



City Hall Conference Room  
300 W. Crowell Street  
Monroe, North Carolina 28112

**5:00 PM - October 10, 2022**

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### **MEETING AGENDA**

- 1. Call to Order and Welcome Guests**
- 2. Minutes for Approval**
- 3. Department Report**
  - a) Monthly Reports: Operations, Finance**
  - b) Project/Grant Status Report**
- 4. Approval of Airport Fuel Storage Policy Revision and Aerowood Fuel Storage Agreement**
- 5. ATP Flight School Proposal**
- 6. Adjourn**

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**Next Meeting:**



**Monroe Airport Commission Regular Meeting  
City Hall Conference Room  
5:00 pm – September 12, 2022**

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**Chair:** Mr. Gary Wilfong

**Attending Members:** Councilmember Keziah (Vice-Chair); Mr. David Dotson; Mr. Patrick Furr; Mr. John Wiggins

**Staff in Attendance:** Mr. Peter Cevallos, Mr. Brian Borne, Mr. Mujeeb Shah-Khan, Mrs. Lisa Strickland, Mrs. Ashley Britt

**Engineer of Record Attendee:** Mr. Pat Turney

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**1. Call to Order and Welcome Guests**

Chair Gary Wilfong called the meeting to order at 5:00 pm on September 13, 2022, welcoming the Commissioners and staff. There were no guests in attendance.

**2. Minutes for Approval**

a.) Approval of the minutes for the June 13, 2022 meeting was requested.

**Motion:** Mr. Dotson made a motion to approve the minutes of the June 13, 2022 meeting.

**Second:** Mr. Furr

**Action:** The motion to approve the minutes passed unanimously with the following votes:

**AYES:** Mr. David Dotson, Mr. Patrick Furr, Mr. John Wiggins, Mr. Gary Wilfong

**NAYS:** None

### **3. Department Reports**

#### **Presenter:**

Mr. Peter Cevallos

#### **a.) Operations**

#### **Summary:**

Mr. Cevallos briefed the following for monthly operations: there are 4 active Notice-to-Airmen (NOTAMs): one for the advisory on radio altimeter use being unreliable (this is a blanket advisory the FAA has issued in light of the 5G rollout); three “FDC” NOTAMs associated with the Airport’s arrival and departure procedures. Mr. Cevallos briefed aircraft operations for August totaled 6,097 operations, with 838 departures and 836 arrivals. Under Aircraft Services, Mr. Cevallos briefed the following for August: 557 customers fueled, 517 were towed, and 259 were provided other services. Fuel totals for August are 60,935.8 gallons of fuel being dispensed with 29,054.8 being AVGAS and 31,881.0 Jet-A. Current fuel prices are \$6.50 for Self-Service AVGAS and \$7.00 for Full-Service AVGAS; for JET-A, prices are \$6.15 for Self-Service, and \$7.20 for Full-Service. Current occupancy as 71 tie-downs, 20 T-hangars, and 51 leasing hangar and office space; 204 transient customers overnighted in August, with 49 being hangared.

#### **Notes of interest as it relates to the operations:**

- The new Airport Administrative Assistant has been hired, Mrs. Cindy Brooks. She is very excited to begin and the Commission will meet her next month.
- Don Ray, Airport Operations Supervisor, has submitted his paperwork to retire November 18. He has worked with the City for 9 years, starting first as a line service technician, and moving up to the position of Airport Operations Supervisor. Steps are underway to replace this invaluable employee and important position.
- Due to current staffing limitation with the line service technicians, the hours of operations have been adjusted on the weekends. For this month, the airport staff are operating from 7 am to 7 pm on Saturday and Sunday, to balance between the limitation and to be able to support the Airport’s customers as best possible. The position vacancies have been advertised, and staff have received applications which are being reviewed.

#### **b.) Financial**

#### **Summary:**

Mr. Cevallos presented August’s Year-to-Date Budget Report stating that the Airport’s revenues are tracking slightly higher than expected trends over projected end of year budget outlook, with fuel showing the best. Expenditures are also trended slightly higher than forecast, again in part for the increase of fuel purchase, both resale and for vehicles, and other equipment repair and maintenance expenditures.

The City is in receipt of a grant award letter for \$150,000. This annual allocation of Non-Primary Entitlement Funds is related to the Airport Improvement Program that has been in place since 2000, and the State will expect the City to use these funds for the next grant-funded safety and/or capacity project.

Chair Wilfong asked for confirmation that these funds could not be used for the construction of hangars. Mr. Cevallos responded that the funds would be first prioritized for those projects involving the runway, the taxiways, and/or related infrastructures.

c.) Project/Grant Status

Summary:

The following is being reported for the current airfield projects:

- Airport Layout Plan Update: Mr. Cevallos explained that he will make a presentation of the Airport Layout Plan Update to the City Council at their September 13 meeting and he invited the Airport Commission to attend.
- Quonset Hangar Reactivation: Mr. Cevallos stated that the work on the office space has been completed, lease with Aerowood has been signed, and Aerowood has begun moving into the office space.
- Runway 05/23 Obstruction Removal Project: Mr. Cevallos state that the applications for required environmental permitting have been submitted.
- The Rehab of Aprons D, E, F: Mr. Cevallos reported staff and the Airport Engineers are working with the State to finalize an appropriate scope of work and budget to ensure there is adequate funds assigned to the project, based on the FAA's recent announcement of available discretionary funding for this type of project.

**4. Aerowood Aviation/Cirrus Now Event**

Presenter:

Mr. Peter Cevallos

Summary:

Mr. Cevallos stated that Aerowood Aviation, in collaboration with Cirrus Aircraft, is hosting a Cirrus Now event at their Hangar #6 September 23, 2022, from 6:00 pm to 9:00 pm. This event is similar to the same type of events that Aerowood has hosted at their facilities, and is used to promote the partnership they have with Cirrus Aircraft. The theme, objective of this year's event, is to promote the new training facilities at the Quonset Hangar and other services afforded existing and potential Cirrus Aircraft owners. The event is by invitation only, and will be handled by Cirrus Aircraft. Aerowood has obtained

an event permit from the City, and will work with Airport staff to ensure minimal disruption to the Airport's normal activities during the event.

**Motion:** Mr. Dotson made a motion to approve Aerowood conducting this event at their Hangar #6 facilities per the plan Aerowood has submitted.

**Second:** Mr. Patrick Furr

**Action:** The motion to approve Aerowood conducting this event at their Hangar #6 facilities per the plan Aerowood has submitted passed unanimously with the following votes:

**AYES:** Mr. David Dotson, Mr. Patrick Furr, Mr. John Wiggins, Mr. Gary Wilfong

**NAYS:** None

5. **Aerowood Aviation Request to Conduct Self-Fueling**

Presenter:

Mr. Peter Cevallos

Summary:

Mr. Cevallos stated Aerowood Aviation is requesting permission for a Mobile Fueling Permit for their flight school, as authorized in the Monroe Airport Rules and Regulations (Monroe Code of Ordinance §131.07(B)), citing the reason to invest in a mobile self-fueling truck as a cost-saving measure to their flight school operations.

Mr. Cevallos went on to provide background on the Airport's operations and how Aerowood purchases approximately 60,000 gallons of fuel a year from the City for their flight school operation. They currently receive a volume discount as described in the City's Fees Schedule. Discussion followed with Mr. Dotson asking if there was a current fuel agreement in place that could allow Aerowood to store their fuel on Airport for their use. Mr. Cevallos explained there was the current fuel storage policy that was designed for the corporate jet operators SPX, Harris Teeter, and Charter Jet to purchase their fuel in bulk, then the Airport would charge an "into-plane" fee to fuel their aircraft. Mr. Cevallos stated it was common practice for airports to provide volume discounts to those operators that purchase large quantities of fuel, and the volume discounts that the City has on its fees schedule is comparable to the same type that would be found at a number of other NC airports. Mr. Cevallos provided a table showing a cross-section of NC airports, showing their respective discounts.

The Commission all agreed that there was concern allowing Mr. Atkinson to install their tanks as they did not see the financial benefit for the Airport. Mr. Cevallos confirmed that there would be an impact to the fueling volume the Airport tracks, citing the reported numbers in the month's operations report. There was also a concern that it would be challenging for the proposed arrangement to be managed. Mr. Cevallos responded that a separate agreement would have to be developed, laying down specific requirements, and that Mr. Atkinson would also have to take extra steps in his operation for this arrangement to work.

Chair Wilfong asked if this could be tied to the proposed maintenance hangar that had been previously discussed. Mr. Cevallos stated that he saw these two items as mutually exclusive, because the fueling operations is tied to the flight school operation, whereas the maintenance hangar had a broader impact as it was a service that transcended all of Mr. Atkinson's interest on the Airport: the flight school, the Cirrus partnership, and Charter Jet Transport. Discussion among the Commission concluded that this request to conduct self-fueling should be handled exclusively, and not blended with any other initiative.

Vice Chair Keziah made the comment that the City should honor an operator like Aerowood Aviation since they bring so much business to the Airport. He suggested to Mr. Cevallos that a viable agreement needs to be brought to the Commission in two weeks that would be an alternative to Mr. Atkinson installing his own fuel tanks. Mr. Borne interjected that an agreement like this would need staff coordination and then Mr. Cevallos would need to present it to Mr. Atkinson for his review. Mr. Shah-Khan suggested it may be more appropriate to have a completed agreement for the Airport Commission's review for the next meeting. Mr. Cevallos acknowledged that he could have an agreement for presentation at the next meeting.

**Motion:** Mr. Dotson made a motion for staff to prepare a fuel storage agreement for the Airport Commission's review for the next Airport Commission meeting scheduled to be held October 10, 2022.

**Second:** Mr. Patrick Furr

**Action:** The motion to request staff prepare a fuel storage agreement for the Airport Commission's review for the next Airport Commission meeting scheduled to be held October 10, 2022 passed unanimously with the following votes:

**AYES:** Mr. David Dotson, Mr. Patrick Furr, Mr. John Wiggins, Mr. Gary Wilfong

**NAYS:** None

## 6. Adjourn

There being no other business, the Chair declared the meeting adjourned at 6:07, with the consent of the Commission.

DRAFT

# MONTHLY AIRPORT OPERATIONS REPORT

MONTH OF SEPTEMBER 2022

## AIRFIELD STATUS

AIRFIELD CONDITION = **GREEN**

CURRENT NOTAMS 1 Aerodrome: Radio Altimeter unreliable **(5G related)**  
2 FDCs: associated with arrival and departure procedures

## AIRCRAFT OPERATIONS

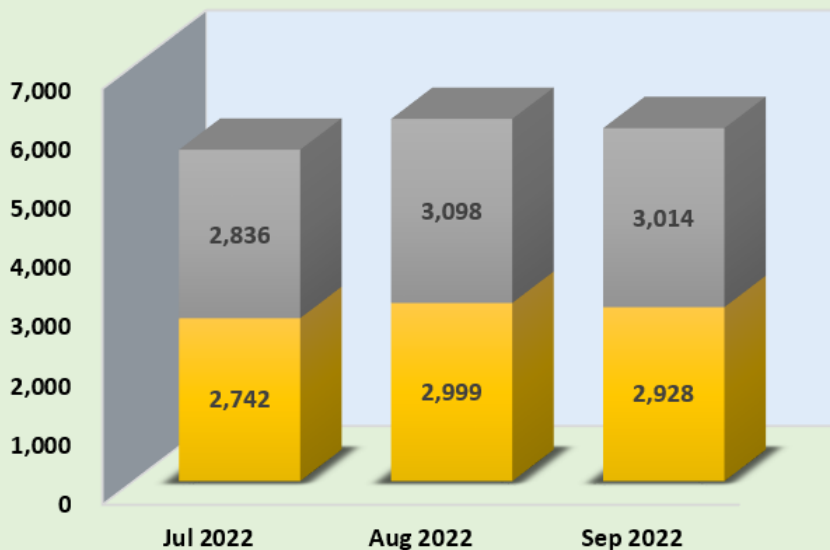
TAKEOFFS = 3,014

LANDINGS = 2,928

DEPARTURES = 964

ARRIVALS = 949

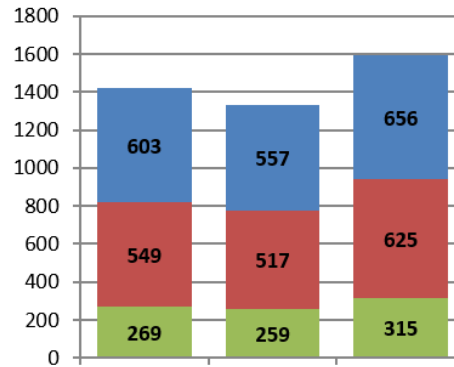
| FY2023              | Jul 2022     | Aug 2022     | Sep 2022     | Annual Total | Monthly Avg |
|---------------------|--------------|--------------|--------------|--------------|-------------|
| AIRCRAFT DEPARTURES | 795          | 838          | 964          | 2,597        | 216         |
| AIRCRAFT ARRIVALS   | 800          | 836          | 949          | 2,585        | 215         |
| TOTAL TAKEOFFS      | 2,836        | 3,098        | 3,014        | 9,267        | 772         |
| TOTAL LANDINGS      | <u>2,742</u> | <u>2,999</u> | <u>2,928</u> | <u>8,980</u> | <u>748</u>  |
| TOTAL OPERATIONS    | 5,578        | 6,097        | 5,942        | 18,247       | 1,521       |



## AIRCRAFT SERVICES

CUSTOMERS SERVED: FUELED = 656 TOWED = 625 OTHER = 315

| FY 2023          | JUL | AUG | SEP | YR TOTALS | MNTH AVG |
|------------------|-----|-----|-----|-----------|----------|
| FUELING          | 603 | 557 | 656 | 1816      | 605      |
| TOWING           | 549 | 517 | 625 | 1691      | 564      |
| OTHER SERVICES * | 269 | 259 | 315 | 843       | 281      |



\* = Other Services include aircraft parking, catering, rental cars, aircraft loading/unloading

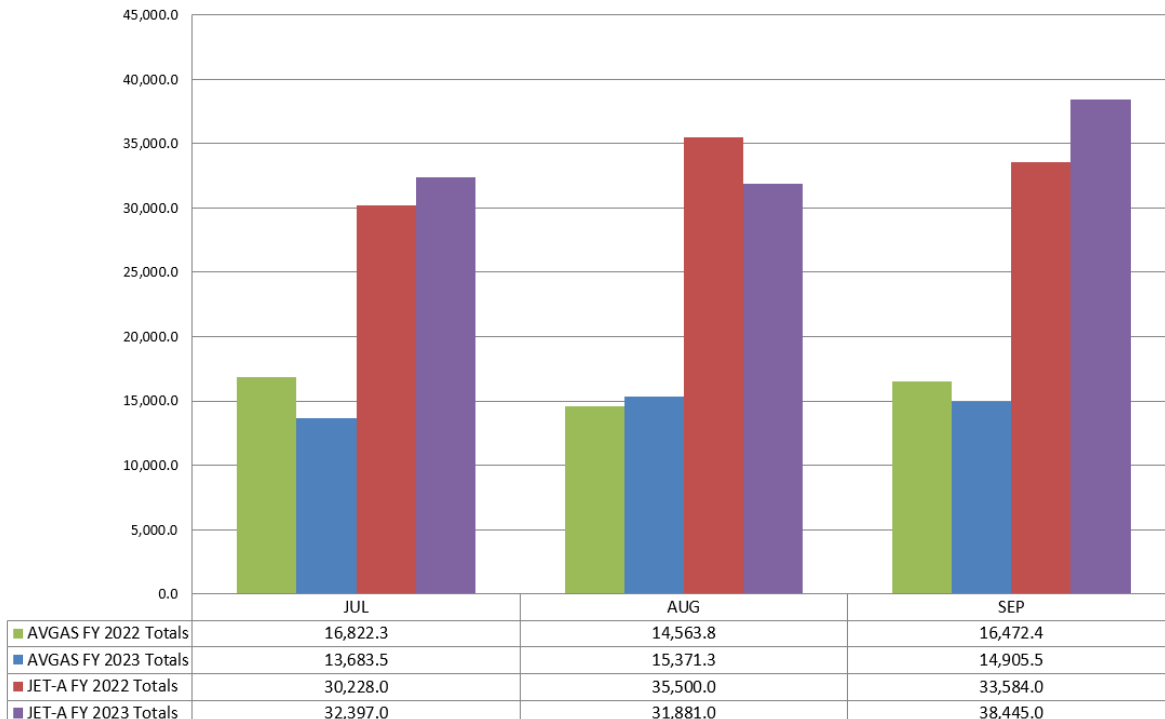
## FUEL

**DISPENSED:** AVGAS = 14,905.5 GALS JET A = 38,445.0 GALS **TOTAL = 53,350.5 GALS**

**ON HAND:** AVGAS = 10,972 GALS JET A = 794 GALS\* **TOTAL = 11,766 GALS**  
(Total On-Hand = 23,364 gals)

**CURRENT PRICE:** AVGAS = \$6.50 SS JET A = \$6.15 SS  
\$7.00 FS \$7.20 FS

AIRPORT FUEL DISPENSED - FY 2022 vs. FY 2023 COMPARISON



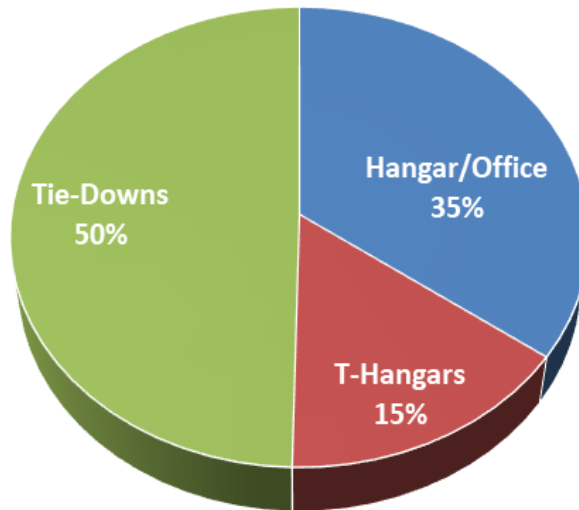
## OCCUPANCY

### BASED CUSTOMERS (LEASED SPACE):

HGR/OFFICE\* = 32

T-HGR = 21

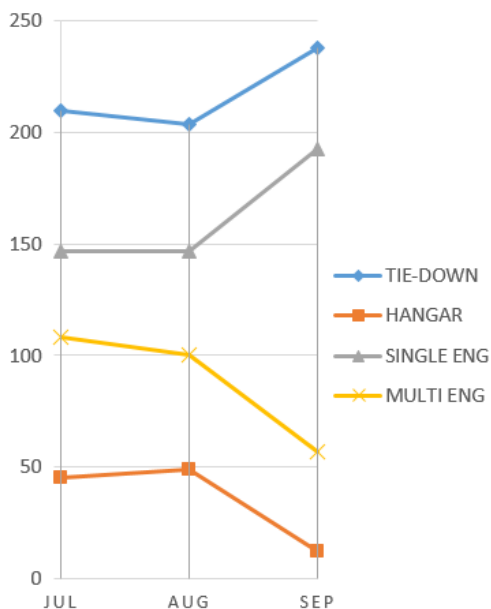
T/D = 73



\* = Value includes both Bulk Hangar & total Hangar occupancy

### TRANSIENTS OVERNIGHTING:

| FY2023     | JUL | AUG | SEP | TOTALS | AVG |
|------------|-----|-----|-----|--------|-----|
| TIE-DOWN   | 210 | 204 | 238 | 652    | 109 |
| HANGAR     | 45  | 49  | 12  | 106    | 9   |
| SINGLE ENG | 147 | 147 | 193 | 487    | 41  |
| MULTI ENG  | 108 | 100 | 57  | 265    | 22  |



## AIRPORT MONTHLY BUDGET REPORT - FY2023 SEPT



|                              |              | Sep-22 |              |         | 2022 YTD       |              |        |
|------------------------------|--------------|--------|--------------|---------|----------------|--------------|--------|
| Account Number               | Account Desc | Budget | Actual       | % Used  | Budget         | Actual       | % Used |
| 580 Airport Fund             |              | 0.00   | 32,344.56    | 100.00% | 369,517.00     | 108,334.36   | 29.32% |
| 00 No Department             |              | 0.00   | (205,887.96) | 100.00% | (2,145,643.00) | (597,173.89) | 27.83% |
| 1000 General Revenue         |              | 0.00   | (205,887.96) | 100.00% | (2,145,643.00) | (597,173.89) | 27.83% |
| 86 Airport                   |              | 0.00   | 238,232.52   | 100.00% | 2,515,160.00   | 705,508.25   | 28.05% |
| 8620 Airport-Operations      |              | 0.00   | 237,130.52   | 100.00% | 2,428,970.00   | 701,403.88   | 28.88% |
| 8630 Airport-Customs Service |              | 0.00   | 1,102.00     | 100.00% | 86,190.00      | 4,104.37     | 4.76%  |
| Grand Total:                 |              | 0.00   | 32,344.56    | 100.00% | 369,517.00     | 108,334.36   | 29.32% |



## **STAFF REPORT**

**TO:** Airport Commission

**VIA:** Brian J. Borne, City Manager

**DATE:** October 10, 2022

**FROM:** Peter Cevallos, Airport Manager

**PREPARED BY:** Peter Cevallos, Airport Manager

**SUBJECT:** Approval of Airport Fuel Storage Policy Revision and Aerowood Fuel Storage Agreement

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### **SUMMARY STATEMENT**

Staff is requesting the Airport Commission support the revisions made to City Policy MA-02, Charlotte-Monroe Executive Airport Fuel Storage Policy, and the associated fuel storage agreement with Aerowood Aviation, recommending that this request be forwarded to City Council for approval and execution.

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### **REVIEW**

At the Airport Commission September 12, 2022 meeting, a request by Aerowood Aviation for self-fueling was presented. The Commission discussed the request, and its impact to the City fixed base operation, and at the conclusion of the discussion directed staff to develop a fuel storage agreement as an alternative to Aerowood Aviation installing their own fuel tanks.

City Policy MA-02, Charlotte-Monroe Executive Airport Fuel Storage Policy currently allows certain corporate jet operators that have aircraft based on the airport in conjunction with long-term leases the opportunity to purchase aviation fuel in bulk and allowing such fuel to be stored in the City owned fuel facilities for a published fee, as an additional incentive for aircraft owners who consume large quantities of fuel. Staff has revised the policy, which has an associated agreement

incorporated into the policy, to be used as a viable alternative which could be offered to Aerowood Aviation.

Staff has made the following revisions to the policy:

- References to requiring aircraft to be based at the airport have been removed (this stems from guidance recently received from Dept. of Transportation; can be shared upon request)
- Expanded the fuel type to include both Jet-A and AVGAS: current policy is limited to Jet-A (storage/purchasing criteria remain the same); criteria for storage/purchase of AVGAS is a minimum of 50,000 gallons a year for eligibility
- Policy will require agreement to include list of eligible aircraft or fleet of aircraft that will be strictly employed when fuel requests are received

While the overall intent of policy is still intact and enforceable, the revisions would provide an avenue for a high volume user like Aerowood to benefit. Staff has discussed and shared the revised policy and associated agreement with Mr. Brandon Atkinson, Aerowood Aviation owner. He is aware of the requirements on aircraft, storage, use and he is in favor of proceeding with the fuel storage agreement as an alternative to him installing fuel storage tanks for his use.

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### **RECOMMENDATION**

Staff is requesting the Airport Commission support the revisions made to City Policy MA-02, Charlotte-Monroe Executive Airport Fuel Storage Policy, and the associated fuel storage agreement with Aerowood Aviation, recommending that this request be placed on the Consent Agenda for the October 11, 2022 meeting for City Council approval and execution.

Attachment(s):  
City Policy MA-02, Charlotte-Monroe Executive Airport Fuel Storage Policy  
Proposed Fuel Storage Agreement with Aerowood Aviation

|                                                                                   |                                                                |                                                                                  |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------------------------|
|  | <b>Policy:</b> Charlotte-Monroe Executive Airport Fuel Storage | <b>Effective Date:</b> November 20, 2007                                         |
|                                                                                   |                                                                | <b>Revision Effective Date:</b> October 7, 2008; April 2, 2019; October 11, 2022 |
|                                                                                   | <b>Policy Number:</b> MA-02                                    | <b>Page 1 of 4</b>                                                               |
|                                                                                   | <b>Brian J. Borne, City Manager</b>                            | <b>Charlotte-Monroe Executive Airport<br/>Responsible Party</b>                  |

**WHEREAS**, the City of Monroe may consider a request for fuel storage and service as defined in this policy to the extent that the City is able to accommodate the Airport's storage fuel tanks in support of bulk fuel storage for select customers; and

**WHEREAS**, the City may offer a favorable rate to the owners of eligible aircraft with the opportunity to purchase aviation fuel in bulk and allowing such fuel to be stored in the City owned fuel facilities for a published fee, as an additional incentive for aircraft owners who consume large quantities of fuel.

**NOW, THEREFORE**, the Monroe City Council adopts the following Fuel Storage Policy whereby aircraft owners are given this opportunity for storage and service under the following terms and conditions:

1. The City may dedicate select fuel storage tanks to support this service policy.
2. This service is limited to persons or entities with an active long-term hangar lease with the City of Monroe or owning a hangar at the Airport, until additional fuel storage tanks are constructed and made available for dedicated fuel service and storage services.
3. Depending on the type of aviation fuel purchased, the following minimum ownership requirements and consumption amounts shall apply:
  - a) For Jet-A fuel, persons or entities must own or have a controlling interest in eligible aircraft, and said aircraft shall consume a minimum of 20,000 gallons of Jet-A fuel annually to remain eligible for the service;
  - b) For Aviation Gasoline, persons or entities must own or have a controlling interest in eligible aircraft or multiples, such as a flight school fleet, and said aircraft or fleet of aircraft shall consume a minimum of 50,000 gallons of Aviation Gasoline (AVGAS) fuel annually to remain eligible for the service.
4. Only those aircraft identified within a fuel service and storage agreement (the "Agreement") will be eligible to receive fuel at the policy's rate.
5. This Agreement will be executed between the City and the qualifying purchaser for a period of twelve months (the "Initial Term") and shall automatically renew for additional twelve month periods (any one of which is referred to as a "Renewal Term") at the agreed fee, and as long the requirements set out in the Fuel Storage Policy are met. (See Appendix 1 for Agreement).
6. This fee is set for the length of the Initial Term of the Agreement. The agreed fee is subject to annual review, and if recalculation is necessary due to adjustment in the tax rate and the direct/indirect fueling costs incurred by the City, that fee will not be affected for the active term of any standing agreement, but it will be updated accordingly at the commencement of the next automatic Renewal Term immediately following the active term.
7. The airport manager shall be contacted prior to delivery of fuel who will determine if the fuel to be acquired is suitable for storage and if the City has sufficient capacity available for storage. If capacity is not available, no delivery will be accepted.
8. All fuel purchases must be from the City's approved fuel supplier, with the minimum quantity delivered being 8,000 gallons, or 1 tanker load.
9. Only fuel, which is properly certified and suitable for its intended use, may be delivered to City fuel facilities, and it shall meet or exceed all testing requirements the City uses for receiving fuel.
10. All deliveries to the City fuel facilities shall be under the supervision, inspection, and testing of City staff or their agents.

|                          |                                                          |                    |
|--------------------------|----------------------------------------------------------|--------------------|
| <b>Policy No.:</b> MA-02 | <b>Policy Name:</b> Monroe Regional Airport Fuel Storage | <b>Page</b> 2 of 4 |
|--------------------------|----------------------------------------------------------|--------------------|

11. The purchaser will pay the City for the actual gallon amount received into the City's facilities per the established fee in the City's Fees Schedule each time fuel is dispensed into the aircraft listed in the Agreement. The purchaser will also pay any related fees pursuant to the City's Fees Schedule.
12. The purchaser of fuel shall be solely responsible for the cleanup of any site that becomes contaminated due to the spillage or loss of fuel during delivery to the City facilities.
13. The purchaser, at its own expense, will name the City as an additional insured, and will furnish certificates of such insurance to the City with the provisions that the City will be given thirty days' written notice of any intent to terminate or modify such insurance by either purchaser or the insuring company.
14. The request for fuel will be done at normal hours of operations unless previously coordinated, and dispensed into those aircraft identified in the Agreement, per standard fueling practices.
15. The City staff will monitor the storage tank fuel level, and notify the purchaser when the fuel tank has approximately 15% of capacity remaining. Upon this notification, the purchaser shall have the tank resupplied.
16. Should the purchaser not have self-purchased fuel available for dispensing or should the total annual fuel purchased not meet the minimum fuel storage amount eligible for dispensing at the agreed fee, fuel will be offered at the full retail price by the City.

Appendix:

1. Fuel Storage Agreement

**CHARLOTTE-MONROE EXECUTIVE AIRPORT  
FUEL STORAGE AGREEMENT**

THIS FUEL STORAGE AGREEMENT (“Agreement”) entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **CITY OF MONROE**, a municipal corporation chartered under the laws of the State of North Carolina (hereafter "City of Monroe") and \_\_\_\_\_, (hereafter “Purchaser”).

**WITNESSETH:**

WHEREAS the City of Monroe has adopted a fuel storage policy (the “Policy”) authorizing owners of eligible aircraft at Charlotte-Monroe Executive Airport to acquire and deliver aviation fuel to Airport fueling facilities to be stored and dispensed into aircraft; and

WHEREAS the Purchaser seeks to purchase fuel for storage by the City of Monroe pursuant to said City Policy.

NOW, THEREFORE, in consideration of the mutual representations, covenants, benefits to be derived, and agreements contained herein and hereinafter set forth, City of Monroe and the Purchaser agree as follows:

During the term of this Agreement, the Purchaser is authorized to purchase bulk quantities of aviation fuel to be delivered and stored in City owned fueling facilities. Purchaser shall comply with all conditions set out in the Policy which is attached hereto and the terms of which are incorporated by reference as fully set out herein. The following aircraft, as shown within this table (or on the attached appendix for list of multiples) are eligible to receive fuel:

| <b>Aircraft Type</b> | <b>Make/Model</b> | <b>FAA Registration Number</b> |
|----------------------|-------------------|--------------------------------|
|                      |                   |                                |
|                      |                   |                                |

The term of this Agreement shall be for a period of twelve months (“Initial Term”) and shall automatically renew for additional twelve month periods (any one of which is referred to as a “Renewal Term”) as long as the requirements set out in the Policy are met. When the Purchaser does not meet the requirements of the Policy or fails to comply with City ordinance or policy, this Agreement shall automatically terminate, and Purchaser will not be able to store fuel in City facilities upon consumption of all fuel then stored with the City of Monroe. In addition, either party may terminate this Agreement upon thirty days’ notice to the other party, and upon such termination, the Purchaser may consume all fuel then stored with the City of Monroe under the terms of this Agreement.

The availability of storage will be determined at the City’s sole discretion. Depending on the availability of fuel storage capacity, the City of Monroe will designate the appropriate fuel storage tanks, when available, to support this service. Purchaser agrees to consume a minimum amount of fuel annually to remain eligible for the service, as defined by the Policy, and agrees to pay the City of Monroe for the amount received into City facilities, per gallon fee established in the City Fees Schedule, along with any other related fees, each time fuel is dispensed into the aircraft listed in this Agreement. This fee is set for the length of the Initial Term of this Agreement. The agreed fee is subject to annual review, and if recalculation is necessary due to adjustment in the tax rate and the direct/indirect fueling costs incurred by the City of Monroe, that fee will not be affected for the active term of any standing agreement, but it will be updated accordingly at the commencement of the next automatic Renewal Term immediately following the active term.

To the maximum extent allowed by law, the Purchaser does hereby, for itself, its heirs, executors, administrators, agents, officers and assignees, and anyone entitled to act on its behalf, release and discharge the City of Monroe from any and all claims of damages, loss, injury or liabilities of any kind suffered by it as a result of the activities arising pursuant to the Agreement. Purchaser assumes all risk associated with this Agreement, including but not limited to loss of fuel, deterioration or contamination of fuel, personal injury and damage to personal property associated with the delivery, storage, and aircraft fueling pursuant to this Agreement except for damages caused solely by the negligent acts of the City of Monroe, its employees, or agents. Purchaser, at its own expense, will name the City of Monroe as an additional insured, and will furnish certificates of such insurance to the City of Monroe with the provisions that

City of Monroe will be given thirty days' written notice of any intent to terminate or modify such insurance by either Purchaser or the insuring company.

To the maximum extent allowed by North Carolina law, the Purchaser agrees to indemnify and save the City of Monroe harmless from all suits, actions, debts, accounts, damages, and any reasonable costs, losses, and expenses arising out of any activities associated with this Agreement excluding any suits, losses claims or costs arising solely from the willful conduct or negligence of City of Monroe, its officers, agents and employees.

Any notice to be given hereunder shall be made in writing and mailed by first class U.S. Mail to each of the parties as hereinafter stated or to such other address, as such party may designate to the other in writing:

|                                                                            |                                             |
|----------------------------------------------------------------------------|---------------------------------------------|
| <b>City of Monroe</b><br>City of Monroe<br>P.O. Box 69<br>Monroe, NC 28111 | <b>Purchaser</b><br>_____<br>_____<br>_____ |
|----------------------------------------------------------------------------|---------------------------------------------|

Subject to the terms and provisions hereof, either party may assign or transfer its right hereunder upon written approval of the other party, such approval not unreasonably withheld.

This Agreement contains the entire understanding between the parties. No other agreement, statement, or promise made by either Party, orally or in writing, which is not contained in this Agreement shall be valid or binding.

This Agreement is subject to all present and future valid and applicable laws, rules, regulations, and statutes of any governmental authority having jurisdiction and the parties hereto agree to collaborate when necessary to obtain permits, certifications, licenses, or the like as may be required to comply with such laws and regulations.

Except as otherwise stated in this Agreement, if any article, paragraph, or provision of this Agreement is declared or rendered unlawful by a court or regulatory agency with jurisdiction is deemed unlawful for any reason, the remainder of this Agreement shall be not affected thereby and shall continue in full force and effect to the extent permitted by law.

E-Verify Requirement. The Purchaser shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if the Purchaser utilizes a subcontractor, the Purchaser shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate original by its duly authorized representatives.

|                                                                                  |                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Attest:</p><br><br><p>_____</p> <p style="text-align: center;">City Clerk</p> | <p style="text-align: center;"><b>CITY OF MONROE</b></p> <p>By: _____</p> <p style="text-align: center;">City Manager</p><br><br><p style="text-align: center;"><b>PURCHASER</b></p> <p>By: _____</p> |
|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**CHARLOTTE-MONROE EXECUTIVE AIRPORT  
FUEL STORAGE AGREEMENT**

THIS FUEL STORAGE AGREEMENT ("Agreement") entered into this the 11th day of October, 2022 by and between the **CITY OF MONROE**, a municipal corporation chartered under the laws of the State of North Carolina (hereafter "City of Monroe") and **AEROWOOD AVIATION**, (hereafter "Purchaser").

**WITNESSETH:**

WHEREAS the City of Monroe has adopted a fuel storage policy (the "Policy") authorizing owners of eligible aircraft at Charlotte-Monroe Executive Airport to acquire and deliver aviation fuel to Airport fueling facilities to be stored and dispensed into aircraft; and

WHEREAS the Purchaser seeks to purchase fuel for storage by the City of Monroe pursuant to said City Policy.

NOW, THEREFORE, in consideration of the mutual representations, covenants, benefits to be derived, and agreements contained herein and hereinafter set forth, City of Monroe and the Purchaser agree as follows:

During the term of this Agreement, the Purchaser is authorized to purchase bulk quantities of aviation fuel to be delivered and stored in City owned fueling facilities. Purchaser shall comply with all conditions set out in the Policy which is attached hereto and the terms of which are incorporated by reference as fully set out herein. The following aircraft, as shown within this table (or on the attached appendix for list of multiples) are eligible to receive fuel:

| <u><b>Aircraft Type</b></u> | <u><b>Make/Model</b></u>         | <u><b>FAA Registration Number</b></u> |
|-----------------------------|----------------------------------|---------------------------------------|
|                             | <b>&lt;SEE ATTACHED LIST&gt;</b> |                                       |

The term of this Agreement shall be for a period of twelve months ("Initial Term") and shall automatically renew for additional twelve month periods (any one of which is referred to as a "Renewal Term") as long as the requirements set out in the Policy are met. When the Purchaser does not meet the requirements of the Policy or fails to comply with City ordinance or policy, this Agreement shall automatically terminate, and Purchaser will not be able to store fuel in City facilities upon consumption of all fuel then stored with the City of Monroe. In addition, either party may terminate this Agreement upon thirty days' notice to the other party, and upon such termination, the Purchaser may consume all fuel then stored with the City of Monroe under the terms of this Agreement.

The availability of storage will be determined at the City's sole discretion. Depending on the availability of fuel storage capacity, the City of Monroe will designate the appropriate fuel storage tanks, when available, to support this service. Purchaser agrees to consume a minimum amount of fuel annually to remain eligible for the service, as defined by the Policy, and agrees to pay the City of Monroe for the amount received into City facilities, per gallon fee established in the City Fees Schedule, along with any other related fees, each time fuel is dispensed into the aircraft listed in

this Agreement. This fee is set for the length of the Initial Term of this Agreement. The agreed fee is subject to annual review, and if recalculation is necessary due to adjustment in the tax rate and the direct/indirect fueling costs incurred by the City of Monroe, that fee will not be affected for the active term of any standing agreement, but it will be updated accordingly at the commencement of the next automatic Renewal Term immediately following the active term.

To the maximum extent allowed by law, the Purchaser does hereby, for itself, its heirs, executors, administrators, agents, officers and assignees, and anyone entitled to act on its behalf, release and discharge the City of Monroe from any and all claims of damages, loss, injury or liabilities of any kind suffered by it as a result of the activities arising pursuant to the Agreement. Purchaser assumes all risk associated with this Agreement, including but not limited to loss of fuel, deterioration or contamination of fuel, personal injury and damage to personal property associated with the delivery, storage, and aircraft fueling pursuant to this Agreement except for damages caused solely by the negligent acts of the City of Monroe, its employees, or agents. Purchaser, at its own expense, will name the City of Monroe as an additional insured, and will furnish certificates of such insurance to the City of Monroe with the provisions that City of Monroe will be given thirty days written notice of any intent to terminate or modify such insurance by either Purchaser or the insuring company.

To the maximum extent allowed by North Carolina law, the Purchaser agrees to indemnify and save the City of Monroe harmless from all suits, actions, debts, accounts, damages, and any reasonable costs, losses, and expenses arising out of any activities associated with this Agreement excluding any suits, losses claims or costs arising solely from the willful conduct or negligence of City of Monroe, its officers, agents and employees.

Any notice to be given hereunder shall be made in writing and mailed by first class U.S. Mail to each of the parties as hereinafter stated or to such other address, as such party may designate to the other in writing:

|                              |                          |
|------------------------------|--------------------------|
| <u>City of Monroe:</u>       | <u>Purchaser:</u>        |
| City of Monroe               | AEROWOOD AVIATION        |
| P.O. Box 69                  | 3900 Paul J. Helms Drive |
| Monroe, North Carolina 28111 | Monroe, NC 28110         |

Subject to the terms and provisions hereof, either party may assign or transfer its right hereunder upon written approval of the other party, such approval not unreasonably withheld.

This Agreement contains the entire understanding between the parties. No other agreement, statement, or promise made by either Party, orally or in writing, which is not contained in this Agreement shall be valid or binding.

This Agreement is subject to all present and future valid and applicable laws, rules, regulations, and statutes of any governmental authority having jurisdiction and the parties hereto agree to collaborate when necessary to obtain permits, certifications, licenses, or the like as may be required to comply with such laws and regulations.

Except as otherwise stated in this Agreement, if any article, paragraph, or provision of this Agreement is declared or rendered unlawful by a court or regulatory agency with jurisdiction is deemed unlawful for any reason, the remainder of this Agreement shall be not affected thereby and shall continue in full force and effect to the extent permitted by law.

|                          |                                                                     |                    |
|--------------------------|---------------------------------------------------------------------|--------------------|
| <b>Policy No.:</b> MA-02 | <b>Policy Name:</b> Charlotte-Monroe Executive Airport Fuel Storage | <b>Page 5 of 5</b> |
|--------------------------|---------------------------------------------------------------------|--------------------|

E-Verify Requirement. The Purchaser shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if the Purchaser utilizes a subcontractor, the Purchaser shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate original by its duly authorized representatives.

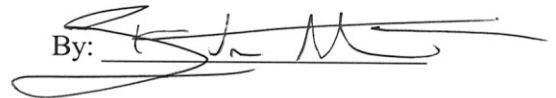
CITY OF MONROE:

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

ATTEST:

\_\_\_\_\_  
Bridgette Robinson, City Clerk

PURCHASER: Aerowood Aviation

By: 

**AUTHORIZED AEROWOOD AIRCRAFT – FUEL STORAGE AGREEMENT**

| <b><u>Aircraft Type</u></b> | <b><u>Make/Model</u></b> | <b><u>FAA Registration Number</u></b> |
|-----------------------------|--------------------------|---------------------------------------|
| TRAINER                     | CESSNA 150L              | N19289                                |
| TRAINER                     | CESSNA 172M              | N20052                                |
| TRAINER                     | CESSNA 172M              | N20997                                |
| TRAINER                     | CIRRUS SR22              | N122VS                                |
| TRAINER                     | CIRRUS SR22              | N124JF                                |
| TRAINER                     | CIRRUS SR22T             | N138PG                                |
| TRAINER                     | CHAMPION 7AC             | N1418E                                |
| TRAINER                     | CESSNA 172G              | N144PW                                |
| TRAINER                     | CIRRUS SR22              | N15LH                                 |
| TRAINER                     | BEECH G33                | N1533W                                |
| TRAINER                     | CESSNA 172H              | N2600L                                |
| TRAINER                     | CIRRUS SR22T             | N270AD                                |
| TRAINER                     | CESSNA 172H              | N2866L                                |
| TRAINER                     | CESSNA 150G              | N3727J                                |
| TRAINER                     | CESSNA 172H              | N377MM                                |
| TRAINER                     | CIRRUS SR22              | N401TT                                |
| TRAINER                     | CIRRUS SR22T             | N468KA                                |
| TRAINER                     | PIPER PA-34-200T         | N52MC                                 |
| TRAINER                     | CIRRUS SR22              | N523KT                                |
| TRAINER                     | CESSNA 172N              | N5385J                                |
| TRAINER                     | CIRRUS SR22T             | N546PA                                |
| TRAINER                     | CIRRUS SR22T             | N7778T                                |
| TRAINER                     | CIRRUS SR20              | N782JR                                |
| TRAINER                     | CIRRUS SR22T             | N800ST                                |
| TRAINER                     | CESSNA 172H              | N8081L                                |
| TRAINER                     | CESSNA 172H              | N8815Z                                |
| TRAINER                     | CIRRUS SR22T             | N918JW                                |
| TRAINER                     | CIRRUS SR20              | N918WT                                |
| TRAINER                     | BEECH C23                | N9236S                                |
| TRAINER                     | CESSNA 172F              | N933P                                 |
| TRAINER                     | PIPER PA-28R-200         | N98JG                                 |



## **STAFF REPORT**

**TO:** Airport Commission

**VIA:** Brian J. Borne, City Manager

**DATE:** October 10, 2022

**FROM:** Peter Cevallos, Airport Manager

**PREPARED BY:** Peter Cevallos, Airport Manager

**SUBJECT:** ATP Proposal for Flight School Operation

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### **SUMMARY STATEMENT**

ATP Flight School is interested in operating a flight training center at the Airport. They request to lease ground space in the vicinity of Main Terminal building for the installation of a temporary modular facility and tie-down parking spots to support basing aircraft at the airport.

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### **REVIEW**

ATP Flight School is a national flight school company that currently operates 74 training centers across the country, the nearest facility located at the Concord Regional Airport. They seek to establish a second training center for the Charlotte metropolitan area as they see a potential for growth, and have identified the Airport as a potential location with strong demand for our training.

Staff has met with the ATP officials and toured the airport facilities, and ATP is interested in establishing a presence on the Airport. As there are no existing available facilities to accommodate their request, and to ensure they meet the requirements of City Policy MA-01, Minimum Standards for Commercial Aeronautical Activities and Fixed Base Operations, ATP is proposing to install a 24' x 56' modular office unit on the edge of the ramp area to the north of the terminal to support their classroom and office space requirements. Their installation plan would include adjusting the current fence line and installing a sidewalk from the existing terminal parking lot to provide public access to the facility while also providing them access to their aircraft on the adjacent ramp.

Their attached proposal provides further detail on their company, their short-term and their long-term plans for their presence on the airport.

Staff supports this proposal and, pending any further guidance, would begin determining the correct siting of the proposed facilities so a lease can be prepared for Airport Commission's consideration at a future date.

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### **RECOMMENDATION**

Staff requests the Airport Commission authorize staff to negotiate a lease with ATP Flight School for consideration.

Attachment(s):  
ATP Flight School Proposal



October 4, 2022

Peter Cevallos  
Airport Manager , Charlotte - Monroe Executive Airport  
3900 Paul J. Helms Drive  
Monroe, NC 28110

**RE: Proposal for ATP to Operate a Flight Training Center at KEQY**

Mr. Cevallos:

Please accept this correspondence as ATP Flight School's proposal to operate a flight training center at the Charlotte - Monroe Executive Airport (KEQY). ATP is negotiating in good faith to lease ground space in the vicinity of 3900 Paul J. Helms Drive for the installation of a temporary modular facility.

Additionally, we would require tie-downs to support aircraft basing at the airport.

Enclosure (1) provides additional details of our proposal, the company's background and future plans for the area.

ATP's planning team is standing by to discuss terms to support the development of a lease. We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, reading "Mark Butler". The signature is written in a cursive, flowing style.

Mark Butler  
Director of Planning and Development

Encl 1 - ATP's proposal to operate at KEQY



## **Enclosure (1): ATP Flight School's Proposal to Operate at the Charlotte - Monroe Executive Airport**

### **Introduction**

ATP currently operates 74 Training Centers across the United States with the nearest facility located northeast of Charlotte, NC. ATP is looking to establish a second Training Center in the Charlotte metropolitan area and after researching the local demographics and reviewing our internal data, the Monroe area was identified as a potential location with strong demand for our training.

### **Background**

- As background, ATP was founded in 1984 by its current ownership and executive management team and has steadily grown to become the largest flight training company in the United States. Through efficient, highly focused training towards FAA pilot certification, ATP prepares men and women for professional pilot careers with airlines, corporate flight departments, air charter companies, flight schools, and U.S. military pilot slots.
- ATP pioneered cost-effective, accelerated, multi-engine flight training with an emphasis on pilot career development, and later expanded its course offering to include its Airline Career Pilot Program, a training program for U.S. students to train from Private Pilot thru Commercial Pilot with Flight Instructor Certificates. This highly successful program led ATP to become the number one source of pilots to the regional airlines, having the *highest ratio of airline placements to students* of any flight school, aviation college, or flight academy.

### **ATP by the Numbers:**

- Operates 74 Training Center across the United States
- Owns and operates the largest training fleet in the world with 484 aircraft.
- The fleet consists 196 Piper Archers, 193 Cessna Skyhawks 172s and 96 Piper Seminoles.
- Operates 18 regional maintenance centers across the U.S.



- Utilizes 142 company owned simulators.
- 1250 ATP graduates have been hired by U.S. airlines in the last 12 months.
- ATP's partners with 38 airline, cargo, and corporate operators ensures our graduates have the best possible career opportunities.
- ATP averages over 40,000 flight hours per month and almost 9,000 FAA certificates annually.

### **Proposal**

Since we have not been able to identify any available office spaces at the Charlotte - Monroe Executive Airport, ATP is proposing to install a 24' x 56' modular unit on the edge of the ramp area to the north of the terminal and as depicted in exhibit A. Our plan calls for adjusting the current fence line and installing a sidewalk from the existing terminal parking lot to provide public access to the facility while also providing us access to our aircraft on the adjacent ramp. The unit would provide 1,344 square feet of office space and two restrooms. We anticipate that the trailer would adequately support training of 20 - 25 students at one time.

### **Next Steps**

If the board agrees to the proceed, we would propose the following next steps:

- Negotiate terms for land lease to support the installation of the modular.
- Contract an engineering company to lay out a site plan to be reviewed and approved by the airport.
- Have a general contractor provide a proposal and plan to install the modular unit.

### **Future Development**

While we are very optimistic about the business potential in the area, it typically takes us one to two years to develop a significant enough demand to commit to the construction of a permanent facility. In the future, we anticipate that we would seek to construct either a 80' x 80' or 100' x 100' hangar along with 2,000 to 3,000 square feet of office space to support training and maintenance operations.



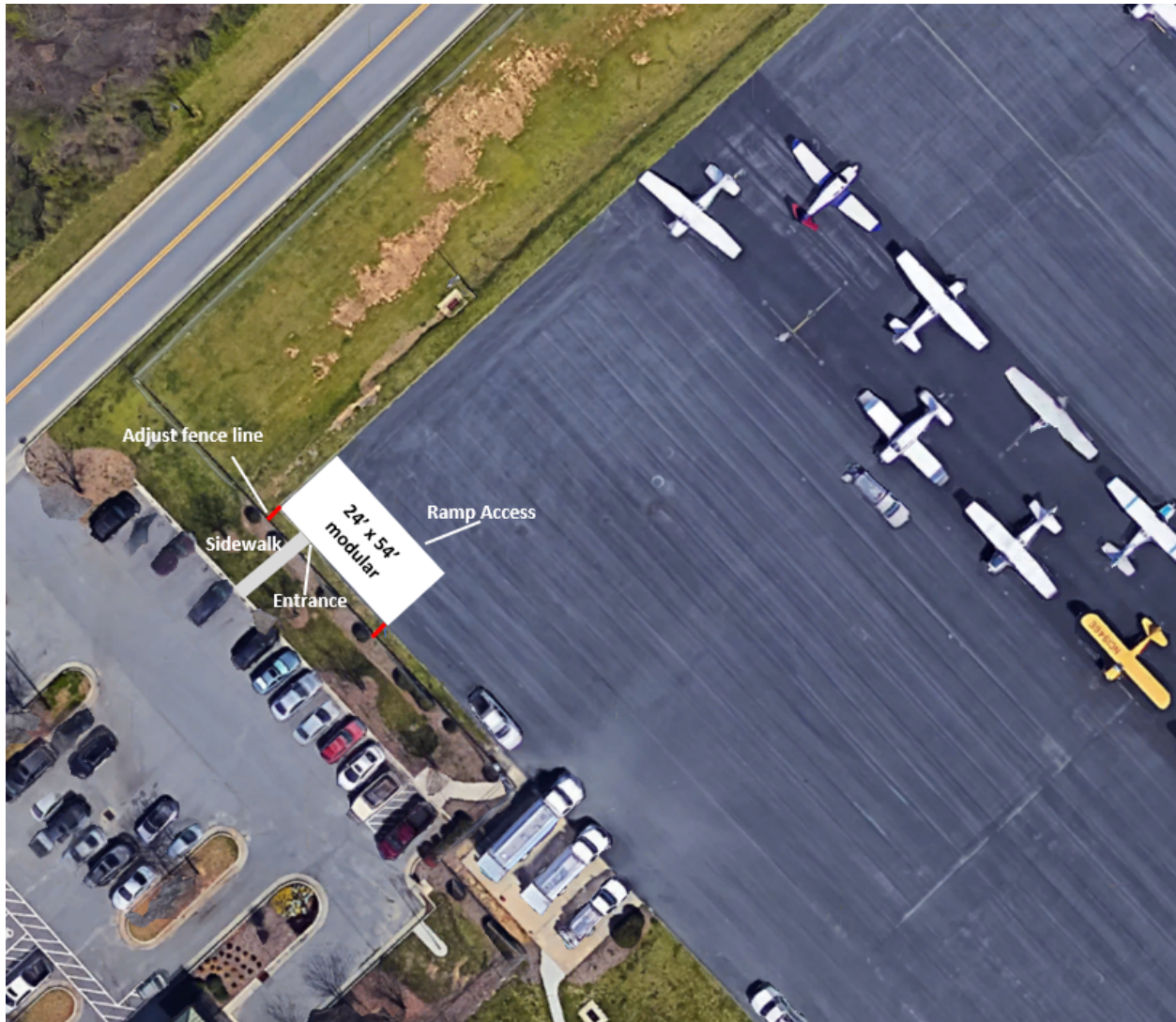
As a reference point, our facility northeast of Charlotte, consists of a training center and a maintenance facility which operates out of a 12,000 square foot complex with approximately 3,000 square feet of office space. This operation provides over 25 jobs to the local community and purchases over 120,000 gallons in fuel annually from the local city-owned FBO.

### **Summary**

ATP's goal is to work in conjunction with the airport's staff and the City of Monroe to establish a world-class training facility at KEQY to serve the local area residents. We feel this partnership would not only bring jobs and prestige to your airport, but also generate significant revenue for the City in the form of rent payment and fuel sales. ATP's development team is standing by to discuss this proposal.



## Exhibit A - Initial Site Layout





## Exhibit B - Modular Layout and Photo

