possible COVID exposure/risk and acceptance of liability thereof.

**Recommendation:** Staff recommends that the Authority approves the request with the following conditions:

1. An Insurance policy must be purchased in the amount of one million dollars (\$1,000,000) naming Coweta County and the Airport Authority as additional insureds.
2. Guests will only be allowed on the leaseholder's leased property, with security in place to maintain this request. Guests shall not venture onto the Airport Operations Area (AOA).
3. Signage must also be in place warning attendees of possible COVID exposure/risk and acceptance of liability thereof.

**Newnan-Coweta County Airport Authority**

115 Airport Road  
Newnan, GA 30263

**SCHEDULED**

Meeting: 03/25/21 09:00 AM  
Department: Airport Authority  
Category: Notification/Update  
Prepared By: Stephanie Nation  
Initiator: Calvin Walker  
Sponsors:

**AIRPORT AUTHORITY - INFORMATIONAL ITEM (ID # 7714)**

DOC ID: 7714

## Update from the Airport Manager

Update from the Airport Manager

**Newnan-Coweta County Airport Authority**

115 Airport Road  
Newnan, GA 30263

**SCHEDULED**

Meeting: 03/25/21 09:00 AM  
Department: Airport Authority  
Category: Notification/Update  
Prepared By: Stephanie Nation  
Initiator: Calvin Walker  
Sponsors:

**AIRPORT AUTHORITY - INFORMATIONAL ITEM (ID # 7715)**

DOC ID: 7715

## Update from the Airport Engineer

Update from the Airport Engineer



## Airport

**To:** Newnan-Coweta County Airport Authority

**From:** Calvin Walker, Airport Manager

**Date:** 3/23/2021

**RE:** Bid Award for Lift Service to Complete the AvGas Tank Interior Coating Project

**Issue:** Lift Service to Complete the AvGas Tank Interior Coating Project

**Discussion:** At their meeting held on March 9, 2021, the Coweta County Board of Commissioners voted to confirm a budget amendment to transfer \$17,761.21 from the self-serve dispenser line (line item 34-4-604-8504) to the AvGas Tank Interior Coating Project (line item 35-4-604-8520) at the Newnan-Coweta County Airport.

On March 18, 2021, staff received an additional quote from AIRCO Industrial Services in the amount of \$20,519.00. The quote from Complete Lift Services to complete the work was \$17,761.21.

Additionally, Complete Lift Services, Inc. included installation of a new clock gauge and alarm in their quote that is also needed for the tank. AIRCO Industrial Services advised at a site visit on March 10, 2021 that they would not be able to replace the clock gauge and alarm.

Complete Lift Services, Inc. provided three (3) references for similar work performed at corporate hangar fuel facilities. Staff has received no references for similar work from AIRCO Industrial Services.

### FINANCIAL IMPACT:

\$17,761.21

**04/22/21 123457 · Airport Authority** **(\$17,761.21)**

35-4-604-8520 (Funds transferred from Self-Serve  
Dispenser Update)

**Recommendation:** Staff recommends that the Airport Authority retain Complete Lift Services, Inc., on a lowest and best bid basis, to complete the interior coating and installation of a new clock gauge and alarm on the AvGas 100LL tank for a total cost of \$17,761.21.



129 Pine Road  
Newnan, GA 30263  
O | 770-683-2786  
F | 770-683-27837

# Proposal

| Page 1 of 2

<b>Date:</b> March 15, 2021	<b>From:</b> Cassie Lakus
<b>To:</b> Calvin Walker	<b>Email:</b> clakus@aircocorp.com
<b>Company:</b> Newnan/Coweta Airport	<b>Cell#:</b> 678-877-6572
<b>Email:</b> <a href="mailto:cwalker@coweta.ga.us">cwalker@coweta.ga.us</a>	<b>Proposal #:</b> 1894
<b>Cell#:</b> 770-254-8102	<b>Work Site:</b> Newnan Ga
<b>Re:</b> Tank	

Airco is pleased to provide our proposal for supporting your requirements for the preparation and coating of the above project at site.

## 1. Work Scope

- A. Interior surfaces of tank
  - (1) Tank A Interior

## 2. Exclusions

- A. Work not listed above

## 3. Technical Systems

- A. Tank A Interior
  - (1) Degas: Remove contents and dispose of appropriately
  - (2) Prep: Pressure Wash @ 4000 psi to remove any loose material
  - (3) Prep2: Abrasive Blast SSPC SP6
  - (4) 1<sup>st</sup> Coat: Full Coat with Phenicon HS @ 6-8 mils DFT
  - (5) 2<sup>nd</sup> Coat: Full Coat with Phenicon HS

## 4. Work Schedule and Staffing

- A. We anticipate completion per a previously agreed upon schedule
- B. We anticipate the duration of this project to be per agreement
- C. Premium time has been included with this proposal.
- D. Nights or work on Saturday or Sunday has not been included.

## 5. Environmental Considerations

- A. Heat or dehumidification of the work area has not been included with this proposal
- B. Light containment has been included with this proposal

## 6. Pricing

Item	Item	Price
1	Perform work as listed above	\$20,519. <sup>00</sup>

- A. Payments made on a progressive schedule based upon agreed completion milestones.
- B. Terms of payment to be Net 30 days from date of invoice.
- C. Our proposal based on mutually agreeable terms and conditions.
- D. Retention, if held, reduced to 0% at 50% project completion.
- E. Price is valid for 90 days

## 7. Provided by Others

- A. Potable water on site.
- B. Electricity
- C. Laydown area
- D. Access to work

Attachment: REVISED Airco Tank Quote (8157 : Bid Award - Complete AVGas Tank Coating Project)

## 8. Provided by Airco

- A. All required labor, material, equipment, and supervision
- B. All QA/ QC documentation.
- C. Designated safety/quality representation

## 9. Notes relating to proposal

- A. Airco provides a one (1) year warranty for this work
- B. Airco anticipates a contiguous work schedule
- C. Davis-Bacon rates have not been used
- D. Bonding and liquidated damages are not included.
- E. Our proposal is based solely on the information provided as referenced within our proposal and does not take into account any differing site conditions not detailed herein.
- F. We will provide weekly progress reports that outline the week ahead objectives and report the prior week's results. Any work delays or impacts outside of our direct control or additional scope requirements to be reimbursed on a time and material or firm price basis.
- G. Airco is a certified DBE company

Complete Lift Service Incorporated  
 9579 Jackson Trail Road  
 Building # 1  
 Hoschton, Ga 30548



Date	Estimate #
2/9/2021	97140

Name / Address
Newnan-Coweta County Airport 115 Airport Road Box 2 Newnan, Georgia 30263

# Estimate

Estimate valid for 30 days. Parts may vary by as much as 15%. Miscellaneous supplies are not included. Additional labor/parts may be required if additional problems are found at time of service. If approved, please sign and provide your purchase order number if required. Please scan & email or fax order to 706.654.1432. There will be a 3 % charge of the total invoice if paying with credit card.

			Estimate
Description	Qty	Rate	Total
ESTIMATE TO CLEAN AND RE-COAT INTERIOR OF AN 12,000 GALLON AV GAS HOLDING TANK			
FUEL FARM TANK WILL BE PUMPED OUT BY CUSTOMER TO MINIMUM LEVEL, AT WHICH TIME WE WILL REMOVE TANK FROM SERVICE. TANK MAIN COVER WILL BE REMOVED AND REMAINING FUEL WILL BE REMOVED AND DISPOSED. ONCE EMPTY AND VENTILATION SYSTEM IN PLACE, INTERIOR WILL BE PRESSURE WASHED TO REMOVE DIRT AND DEBRIS. ALL RUSTED AREAS WILL BE MEDIA BLASTED TO BARE METAL AND PRIMED. THE TWO PART EPOXY WILL GET THE FIRST COAT APPLIED TO THE PRIMED SURFACE FIRST THEN ACROSS ENTIRE TANK. PROCESS IS THEN REPEATED ON THE FOLLOWING DAY. EPOXY TAKES 7 DAYS TO CURE AT WHICH POINT WE WILL RETURN DO FINALLY INSPECTION AND SEAL THE TANK.		16,500.00	16,500.00T
****PRICE TO INCLUDE DISPOSAL OF WASTE FUEL**** ****ADDITIONAL REPAIRS NEEDED TO INTERIOR OF TANK WILL BE AT ADDITIONAL CHARGES**** **** LABOR RATE FOR ADDITIONAL REPAIRS: \$105/HR****			
IN ADDITION TO STANDARD COATING CUSTOMER ADDED REPLACEMENT OF THE CLOCK GAUGE W/ALARM CLOCK GAUGE W/ ALARM		1,261.21	1,261.21T
<b>Customer Signature</b> _____		<b>Subtotal</b>	\$17,761.21
<b>Customer Purchase Order #</b> _____		<b>Sales Tax (0.0%)</b>	\$0.00
770.963.4222	office@completelift.com	<b>Total</b>	\$17,761.21

Attachment: QUOTE - CLS Newnan-Coweta County 97140 - Received 2021-03-05 (8157 : Bid Award - Complete AvGas Tank Coating Project)





## **Airport**

**To:** Newnan-Coweta County Airport Authority

**From:** Calvin Walker, Airport Manager

**Date:** 3/24/2021

**RE:** Public Information Open House Meeting

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**Issue:** Set meeting date and time for a Public Information Open House meeting

**Discussion:** Staff is requesting that the Airport Authority set a date and time to conduct an Public Information Open House meeting to make the public aware of future projects/development at the Newnan-Coweta County Airport.

**Recommendation:** Airport Authority Chairman Rutkiewicz recommends that the Authority schedule a Public Information Open House meeting on April 14, 2021 at 6:00 p.m.