



Newnan-Coweta County Airport Authority

Regular Meeting Session

~ Agenda ~

115 Airport Road
Newnan, GA 30263
www.coweta.ga.us

Fran Collins
770.254.2601

Friday, September 8, 2023

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 Janice Laws Robinson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Authority Member Edward Davidson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Meeting Called to Order

Notification of Location of Rules

REGULAR SESSION

APPROVAL OF THE MINUTES

1. Friday, August 11, 2023

SUPPLEMENTAL AGENDA

PUBLIC COMENTS-ITEMS ON THE AGENDA

NEW BUSINESS

2. Request Approval/Execution of Task Order # 19 with Lead Edge Design Group Associated with the Fiscal Year 2024-2026 Disadvantaged Business Enterprise Plan

UPDATES FOR THE AUTHORITY

3. Update from the Airport Manager
4. Update from the Airport Sponsor
5. Update from the Airport Engineer

SUPPLEMENTAL ITEMS

6. Request Approval/Execution of a Hangar Lease Agreement with the Coweta County Sheriff's Office

PUBLIC COMMENTS-ITEMS NOT ON THE AGENDA

EXECUTIVE SESSION - In accordance with O.C.G.A. 50-14-4

REGULAR 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 Chuck Lee at 770.254.2608.



Airport Authority

To: Newnan-Coweta County Airport Authority

From: Calvin Walker, Airport Manager

Date: 8/29/2023

RE: Request Approval/Execution of Task Order # 19 with Lead Edge Design Group Associated with the Fiscal Year 2024-2026 Disadvantaged Business Enterprise Plan

Issue: Task Order # 19 with Lead Edge Design Group Associated with the Fiscal Year 2024-2026 Disadvantaged Business Enterprise Plan

Discussion: The project consists of the preparation of a 3-Year Disadvantaged Business Enterprise Plan for FY 2024 – FY 2026 as required by federal regulations for Airport Improvement Plan (AIP) funded projects. The three-year goal will meet all the requirements of 49 CFR Part 26 and recently adopted amendments. The total cost of the plan is \$7,675 of which \$6,978 will be reimbursed by GDOT.

FINANCIAL IMPACT:

Net Impact: -\$697.00 (Total Cost \$7,675 of which \$6,978 will be reimbursed by GDOT)

09/08/23 123457 - Airport Authority **(\$697.00)**

Recommendation: Staff recommends that the Authority execute Task Order # 19 for the amount of \$ 7,675.00 with Lead Edge Design Group associated with preparation of the FY 2024 – FY 2026 DBE plan (GDOT will reimburse the Authority \$6,978.00).

TASK ORDER NO. 19
3-YEAR DISADVANTAGED BUSINESS ENTERPRISE (DBE) PLAN
NEWNAN-COWETA COUNTY AIRPORT
NEWNAN, GEORGIA

This Task Order is written pursuant to the basic agreement entitled General Services Agreement, executed on October 21st, 2020. The referenced basic agreement pertains to proposed improvements to the Newnan-Coweta County Airport. This Task Order entered into and executed on the date indicated below the signature block, by and between the Newnan-Coweta County Airport Authority (Owner) and Lead Edge Design Group, Inc. (Engineer), sets forth the project description, project schedule, and engineering fees related to the preparation of a 3-Year DBE Plan at the Newnan-Coweta County Airport.

SECTION I - PROJECT DESCRIPTION

The project is to consist of the preparation of a 3-Year DBE Plan for FY 2024 – FY 2026.

SECTION II - PROJECT SCHEDULE

From the time the Owner approves this Task Order, the Engineer shall begin services for the project.

SECTION III - SCOPE OF SERVICES

Engineer will provide those services listed in the basic agreement which are applicable to this specific Task Order. Specifically, this project will include:

- A. Obtain a 3-Year Overall DBE Goal for Federal Fiscal Years 2024, 2025 and 2026.
- B. Update the DBE Program Plan.
- C. Draft a notice-to-the-public; host and facilitate a public meeting.

Services not included in this Task Order:

- A. Predesign geotechnical investigation
- B. Topographic survey for design
- C. Engineers design report
- D. ALP Update
- E. Design phase services
- F. Bid phase services
- G. Construction phase services
- H. Geotechnical quality assurance testing during construction
- I. On-site project observation
- J. Record drawings
- K. Utility location, removal, or relocation
- L. Preparation of design drawings, specifications, and contract documents
- M. As built surveys
- N. Assistance with obtaining permits

- O. Agency permit fees
- P. Environmental Services
- Q. Removal or mitigation of hazardous materials
- R. Printing & shipping

SECTION IV - FEES AND PAYMENTS

The following fees are to be paid to the Engineer as compensation for these services:

- A. 3-Year Disadvantaged Business Enterprise (DBE) Plan: \$ 7,675.00

SECTION V - BASIC AGREEMENT IN EFFECT:

Except as amended specifically herein, the basic General Services Agreement shall remain in full force as originally approved and executed.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be duly executed as of the date and year first written herein.

**NEWNAN-COWETA COUNTY AIRPORT
AUTHORITY**

LEAD EDGE DESIGN GROUP, INC.

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: Task Order 19 - FY24-26 DBE Plan (14061 : Task Order # 19 - FY24-26 DBE Plan)

PROPOSED AGREEMENT

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONSULTING SERVICES



On behalf of the

Newnan-Coweta County Airport
Newnan GA

A Proposed Agreement Submitted By:



PLANNING CONSULTANTS

Wilmington – Raleigh – Atlanta
August 2023

**DBE PLANNING SERVICES AGREEMENT BETWEEN
LEAD EDGE DESIGN GROUP AND
KEN WEEDEN & ASSOCIATES, INC.**

This will serve as an agreement between Lead Edge Design Group and Ken Weeden and Associates, Inc. ("KWA") and will remain in effect until it is terminated according to the terms and conditions stated herein. The tasks to be undertaken as part of this agreement are as follows:

Task 1: Three-Year DBE Goal

- **Task 1.1 – Federal Fiscal Years (FFY) 2024-2026 overall DBE Goal**

Task 2: Update DBE Program Plan

- **Task 2.1 – Update DBE Program Plan**

Task 3: Facilitation of Public Participation

- **Task 3.1 – Draft notice-to-the-public; host and facilitate public meeting**

More details of our approach to each task are presented below.

Task 1: Three-Year DBE Goal (Part 26)

Includes overall DBE goal for Federal Fiscal Years 2024, 2025, and 2026

KWA proposes to prepare the overall Disadvantaged Business Enterprise (DBE) goal and methodology for AIP-funded projects at the **Newnan-Coweta County Airport**. The three-year goal (fiscal years 2024, 2025, and 2026) will meet all the requirements of 49 CFR Part 26 and recently adopted amendments.

Goal Setting Process

The overall DBE goal will be developed based on the two-step process of:

1. Developing a DBE base figure for the relative availability of ready, willing, and able DBEs, using an FAA-acceptable methodology for the agreed-upon market area.
 - This process includes consultation with the designated staff, or engineering consultant, in considering realistic subcontracting possibilities for each project for goal development, considering opportunities in both construction and in professional services.
2. Making adjustments to the base figure, if appropriate, using methods acceptable to the FAA and consistent with the federal regulations.

Narrative Document & Follow-Up

Develop the appropriate narrative text documenting the updated DBE methodology, to be submitted to Airport staff. KWA will forward the report to the FAA Civil Rights office via faa.civilrightsconnect.com after review and input by the designated staff, or engineering consultant. The DBE methodology shall conform to the requirements of 49 CFR Part 26. KWA will coordinate with the FAA concerning review and approval of the methodology, including follow-up.

Required Information:

The Newnan-Coweta County Airport Authority, or engineering consultant, will provide the following information, services, and data to KWA:

1. **Bid tabulations** for AIP-funded airport projects from the past three to five years. The bid tabulations provide available historical information on bidders and proposers on airport projects and any available information on DBEs for the normal market area. The identification of previous successful and unsuccessful bidders/proposers on airport projects will help define the market area.
2. Copy of a **disparity study**, availability study or similar document, if any has been completed within the last five years and is available.
3. The **Airport Capital Improvement Program (ACIP)**, or similar document for the Airport Authority, showing the listing and description of the FFY 2024-2026 proposed AIP-funded projects, as well as projects funded through other federal grant programs such as the Airport Terminal Program and the Airport Infrastructure Grant program. The ACIP will help KWA determine in what federal fiscal year a DBE goal will be required for federally funded projects.
4. The **engineering cost estimates** for each of the projects for which a DBE goal is required. Line-item cost estimates are preferred, but approximate percentages of the dollar amount for the appropriate work trades are acceptable.
5. The **Uniform Report of DBE Awards or Commitments and Payments** for the last 3-5 federal fiscal years. The DBE accomplishment reports will be utilized to adjust the base figure.
6. Review of proposed DBE overall goal and methodology prior to submittal to the FAA.

Task 2: Update DBE Program Plan

KWA proposes to prepare an update of the FAA-required Disadvantaged Business Enterprise (DBE) Program plan for the **Airport**, according to the USDOT DBE program requirements of 49 CFR Part 26.

Required Information:

The Airport Authority, or the engineering consultant, will provide the following information, services, and/or data to KWA:

- 1) The name, title, mailing address, and email address for the designated **Disadvantaged Business Enterprise Liaison Officer (DBELO)** for the airport, as well as the **Administrative Reconsideration Official (ARO)**. The DBELO is responsible for the administration of the DBE program, including reviewing bids for good faith efforts. If the DBELO determines that the lowest bidder did not meet the DBE goal, and did not demonstrate good faith efforts to meet the DBE goal, the bidder may appeal to the Administrative Reconsideration Official.
- 2) The Airport Authority's policy for holding retainage from prime contractors. The options are as follows:
 - a) The Airport Authority does not hold retainage from prime contractors, and prime contractors are prohibited from holding retainage from subcontractors; or

- b) The Airport Authority does not hold retainage from prime contractors, but permits prime contractors to hold retainage from subcontractors; or
 - c) The Airport Authority holds retainage from prime contractors, and prime contractors may hold retainage from subcontractors.
- 3) The Airport Authority's policy on whether it requires bidders, with respect to good faith efforts, to be **responsive** (i.e., submitting all documentation, including DBE subcontractors, at the time of bid opening), or **responsible** (i.e., submitting documentation, including DBE contractors, within five days after bid opening).
 - 4) The Airport Authority's method of monitoring payments of prime contractors to subcontractors, and the return of retainage to subcontractors. Examples are as follows:
 - a) Posting prime contractor payments to a website, database, or other place accessible to subcontractors to alert them to the start of the xx-day clock for payment.
 - b) Use of an automated system that requires real time entry of payments to, and receipts by, prime contractors and subcontractors and regularly monitoring that system.
 - c) Other affirmative steps to monitor prompt payment and retainage requirements (describe specific steps).
 - 5) Review of the updated DBE program plan prior to submittal to the FAA.

Task 3: Facilitation of Public Participation

KWA will assist the Airport Authority in fulfilling its public participation requirements of the regulations (49 CFR Part 26.45(g)(1)). KWA will prepare and coordinate the publication of the notice to the public announcing the proposed contract goal methodology and its availability for a 30-day public review and comment period. KWA will coordinate with the Airport to host a public participation session for the Airport to solicit input from representative minority and/or women contractor organizations, individual contractors and subcontractors, and other small business advocates.

FEE PROPOSAL/COMPENSATION

KWA proposes to provide the services described above based on the fee scheduled contained in the attached spreadsheet (**ATTACHMENT 1**). Please note that the compensation for Tasks 1-3 is a lump-sum-not-to-exceed projection. Invoices will be submitted upon the completion of each work item.

ATTACHMENT 1: FEE PROPOSAL

Lead Edge Design Group

DBE PROGRAM SERVICES

DBE Services for Lead Edge Design Group - Newnan-Coweta County Airport							
Scope of Work / Fee Estimate: August 2023							
Ken Weeden & Associates, Inc							
Task	Project Manager	Senior Project Planner	Compliance Specialist I	Total Hours	Total Labor Fee	Total Costs	
Billing Rates w/indirect costs							
	\$218.00	\$154.00	\$105.00				
Task 1	Three-Year DBE Goal						
1.1	FY 2024 - FY 2026 overall DBE Goal						
	6	20	8	34	\$5,228.00	\$5,228.00	
Total Hours Task 1	6	20	8	34		\$5,228.00	
	\$1,308.00	\$3,080.00	\$840.00		\$5,228.00		
Task 2	Update DBE Program Plan						
2.1	Update DBE Program Plan						
	0	2	0	2	\$308.00	\$308.00	
Total Hours Task 2	-	2	-	2		\$308.00	
	\$0.00	\$308.00	\$0.00		\$308.00		
Task 3	Facilitation of Public Participation						
3.1	Draft notice-to-the-public; host and facilitate public meeting						
	0	8	2	10	\$1,442.00	\$1,442.00	
Total Hours Task 3	-	8	2	10		\$1,442.00	
	\$0.00	\$1,232.00	\$210.00		\$1,442.00		
TOTALS , PERSONNEL							
	6	30	10	46	-	\$6,978.00	



Newnan-Coweta County Airport Authority

115 Airport Road
Newnan, GA 30263

Meeting: 09/08/23 09:00 AM
Department: Airport Authority
Category: Notification/Update
Prepared By: Fran Collins
Initiator: Calvin Walker
Sponsors:

SCHEDULED

AIRPORT AUTHORITY - INFORMATIONAL ITEM (ID # 14024)

DOC ID: 14024

Update from the Airport Manager

Update from the Airport Manager

Coweta County Airport Authority
August 31, 2023

	<u>Budget</u>	<u>Current</u>	<u>Year-To-Date</u>	<u>Balance</u>	<u>August 2022</u>
Operating Revenues:					
Cares	\$ -	\$ -		\$ -	
Appropriation	\$ 48,647	\$ -	\$ 48,647	\$ -	\$ 17,268
Fuel Sales	\$ 2,150,000	\$ 128,435	\$ 1,257,095	\$ 892,905	\$ 114,939
Rent/Lease Income	\$ 650,000	\$ 39,220	\$ 362,670	\$ 287,330	\$ 31,596
Other	\$ 3,950	\$ 1,148	\$ 12,293	\$ (8,343)	\$ 12,033
Total Operating Revenues	<u>\$ 2,852,597</u>	<u>\$ 168,803</u>	<u>\$ 1,680,705</u>	<u>\$ 1,171,892</u>	<u>\$ 175,837</u>
Operating Expenses:					
Cost of Sales:					
Fuel	\$ 1,824,000	\$ 134,992	\$ 1,024,207	\$ 799,793	\$ 96,836
Other	\$ 2,000	\$ 1,949	\$ 2,901	\$ (901)	\$ 68
Credit Card Discounts	\$ 32,600	\$ 3,716	\$ 37,462	\$ (4,862)	\$ 3,595
Salaries & Benefits	\$ 346,034	\$ 32,688	\$ 387,326	\$ (41,292)	\$ 28,844
Insurance	\$ 8,500	\$ -	\$ 100	\$ 8,400	\$ -
Maintenance	\$ 89,460	\$ 2,588	\$ 70,606	\$ 18,854	\$ 7,781
Utilities	\$ 41,260	\$ 4,153	\$ 40,635	\$ 625	\$ 4,170
Contracted Services	\$ 50,000	\$ 1,500	\$ 16,100	\$ 33,900	\$ 4,550
Other	\$ 24,700	\$ 67	\$ 23,529	\$ 1,171	\$ 523
Legal Fees	\$ 5,000	\$ 488	\$ 3,800	\$ 1,200	\$ 888
Engineering/Soft Costs	\$ -	\$ -	\$ -	\$ -	\$ 33,200
Associated Land Cost	\$ -	\$ -	\$ -	\$ -	
Small Hand Tools & Equipment		\$ -	\$ 299	\$ (299)	
Small Office Equipment	\$ 6,250	\$ -	\$ 5,042	\$ 1,208	
**Capital under \$5,000		\$ -	\$ -	\$ -	\$ -
Total Operating Expenses	<u>\$ 2,429,804</u>	<u>\$ 182,141</u>	<u>\$ 1,612,006</u>	<u>\$ 817,798</u>	<u>\$ 180,454</u>
Operating Income (Loss)		<u>\$ (13,338)</u>	<u>\$ 68,700</u>		
Net Income Before Depreciation		<u>\$ (13,338)</u>	<u>\$ 68,700</u>		

**These items do not meet the criteria for Capitalization

Attachment: 11 Aug FY23 Financial and Balance Sheet (14024 : Update from the Airport Manager)

Coweta County Airport Authority
Statement of Net Assets
August 31, 2023

1005	CASH - PETTY	\$172	
1011	CASH - OPERATING	\$777,173	
1032	ESCROW FUNDING ACCOUNT	\$1	
1060	CASH-PAYROLL	\$0	
1099	CONTRA CASH	(\$3,008)	
TOTAL	CASH	\$774,337	
1110	ACCOUNTS RECEIVABLE	\$22,962	
TOTAL	RECEIVABLES	\$22,962	
1151	DUE FROM OTHER FUNDS	\$0	
TOTAL	DUE FROM OTHER FUNDS	\$0	
1168	DUE FROM AIRPORT BOND	(\$110,765)	
TOTAL	DUE FROM AIRPORT BOND	(\$110,765)	
1187	DUE FROM ARP FUNDS	\$0	
TOTAL	DUE FROM ARP FUNDS	\$0	
1401	INVENTORY GASOLINE	\$80,899	
1450	PREPAID INSURANCE	\$0	
TOTAL	DUE FROM OTHER GOVTS	\$80,899	
1474	CASH - RETAINAGE	\$0	
TOTAL	CASH	\$0	
1501	SITES	\$1,028,673	
1510	SITE IMPROVEMENTS	\$18,568,245	
1511	ACC DEPREC - SITE IMPR	(\$6,784,141)	
1530	BUILDINGS	\$105,907	
1540	MACHINERY & EQUIPMENT	\$230,855	
1550	VEHICLES	\$44,556	
1560	CONSTRUCTION IN PROGRESS	\$169,480	
TOTAL	CAPITAL ASSETS	\$13,363,576	
TOTAL	ASSETS	\$14,131,010	
	DEFERRED OUTFLOW	\$55,778	
2050	ACCOUNTS PAYABLE	\$68,173	
TOTAL	ACCOUNTS PAYABLE	\$68,173	
2115	FICA TAXES PAYABLE	\$567	
2116	FMED TAXES PAYABLE	\$136	
TOTAL	PAYROLL TAXES PAYABLE	\$703	
2211	COUNTY PENSION PAYABLE	\$0	
2212	DEFINED CONTRIBUTION PLAN	\$570	
TOTAL	OTHER DEDUCTIONS PAYABLE	\$570	
2474	RETAINAGE PAYABLE	\$0	
TOTAL	PAYABLE-RESTRICTED ASSETS	\$0	
2708	NOTE PAYABLE-BB&T	\$0	
TOTAL	BONDS PAYABLE	\$0	
2901	DUE TO GENERAL FUND	\$426,482	
TOTAL	DUE TO OTHER FUNDS	\$426,482	
2951	ACCRUED PAYROLL	\$10,208	
2952	DEPOSITS	\$10,501	
2953	DUE TO OTHERS	\$175	
2955	COMPENSATED ABSENCES	\$7,659	
2956	WORKERS COMP PAYABLE	\$0	
2960	SALES TAX PAYABLE	\$6,011	
2961	COMPENSATED ABSENCES-ST	\$22,977	
TOTAL	OTHER LIABILITIES	\$57,531	
2970	DEFERRED REVENUE	\$95,156	
TOTAL	DEFERRED REVENUE	\$95,156	
TOTAL	LIABILITIES	\$648,615	
	DEFERRED INFLOW	\$374,623	
TOTAL	AIRPORT AUTHORITY NET ASSETS	\$13,163,550	

Attachment: 11 Aug FY23. Financial and Balance Sheet (14024 : Update from the Airport Manager)



Newnan-Coweta County Airport Authority

115 Airport Road
Newnan, GA 30263

Meeting: 09/08/23 09:00 AM
Department: Airport Authority
Category: Notification/Update
Prepared By: Fran Collins
Initiator: Calvin Walker
Sponsors:

DOC ID: 14025

SCHEDULED

AIRPORT AUTHORITY - INFORMATIONAL ITEM (ID # 14025)

Update from the Airport Sponsor

Update from the Airport Sponsor



Newnan-Coweta County Airport Authority

115 Airport Road
Newnan, GA 30263

Meeting: 09/08/23 09:00 AM
Department: Airport Authority
Category: Notification/Update
Prepared By: Fran Collins
Initiator: Calvin Walker
Sponsors:

SCHEDULED

AIRPORT AUTHORITY - INFORMATIONAL ITEM (ID # 14026)

DOC ID: 14026

Update from the Airport Engineer

Update from the Airport Engineer



Airport Authority

To: Newnan-Coweta County Airport Authority

From: Calvin Walker, Airport Manager

Date:

RE: Hangar Lease Agreement with the Coweta County Sheriff's Office

Issue: Hangar Lease Agreement with the Coweta County Sheriff's Office

Discussion: The Coweta County Sheriff's Office desires to lease 4,400 square feet of Hangar 300A located at 300 West Aviation Way for the storage of aircraft, aircraft-related equipment and storage of non-aeronautical items that do not interfere with the primary aeronautical purpose of the Hangar. Previously, the Sheriff's Office only leased half of the hangar space. The new lease will incorporate the full hangar as well as adjacent office space.

FINANCIAL IMPACT:

Monthly Rent of \$2,450

09/23/21 123457 · Airport Authority \$6,900.00

Annual Rent & Utility Payments

Recommendation: Staff recommends that the Authority execute a Hangar Lease Agreement with the Coweta County Sheriff's Office associated with 4,400 square feet of space in Hangar 300A located at 300 West Aviation Way.

**STATE OF GEORGIA
COUNTY OF COWETA**

**LEASE AGREEMENT FOR COMMUNITY HANGAR
STORAGE AT THE NEWNAN-COWETA COUNTY
AIRPORT AUTHORITY**

This Lease Agreement is entered into and effective the 1st day of October 2023, (“Agreement”) between the NEWNAN-COWETA COUNTY AIRPORT AUTHORITY, hereinafter referred to as “Authority” or “Lessor”, a body corporate and politic existing under the STATE OF GEORGIA and the true and lawful owner of the NEWNAN-COWETA COUNTY AIRPORT, (the “Airport”), acting by and through the Airport Manager, and the Coweta County Sheriff’s Office, hereinafter referred to as “Lessee”, who covenant and agrees as follows:

Section 1. Lease of Hangar

Lessor hereby leases 4,400 square feet of Authority’s Hangar 300A located at 300 West Aviation Way, Newnan, GA 30263. The Hangar shall be used and only occupied by Lessee for the storage of the following described aircraft, aircraft-related equipment and storing non-aeronautical items that do not interfere with the primary aeronautical purpose of the Hangar:

Aircraft Make: Bell

Aircraft Model: 206

Aircraft Year:

Aircraft Serial Number: 70-15351

Registration No: N330DC

Section 2. Term

The term of the Agreement (the “Term”) shall be five (5) years, unless otherwise terminated as provided herein.

Section 3. Rent

A. Lease Payments - Subject to adjustment as herein below provided, Lessee agrees to pay to Lessor, without offset or deduction, payment for the Hangar at the initial rate of Two-Thousand Four-Hundred Fifty Dollars (\$2,450.00) per month, in advance (the “Lease Payment”). The first Lease Payment shall be due and payable on or before the first day of occupancy of the Hangar, with successive payments being due and payable on the first day of each month thereafter during the Term.

	Square Footage	Annual Rent per Square Foot	Monthly Rate
Hangar	3,600 ft ²	\$3.50	\$1,050
Office Space	840 ft ²	\$20.00	\$1,400
Totals	4,400 ft ²		\$2,450

B. Adjustment of Lease Payment – Lessor reserves the right to adjust Lease Payments at any time with thirty (30) days written notice to Lessee. Hangar rental rates shall be reviewed and adjusted periodically by Lessor in order to maintain a competitive rate structure, ensure sufficient funds are available for hangar maintenance, and contribute to the airport’s federal self-sufficiency requirements as outlined in the Federal Aviation Administration (FAA) Grant Assurances for Airport Sponsors.

C. Payment Method - All Lease Payments shall be paid as the same become due, without demand, in

lawful currency of the United States, made payable to the Newnan-Coweta County Airport Authority, by mail to, 115 Airport Road, Box 2, Newnan, Georgia or by hand-delivery to the aforementioned address. Payments must be postmarked prior to the due date in order to not be considered late. If the Authority permits digital or electronic payments, lessee may elect to utilize ACH Payments or have his credit card on his Fuel-House Account charged at the beginning of every month for his lease payment.

- D. Late Payments - In the event Lessor fails to receive any Lease Payment on or before the tenth (10th) day of the month, a Late Payment penalty equal to ten percent (10%) of such payment shall be charged to Lessee. In the event Lessee shall remain delinquent for more than 10 days, Lessee shall be in default as described in Section 20 Default, and Lessee's rights of occupancy and/or this Agreement may be terminated by Lessor. Lessee agrees to pay all collection or attorney's fees as may be necessary to collect any and all amounts due hereunder, but not paid to Lessor.
- E. Insufficient Funds - Lessee further agrees that should any check or negotiable instrument tendered for rent payment be dishonored, returned for insufficient funds or otherwise not promptly paid to Lessor, Lessee shall promptly pay to Lessor all rents due plus a fifty dollar (\$50) handling fee, by certified check or money order payable as defined in Subsection 3C. Payment Method.
- F. Third-Party Payments - Acceptance of third-party payments by Lessor does not permit transfer of hangar lease agreement and associated rights to said third-party.
- G. Utilities - Lessee shall assume all responsibility for utility payments associated with the hangar and office space. Lessee shall register all utility meters in its name and shall pay all amounts due directly to the respective utility provider(s).

Section 4. Maintenance and Repairs to the Hangar

Lessee agrees to accept the Hangar in an "as is" condition. The Lessor shall be responsible for all maintenance/repairs to the Hangar, including the hangar doors, except when necessitated by the negligence or willful misconduct of the Lessee, its agents, employees, or guests. In this case, the responsible party shall reimburse Airport for the cost of the repairs.

Section 5. Use of the Hangar

- A. The Hangar shall be used exclusively for the storage of the aircraft listed in Section 1, aircraft-related equipment, and storage of non-aeronautical items that do not interfere with the primary aeronautical purpose of the Hangar.
- B. Lessee will be allowed to park a single, passenger vehicle in the Hangar only at such time they are using the aircraft. At no time shall any vehicle be parked in or adjacent to the taxi-lanes in such a way that prevents other aircraft, tenants, or Airport personnel from accessing adjacent hangars.
- C. Pursuant to the most current version of FAA Order 5190.6B, Airport Compliance Manual, the lessee, with its own equipment and employees or agents, shall be allowed to perform maintenance on the Aircraft within/on the Leased Premises, provided that it is not done in a manner that would be illegal, unsafe, unsightly, or detrimental to the efficient use of the airport facilities by others. Lessee shall dispose of oil and hazardous materials in compliance with all applicable environmental regulations. At no time shall the Lessee's engines be started within the Leased Premises.
- D. Lessee shall control the conduct of its agents, employees, and guests, and those doing business within and around the Hangar and shall take all steps necessary to remove all persons who Lessor, for good and sufficient cause, deem objectionable.
- E. Lessee shall keep the Hangar clean and free of clutter and garbage.

Section 6. Storage of Fuels and Hazardous Materials

- A. Lessee agrees that they will not store gasoline and other aviation fuels in the Hangar, other than fuel stored in the fuel tanks of an operational aircraft and minimal working quantities not to exceed five (5) gallons stored in an approved container. Hazardous materials shall not be stored in/on the Leased Premises. Aircraft oil may be stored in the hangar provided the quantity of such does not exceed a workable quantity for that aircraft.

Any storage of oil and fuel must meet local fire code(s) as well as environmental regulations and best practices (e.g., secondary containment) by the United States Environmental Protection Agency (EPA) and Georgia Environmental Protection Division (EPD). Increased amounts will be allowed per the discretion of the local fire marshal and Airport Management.

- B. Pursuant to NFPA 407, fueling of aircraft inside the Hangar is prohibited under any circumstances.
- C. Lessee acknowledges that hazardous operations such as fuel transfer, welding, torch cutting, torch soldering, doping, spray painting, or similar activities as may be otherwise specified in NFPA 409 are prohibited in the Hangar.

Section 7. Competition with FBO

Lessee is prohibited from acting as a fixed base operator in any way. Lessee is further prohibited from selling any fuels, lubricants, other products, or services to third parties or persons without the prior written consent of the Lessor.

Section 8. Sublease or Assignment

Lessee shall not sublease any portion of the Hangar or assign this Agreement without the prior written approval of the Authority. Violation of this provision will result in the immediate termination of this Agreement as described in Section 20 Default.

Section 9. Sale, Disposal, or Change of Aircraft

In the event of any change in the type of aircraft or aircraft registration number, Lessee must notify Lessor of the change in writing.

In the event Lessee no longer possesses an aircraft, he will vacate the hangar within thirty days of such disposal and the hangar will be leased to another. Extensions will be considered at the discretion of Airport Management for reasonable exceptions, such as the purchasing and transport of a new aircraft, provided Lessee is completing such in an expeditious manner.

Section 10. LLCs, Incorporations, and Partnerships

Lessee's aircraft may be owned by an LLC, Corporation, or Partnership, and Lease may be signed in the name of an LLC, Corporation, or Partnership by the Authorized Signatory of that organization. The Authorized Signatory of said organization shall own an equal or majority share of the aircraft listed in Section 1 Lease of Hangar. Lessee shall present all applicable contractual and legal documents of said organization to Lessor and demonstrate proof of the requirements listed herein. Lessee is prohibited from entering into an agreement as described above for the purposes of subleasing or assigning the Hangar.

Section 11. Airworthiness

Lessee's aircraft must be airworthy and in condition for safe operation. Lessee shall demonstrate to Lessor within five (5) days, upon Lessor's reasonable request, that Lessee's aircraft is airworthy as defined within the most current version of FAA Order 8130.2 and in condition for safe operation. Failure to so demonstrate within five (5) days shall constitute a breach of this Agreement and grounds for immediate termination.

Section 12. Damaged Aircraft, Aircraft Under Construction, and Aircraft Undergoing Inspection

Exceptions may be made to the Section 11 Airworthiness requirements for the following reasons:

(1) damaged aircraft under repair, (2) aircraft under construction, and (3) aircraft undergoing conditional inspection. In all cases, Lessee shall demonstrate and provide proof of measurable and substantial progress on a monthly basis to the satisfaction of Airport Management.

Section 13. Right of Inspection

Lessee shall permit Lessor and Lessor's agents, representatives, or employees to enter into the Hangar at all reasonable times to make repairs, additions or alterations as may be necessary for the safety, improvement, or preservation of the Premises, or for inspections to ensure compliance with the Lease Agreement and the Airport Rules and Regulations. Notifications for Hangar Inspections shall be conducted in accordance with the Hangar Inspection Policy instituted by the Authority. Acceptable methods of tenant notification shall include either by phone call, text, or by email.

Section 14. Alterations

Lessee covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Hangar without the prior written approval of Lessor. All fixtures installed or additions and improvements made to Hangar shall, upon completion of such additions and the improvements, become Lessor's property and shall remain in the Hangar at the termination of this Agreement, however terminated, without any compensation or payment to Lessee.

Section 15. Insurance

Lessee shall provide evidence of liability insurance, at its own expense, for the benefit of itself. Liability insurance for property damage or personal injury or death, arising as a result of Lessee's occupation of the Hangar, in the amount not less than one million dollars (\$1,000,000.00) shall:

- A. Be issued by insurance companies acceptable to Lessor and licensed to do business in Georgia;
- B. Name Lessor as an additional insured or loss payee, as the case may be; and
- C. Provide for at least ten (10) days written notice to Lessor prior to cancellation or modification. Lessee shall provide Lessor with duplicate originals of all insurance policies required by this Section. Certificates of such required insurance shall be furnished by Lessee to Lessor and Certificates presently then in effect shall be on file at all times. Any changes in those certificates must have the prior written approval of Lessor.

Section 16. Casualty

In the event the hangar, or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered untenable by such damages. If the Hangar is rendered untenable and Lessor elects to repair the Hangar, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omission of Lessee, its employees, agents or invitees, in which case the rent shall not abate. If the Hangar is rendered untenable and the Lessor elects not to repair the Hangar, this Agreement shall terminate.

Section 17. Indemnity

Lessee agrees to indemnify and hold Lessor, its officers and employees harmless for and against any and all claims, demands, costs and expenses, including reasonable attorney's fees for the defense of such claims and demands arising for the conduct or management of the Lessee's activities in/on the Hangar or from any act of negligence of Lessee, its agents, contractors, licensees, or negligence of Lessee, its agents,

contractors, licensees, or invitees in or about the Hangar. In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, agrees to defend the action or proceeding by legal counsel acceptable to Lessor.

Section 18. Force of Nature

Lessor shall not be liable for its failure to perform this Agreement or any loss, injury, damage, or delay of any nature whatsoever resulting from or caused by any acts of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, pandemic, or any other cause beyond Lessor's control.

Section 19. Disclaimer of Liability

Lessee hereby releases Lessor from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence or intentional willful misconduct. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to loss of revenue or anticipated profits or other damage related to the leasing of the Hangar under this Agreement.

Section 20. Default

This Agreement shall be breached due to:

- A. Failure of Lessee to pay any Monthly Rent or any other sum payable to Lessor hereunder within ten (10) days of the date that it is due.
- B. Failure of Lessee to comply with a term, condition or covenant of this Agreement other than the Monthly Rent or other sum of money, within 30 days after delivery of written notice thereof to Lessee.
- C. A petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement, or Lessee assigns his/her property for the benefit of creditors.
- D. In the event of any breach of this Agreement by Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the Hangar using such force as may be reasonably necessary, without being deemed guilty of trespassing, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice Lessor's right to pursue any other remedy available to Lessor in law or equity.

In the event of default continuing for ninety (90) days due to the nonpayment of Monthly Rent specified herein, Lessor may take possession of and sell all fixtures, chattels and personal property of every kind and description now or hereafter to be placed, installed or stored by Lessee in the Hangar, and said sale may be in any manner prescribed by law with Lessor crediting the net proceed upon any indebtedness due to damage or sustained by Lessor, without prejudice to further claims to arise later under the terms of this Agreement.

Section 21. Airport Rules and Regulations

Lessee agrees to abide by all Airport Rules and Regulations, as amended, which are incorporated herein by reference. A copy of the current Airport Rules and Regulations may be obtained from the Airport Manager's office. Use of the assigned hangar space, the airport premises, and runways is subject to the Federal Aviation

Regulations (FARs) and other applicable state, local, and other federal laws pertaining to the operation of public airports and surrounding airspace.

Section 22. Governing Law

This Agreement shall be controlled and governed by the laws of the State of Georgia. Any dispute arising out of or in any way related to this agreement shall be submitted to the Magistrate, State or Superior Court of Coweta County and Lessee expressly consents to venue and jurisdiction therein.

Section 23. Relationship of Parties

The relationship between Lessor and Lessee shall, always and only, be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts of omission of Lessee, its employees or agents.

Section 24. Remedies Cumulative

The rights and remedies with respect to any of the terms and conditions of the Agreement shall be cumulative, exclusive, and shall be in addition to all other rights and remedies available to either party in law or equity.

Section 25. Notices

All notices or requests required or permitted to be given pursuant to this Agreement shall be in writing and deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses shown below.

An exception for notices regarding Lessee’s change of address or aircraft information is permitted by email. Such notices must be sent to the following address to be considered as received. Additionally, an email notice is only deemed to be received after the sender (Lessee) receives a reply, not including an automated message that the email has been delivered.

Email Notices: kcconotices@coweta.ga.us

Lessee:

Emergency Contact Number: _____

Email Address: _____

Lessor:

Newnan-Coweta Airport Authority
Attn: Airport Manager
115 Airport Road, Box 2
Newnan, Georgia 30263

Attachment: 2023.HangarLease.Sheriff.300A West Aviation Way (14071) : Lease with the Coweta County Sheriff's Office

Section 26. Paragraph Headings

The headings to the paragraphs in this Agreement are solely for convenience and may have no substantive effect on the Agreement, nor are they intended to aid in the interpretation of this Agreement.

Section 27. Integration

This Agreement constitutes the entire Agreement between the parties, and, as of its effective date, supersedes all prior independent agreements between the parties related to the leasing of the Hangar. Any changes or modification hereof must be in writing signed by both parties.

Section 28. Waiver

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

Section 29. Successors Bound

This Agreement shall be binding on and shall insure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

Section 30. Severability

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of parties.

Section 31. Taxes and Fees

Lessee agrees to pay, in addition to the Monthly Rent provided herein, all applicable personal property taxes or any other taxes which Lessee may be required by law to pay. Lessee shall present proof of local property taxes paid upon demand from Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed, sealed and delivered NEWNAN COWETA COUNTY AIRPORT by Newnan Coweta County Airport Authority the presence of:

Unofficial Witness

BY: _____
Chairman

Notary Public
Commission Expires: _____
(SEAL)

ATTESTED

BY: _____

LESSEE

Signed, sealed and delivered
by LESSEE
In the presence of:

[COWETA COUNTY SHERIFF'S OFFICE]

Unofficial Witness

By: _____

Its: _____

Notary Public
Commission Expires: _____
(SEAL)

Print name: _____

Corporate Seal

Attachment: 2023.HangarLease.Sheriff.300A West Aviation Way (14071) : Lease with the Coweta County Sheriff's Office

**EXHIBIT A (OPTIONAL)
ADDITIONAL AIRCRAFT**

Aircraft Make: _____

Aircraft Model: _____

Aircraft Year: _____

Aircraft Serial Number: _____

Registration No: _____

Attachment: 2023.HangarLease.Sheriff.300A West Aviation Way (14071 : Lease with the Coweta County Sheriff's Office)