



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

5:00 PM - June 12, 2023

MEETING AGENDA

- 1. Call to Order and Welcome Guests**
- 2. Minutes for Approval**
- 3. Department Report**
 - a) Operations**
 - b) Financial**
 - c) Project/Grant Status**
 - d) Meeting With NC DOT Results**
- 4. Charlotte-Monroe Executive Airport Master Service Agreement for Airport Consultant Services**
 - a) Renewal Agreement with Talbert, Bright and Ellington, Inc.**
- 5. David Byers Presentation Updating BCA Numbers and Status**
- 6. Adjourn**

Next Meeting:



**Monroe Airport Commission Regular Meeting
City Hall Conference Room
5:00 pm – May 8, 2023**

Chair: Mr. Gary Wilfong

Attending Members: Council Member James Kerr (ex-officio), Ms. Hayden Desio-Munn, Mr. David Dotson, Mr. Patrick Furr, Mr. John Wiggins, Mr. John Stephens

Staff in Attendance: Mr. Mark Watson, Mr. Richard Long, Mrs. Lisa Strickland, Mr. Bob Heitz, Mrs. Cindy Brooks, Mr. Pete Hovanec

Engineer of Record Attendee: Mr. Pat Turney

Visitor: Council Member Lynn Keziah, Mr. Jeff Lewis, Mr. Don Edwards, Mr. Carl Ellington, Mr. Michael Player, Mr. Brooks Durham

1. Call to Order and Welcome Guests

Chair Wilfong called the meeting to order at 5:00 pm on May 8, 2023, welcoming the Commissioners, staff and guests.

Chair Wilfong calls to modify the agenda, asking to add Brooks Durham to speak about noise procedures for the airport.

Motion: Ms. Desio- Munn made a motion to add Brooks Durham to the agenda to speak about noise procedures at for the airport.

Second: Mr. Wiggins

Action: The motion to add Brooks Durham to the agenda to speak about noise procedures at for the airport passed unanimously with the following votes:

AYES: Mr. David Dotson, Ms. Hayden Desio-Munn, Mr. John Stephens, Mr. Patrick Furr, and Mr. Gary Wilfong, Mr. John Wiggins

NAYS: None

Chair Wilfong calls to modify the agenda asking to add Pete Hovanec to speak about Tinkerbelle.

Motion: Mr. Stevens makes a motion to have Pete Hovanec talk about Tinkerbelle.

Second: Ms. Desio-Munn

AYES: Mr. David Dotson, Ms. Hayden Desio-Munn, Mr. John Stephens, Mr. Patrick Furr, and Mr. Gary Wilfong, Mr. John Wiggins

NAYS: None

2. Minutes for Approval:

Approval of the minutes for the April 10, 2023 meeting was requested.

Motion: Ms. Desio-Munn made a motion to approve the minutes of the April 10, 2023 meeting.

Second: Mr. Stephens

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

AYES: Mr. David Dotson, Ms. Hayden Desio-Munn, Mr. John Stephens, Mr. Patrick Furr, and Mr. Gary Wilfong, Mr. John Wiggins

NAYS: None

3. Recognition of New Council Representative

Chair Wilfong recognized the newest member of the commission and thanked Council Member Keziah for all his years of service to the commission, his expertise and all he brought to the table to help make the airport what it is today. After a round of applause, Council Member Kerr is recognized as the filling Council Member Keziah's shoes. Council Member Kerr expressed his honor to be working with the board and looks forward to making the airport a greater asset to the City of Monroe. Chair Wilfong expressed that he felt we have a good commission and a bright future for the airport. Ms. Desio-Munn asked Mr. Long about Council Member Kerr not holding a voting seat. Mr. Long confirmed that Council Member Kerr is an Ex Officio, so he does not hold a voting seat. Ms. Desio-Munn confirmed that was what she was asking about.

4. Department Report

Presenter:

Mr. Mark Watson

a) Airport Personnel Update:

Mr. Watson explained that there had been a change in personnel at the airport, and that he had accepted Mr. Peter Cevallos's resignation. Mr. Watson then introduced Mr. Bob Heitz as the interim Airport Manager. Mr. Watson acknowledged Mr. Heitz's over 30 years of experience and stated that he has been very impressed with how Mr. Heitz handles himself, interacts with staff and customers, and how he is very knowledgeable about the operations of the airport. Mr. Watson stated he appreciated Mr. Heitz stepping up and into the interim manager role. Mr. Watson stated that he has been asked several times about recruitment, but that there several things operationally and administratively that need to be addressed at the airport before we open that up for recruitment.

b) Airport Leases and Contracts Audit

Mr. Watson explained that it had come to his attention that a lot of the lease at the airport were inconsistent and needed to be updated. Mr. Watson thanked Lisa and Ashley and the accounting department for building an inventory of all the leases. Mr. Watson explained that they will be going through the leases and making sure everyone is being charged what they need to be charged. Mr. Watson went on to explain that when the process is finished the leases will be entered into the financial system at City Hall. Mr. Watson also explained that they will be looking at the airport's revenue projections. Mr. Watson stated he has enlisted Carl's assistant at TBE to look at market rates for all types of services offered. Mr. Watson stated that he'd get back to the board with the market rate findings vs what the airport is actually charging to see how it compares. Mr. Watson also stated that they will be reviewing lease revenue against market rates to see if any adjustments need to be made. Mr. Watson also stated that he is looking at a five-year financial plan, including all the debt and revenue of the airport, and make projections the best we can.

- Chair Wilfong asked if the leases aren't meeting what they need to be meeting, are they amendable.

- Mr. Watson replied that it remains to be seen as some leases are month to month and some are long term. He also stated the city attorney Mr. Long would be reading over them. Also, that TBE has some resources that pertain specifically to airport leases, and that they offer consulting services to other airports so we can find out what people are used to seeing across the region.

c.) Airport Property Upgrades and Improvements

Mr. Watson discussed how the personnel change and the preparing for the Wells Fargo Golf Tournament traffic at the airport, all led to some upgrades and changes made at the airport. Mr. Watson highlighted the hundreds of man hours spent mowing the grass and clearing the fence line of vines, saplings and bushes. He praised the city staff for doing an excellent job. Mr. Watson explained that the city has a contract proposal to do more fence line cleaning. Mr. Watson explained that the current landscaping contract is not adequate and he will be looking into changing it in the future. Mr. Watson described the trees that were removed from the airport grounds and the flowers that were brought in by the city facilities workers.

- Ms. Desio- Munn asked if the event helped the city and city officials see that the we need some serious..
- Mr. Watson replied yes, that most of the city councilmembers have been out to the airport and taken interest. He stated that they've been very complimentary of staff and
- Ms. Desio-Munn commented that it takes a whole group to be involved, not just one person.

Mr. Watson discussed the ceiling in the airport portico is about to fall. Mr. Watson stated that they've had some contractors out, to fixing it/replace it would be almost 27 thousand dollars. He explained it's sheetrock and that would be the cost to put the ceiling back up the right way. He also stated the work is scheduled to start soon.

- Council Member Kerr asked what they will be replacing the sheetrock with.
- Mr. Watson answered it will be sheetrock but they will be adding some supports to it.

Mr. Watson then explained the changes inside the terminal, including all the carpet in the vestibules was replaced, over 46 2x2 light fixtures were replaced, the bathrooms were stripped of old wallpaper then painted and new light fixtures added, a new ice maker, and the catering cooler was replaced. Mr. Watson explained that there was general cleaning that had occurred and there is still cleaning, all the lobby furniture was replaced from a warehouse found in Hickory. He explained that Council Member Kerr's wife Dana drew up the plans and decided on colors. Mr. Watson then thanked Lisa for Shepparding the paperwork and the payment to get the furniture from Century Furniture Hancock and Moore.

- Council Member Kerr explained that Maitland- Smith liked what Mrs. Kerr did with the lobby so much they want to feature it on their international website. He stated that the Monroe Airport will get international exposure.
- Ms. Desio-Munn asked how many days it took.
- Mr. Watson asked which part.
- Ms. Desio-Munn responded to get it all done.
- Mr. Watson responded that it all happened within a matter of a few weeks, it was a lot of work.

Mr. Watson then went on to describe some life safety issues outside that had been corrected. Including electrical issues with the self -serve AV Gas pump that was fixed. Mr. Watson discussed the trucks, beginning with one jet fuel truck that couldn't be used because the nozzle leaked, after bringing someone out to look at it, it was determined that type nozzle isn't made anymore so it had to be replaced. Mr. Watson then explained that the AV Gas truck had to have a whole new hose, plus two safety cut offs that needed to be repaired. Mr. Watson explained that the AV Gas truck was a request to be replaced in the budget at \$166,000 this year, but with all the information we've learned, that can be on the budget for next year now that repairs have been made. Mr. Watson then expressed how all of this couldn't have happened without the staff at the airport jumping in and making sure customer were taken care of, without the support of council, without staff, specifically calling out Mrs. Lisa Strickland and Mr. Pete Hovanec for all their help. Mr. Watson then praised the men and women from several different departments for their handiwork out at the airport, and said how proud of them all he is.

- Chair Wilfong asked what provisions will be in place so the same level can be maintained.
- Mr. Watson responded that we're going to have to. Mr. Watson explained that there is still work to be done, that he'd like to have another conversation with the contract cleaning service. Mr. Watson explained that he'd met with the staff, both am and pm, at the airport, and he'd like to have a meeting with all of them together. Mr. Watson mentioned the idea of buying dinner one night for everyone to meet after work. Mr. Watson expressed some other topics he'd like to discuss with airport staff, a discussion ensued regarding some of those topics.
- Chair Wilfong commented that if the word executive is in the title of the airport we need to make it that way.

Mr. Watson expressed that he's committed Mr. Bob Heitz is committed. The staff is committed, and we'll get through it. Mr. Watson then asked Mr. Bob Heitz to go over some of the stats.

d) Monthly Reports: April Fuel Numbers, Operations, Wells Fargo Tournament Traffic Results

Mr. Robert Heitz reported:

Fuel numbers for April

- Avgas – 10,299 Gals.
- Jet A – 27,876 Gals.

Flight tracking for the week 8/1-8/7

		Air Boss		
• 1200 Aero (virtual Tower)				
Mon	97	109	↑12%	*Bad Cross winds
Tue	131	152	↑14%	
G35				
Wed	94	97	↑3%	
Thu	253	303	↑16.5%	
Fri	262	333	↑21%	
Sat	335	381	↑12%	
Sun	243	280	↑13%	
1415 Total for the week		1655 Total for the week		↑15%

Total Operation for the month of April – 6,110

- Possible reason for low traffic counts

Mr. Robert Heitz explained that he heard nothing but positive feedback from the temporary tower being there. Mr. Heitz also explained the difference between the virtual tower numbers and the manned tower, it's about 15% greater numbers coming from people being in the towers. Mr. Heitz explained that he felt the airport overestimated for the traffic for the golf tournament. Mr. Heitz also explained that in the future there will be earlier notifications out to the AOPAs.

- Ms. Desio-Munn asked if there is a customer email list.

- Mr. Heitz responded that there is.
 - Ms. Desio-Munn asked if the customers knew the tower was coming.
 - Mr. Heitz responded they did just not early enough.
 - Council Member Kerr asked if the notification went out at three weeks.
 - Mr. Heitz responded it was a little more than three weeks, but the three weeks were when it was pushed more. Mr. Heitz added that it was just late.

A discussion ensued weighing self-serve gas being closed due to safety concerns during event, communication and marketing that occurred and needs to be improved for future events.

f) Mr. Brooks Durham Speaks regarding noise complaint

Mr. Brooks Durham, a resident of St. John's Forest, addressed the commission regarding noise consistency of the planes, and LEQ situation, over the same three streets in his neighborhood. Mr. Durham noted a noticeable increase as of October of this year. Mr. Durham explained that the noise starts around 7:30am and continues all day, noting his neighbors have complained as well, but weren't willing to speak up.

- Chair Wilfong explained that it is an uncontrolled field and there is a flight school, he went on to explain some of the flight patterns. Chair Wilfong also explained that it is a goal of the airport to get an air traffic control tower. Chair Wilfong explained that the tower would control where the planes go, which would make things get better.
- Council Member Kerr asked if we have the capability to speak with the flight schools.
- Mr. Heitz responded that he needs to look into that, and that he'd like to find out if they can extend their departure further down.
- Council Member Kerr expressed that he'd like to know what changed as of October.
- Ms. Desio-Munn asked what is the best thing for Mr. Durham to tell his neighbors.
- Mr. Stephens responded that there is more noise because they are climbing heading towards you. Mr. Stephens went on to explain the directives required by the FAA on take offs.
- Council Member Kerr noted that the houses have been there a long time, and that something changed in October to make it more noticeable.
- Mr. Stephens suggested talking to the flight school to see if something changed.

After some general discussion, Chari Wilfong asked if there was any final solution for Mr. Durham. Mr. Stephens suggested the only real option is to speak to look at the box and find out what it is, and if it is impacting a corner of the neighborhood, then extend it or cut it short. Chair Wilfong thanked Mr. Durham for bringing it to the commission's attention and explained, that it could not be fixed that night but would be looked into.

g) Pete Hovanec to Speak about Tinkerbelle

Mr. Pete Hovanec addressed the commission regarding the future of Tinkerbelle. Mr. Hovanec explained that the City of Monroe, Tourism and Development Authority have owned Tinkerbelle for the past 11 years, she was brought on to take to air shows to promote our aerospace industry. Mr. Hovanec explained that for many years Tinkerbelle was successful, but over the past few years it has become more challenging with the increase in price in parts, and difficulty to find mechanics and pilots to fly her, thus the Tinkerbelle has gone to less and less airshows. Mr. Hovanec recapped that at the last Airport Commission meeting the commission had expressed not wanting Tinkerbelle on the airfield any longer. Mr. Hovanec told the commission that they do have a buyer for Tinkerbelle, the Military Aviation Museum in Virginia Beach. Mr. Hovanec explained that they are moving forward with the sale, and the item is on City Council's agenda for June, and has already passed General Services, and Tourism and Development has approved as well. Mr. Hovanec explained that they have hangar 8 at the airport and pay \$1761.00 a month for the hangar, and that they would like to keep that hangar as long as possible, explaining that they do use it for airshow related. Mr. Hovanec expressed that he understands that Tinkerbelle and the airshow are secondary to the airport's success, and that if this is the commission's wishes, then so be it.

- Ms. Desio-Munn asked how they will get Tinkerbelle in the air.
- Mr. Hovanec responded that they will fly it there.

Mr. Hovanec then explained that there are plans to have a final weekend for Tinkerbelle for some flights. Mr. Hovanec stated they've negotiated an offer of \$112,500.00 for the aircraft, City of Monroe purchased the aircraft for \$150,00.00 eleven years ago. Mr. Hovanec explained that they have assurances from the organization that they will maintain the Tinkerbelle, using it for training and historical educational purposes. Mr. Hovanec explained that the money will go back to the capital tourism fund since that is who paid for the aircraft. Mr. Stephens commented he'd like to be alerted to the final weekend, and Mr. Hovanec agreed, commenting that the news of the Tinkerbelle leaving had not been discussed outside of city meetings yet. Mr. Hovanec was planning to inform the group Warriors and Warbirds that weekend. Mr. Hovanec also explained that they made an

agreement with the organization purchasing Tinkerbelle, that they will bring her back for free to future airshows, meaning no charge but they will pay for her fuel.

h) Update on Grant Funding

Mr. Mark Watson calls on Carl Ellington from Talbert, Bright and Ellington to give the update on where the City of Monroe is on the master plan of the project and what needs to happen next to move that process forward. T B and E brought several visual aids, including maps and charts to aid in their presentation. Mr. Pat Turney presented 4 different 5 year planning cycles. Mr. Turney then offered to have a workshop since there are new staff and commission members to get into further details.

- Mr. Watson asked if the plan had been shared in its full extent with the airport commission.
- Mr. Turney explained that it was shared briefly last year, but it is now a signed finished product.
- Mr. Watson asked the commission if that is something they would like to do, and would they like to have joint meeting with the City Council to see it at the same time. To which Mr. Watson received several answers of yes from the commission.

Mr. Ellington explained that what they were presenting was a 5 year, 10 year and ultimately a 20 year plan, as he demonstrated with the visuals present. Mr. Turney then explained the plan for the first 5 years of what's on the ALP update of the master plan that has been approved, that the focus is on the airfield. Mr. Turney explained the runway is not at the strength it needs to be, the state has not approved yet to do the full strengthening, so the interim strengthening is what they are considering. Mr. Turney used the visuals to explain the runway going to an 80k pound strengthening.

- Council Member Kerr asked what the difference in cost would be.
- Mr. Turney answered the 80k pound strengthening would be roughly 6 million, and the 95k pound strengthening would be another 5-6 million additional.
- Mr. Dotson asked if the city has to put in money for that, matching or a percentage.
- Mr. Turney responded yes, that typically the city would put up 10% to match.
- Chair Wilfong asked about the runway currently being at 67k pound strength and would taking it to 95k pound for roughly 12 million dollars, what value would that add to the airport.

- Mr. Ellington responded that is part of the benefit cost they look at and they'd be reporting that.
- Chair Wilfong then commented that he heard the grant has been approved to add the parallel taxiways.
- Mr. Turney responded that yes that was a prior approval with the STI program that the state has put through the state legislative actions, but for an unknown reason it is not currently on the approved projects list. They are reaching out to the NPO to ask what happened to that project.
- Council Member Kerr asked when it was approved.
- Mr. Turney answered 5/6 years ago.
- Council Member Kerr asked if we just lost the file.

Mr. Turney stated he didn't know how it happened, but it's not there right now. Mr. Turney also spoke about interesting things can happen, and priorities shifting, also they were under the understanding that the strengthening of the runway project was going to be funded 7-8 years ago but died on the vine. General discussion followed regarding the capability to start projects with Mr. Ellington confirming they want to move forward with what the commission wants to do. Mr. Ellington explained that the commission will need to prioritize and identify the projects they want to move forward with so funding can be approved. Mr. Turney explained the two projects that are ready to go as soon as the city approves. Mr. Turney listed the two projects as the approach clearing and the fencing around parts of the perimeter to be secured better.

- Ms. Desio-Munn asked how much that would cost.
- Mr. Turney responded it's about 1.5 million it does both ends.
- Council Member Kerr asked if we could do the work ourselves.
- Mr. Watson responded that there may be cheaper options but there are many services that go into it and it may be more expensive that way.
- Chair Wilfong asked if we have the workshop and decide this is our priority can recommend to City Council
- Mr. Watson responded that part of the problem is City Council hasn't seen this. Mr. Watson added that they need to chance to see and understand then they can give some direction.

Mr. Turney then explained the second project is the rehabilitation of the aircraft apron areas, D, E and part of F, adding that A, B and C were rehabilitated about two years ago. Mr. Turney used the visual displays to explain the details of the project. Mr. Ellington asked the value of the project with Mr. Turney answering it is about 5.6 million. Mr. Ellington went

on to explain the bidding process for grants for the project, and explained they'd talk more about the subject later.

- Ms. Desio- Munn requested clarification that the apron project cost is \$5.6 million and the re-stabilizing of the runway to 95k pounds cost is about 6 million.
- Mr. Turney clarifies it is in addition to.
- Council Member Kerr asks if these two projects in addition to the taxiway are all ready to go.
- Mr. Turney responded that no, only the obstruction removal and the apron rehabilitation, and demonstrated with visual aids.
- Council Member Kerr expressed that he thought the taxiway was approved.
- Mr. Turney explained that the taxiway was on the approved list a few years ago but is not on there anymore, adding they need to find out why.

General discussion followed over why the taxiway may have come off the list, and Mr. Ellington explained that there are ways it may have been lost, and possible next steps. Mr. Stephens asked Mr. Turney what he needs from the commission at this point. Mr. Turney responded that some recognition, even a head nod, to let them know that the two projects they have ready to go to be able to move forward and get them knocked out. General discussion followed again pertaining to the visual aids of the airfield and future hangars. Mr. Wiggins inquired about the location of the hangar they already have a lease on, and Mr. Ellington and Mr. Turney explained with the visual aids. More general discussion followed regarding the obstruction plan and runway re-stabilization, including Mr. Dotson and open discussion working to clarify the figures for runway project. Mr. Ellington gave more information about the hangar projects.

- Mr. Dotson asked if there is a time limit on these two things.
- Mr. Ellington responded no.
- Mr. Dotson asked if the commission were to take no action that night and wait for the workshop, it wouldn't hurt anything since there is not timeline.
- Mr. Ellington responded no, it is only costing time to wait on the projects, but did caution that the grant is available now and may not want to leave it sit.
- Mr. Dotson then asked if when the apron is done it will be able to hold 95 thousand.
- Mr. Turney explained that they would strengthen the T shape area in the middle to 95 thousand pounds, and the areas on either side would be at 50 thousand.
- Mr. Dotson asked what the chances are of not receiving the grant to do the runway at the higher strength.
- Mr. Watson explained that Senator Tillis's aid had been to the airport and they'd had discussions about the strengthening of the runway.
- Mr. Watson noted that they'd have to go to Memphis and meet with the FAA, and Senator Tillis's office will be by their side.
- Mr. Watson explained that the big ticket ask is \$14 million for the runway.

- Mr. Wiggins asked Mr. Watson his thoughts on the sequencing.
- Mr. Watson responded that the 1.5 million to clean up the end of the runway and get the fence fixed first has to be number 1. He also stated that while they are doing that project they can meet with the FAA to see if they will give them the money for the other projects.
- Mr. Watson stated that there is \$4 million dollars in a general assembly fund for a tower right now.
- Chair Wilfong asked if it would be helpful to make a motion that we continue with the \$1.5 million thing to make a recommendation to you.
- Mr. Watson responded that of there is a recommendation for the 1.5, then the next step would be to go to council, that would be at the June Meeting.

Motion: Mr. Dotson makes a motion that we go forward with the clearing project because it's a safety issue and it needs to be done now.

Second: Mr. Wiggins

Action: To go forward with the clearing project because it's a safety issue and it needs to be done now.

AYES: Mr. David Dotson, Ms. Hayden Desio-Munn, Mr. John Stephens, Mr. Patrick Furr, and Mr. Gary Wilfong, Mr. John Wiggins

NAYS: None

- Mr. Watson asked if there is consensus from the group to move forward with the discussions with the FAA and Senator Tillis's office about the runway strengthening and possible funding.
- Mr. Dotson asked if that required anything form the commission.
- Mr. Watson responded no, it's not a vote but if you want to make a recommendation.
- Chair Wilfong suggested they make a motion.

Motion: Ms. Desio-Munn makes a motion to proceed with discussions with the City Manager, Tillis's office and the FAA on the runway strengthening project.

Second: Mr. Dotson

Action: To proceed with discussions with the City Manager, Tillis's office and the FAA on the runway strengthening project.

AYES: Mr. David Dotson, Ms. Hayden Desio-Munn, Mr. John Stephens, Mr. Patrick Furr, and Mr. Gary Wilfong, Mr. John Wiggins

NAYS: None

Mr. Watson calls on Mr. Ellington to explain tower numbers update. Mr. Ellington explained that the last meeting the commission had been asked to consider between \$7 and \$8 thousand for a consultant to try to get the benefit cost analysis ratio up. Mr. Ellington explained that TBE and E went ahead and hired the consultant to get started.

- Chair Wilfong asked that if the funding comes through to strengthen the runway, would the strength of the parallel taxiways have to go to 95k as well.
- Mr. Turney responded that typically you'd follow up with strengthening the taxiway too.

General discussion followed regarding weights of various jets and weight capacity of runway.

- Mr. Dotson asked about where we are in the 90 day review period for the tower.
- Mr. Turney responded that David Byers is the hire consultant, and he has given 8 or 9 things he needs to get started, he's moving along.
- Mr. Dotson asked if we are going to run out of time.
- Mr. Turney answered no.
- Ms. Desio-Munn suggested next needs to setup the workshop with City Council.
- Mr. Watson referred to Council Member Kerr to ask his colleagues tomorrow night.
- Mr. Ellington encouraged the commission to please get letters from people wanting longer and stronger runways.

Motion: Mr. Dotson makes a motion to adjourn.

Second: Ms. Desio-Munn

Action: To adjourn.

AYES: Mr. David Dotson, Ms. Hayden Desio-Munn, Mr. John Stephens, Mr. Patrick Furr, and Mr. Gary Wilfong, Mr. John Wiggins

NAYS: None

The meeting adjourned at 7:02 pm.

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KEQY - Charlotte-Monroe Exec Airport

Operations Report for May 2023

Operations

5,847

Landings

2,680

Takeoffs

2,852

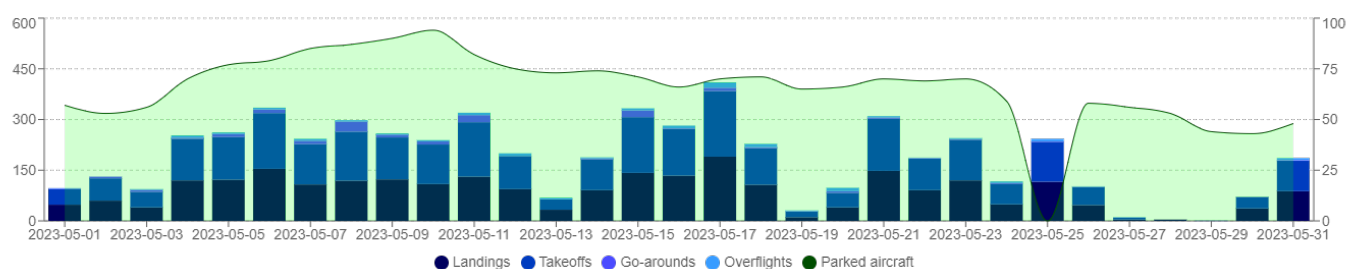
Go-arounds

173

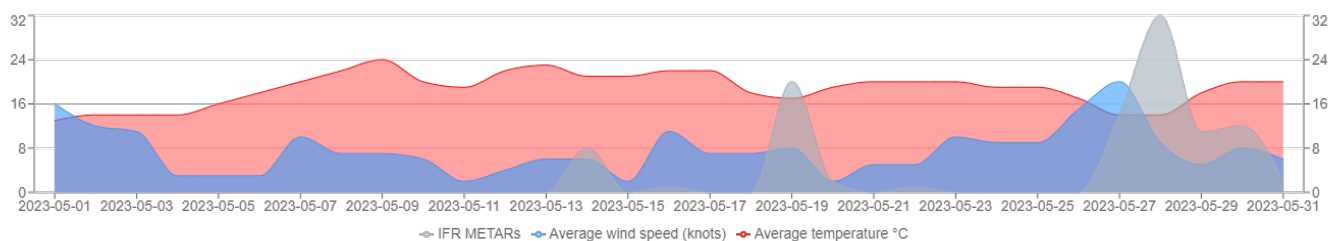
Overflights

142

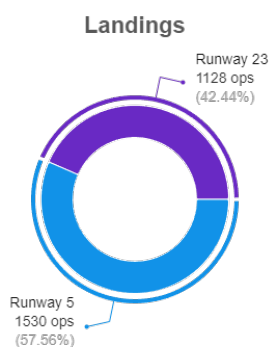
Operations by Day



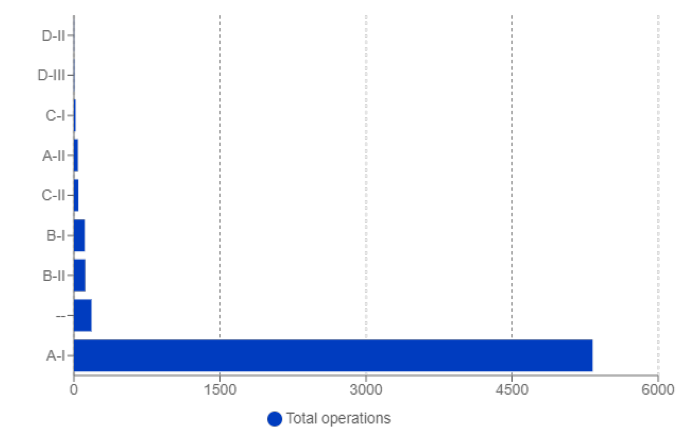
Weather Conditions



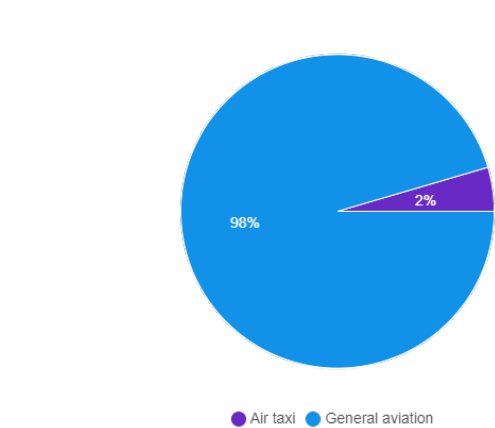
Operations by Runway



Operations by Category

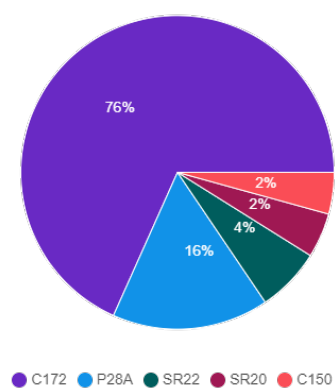


Operations by Type

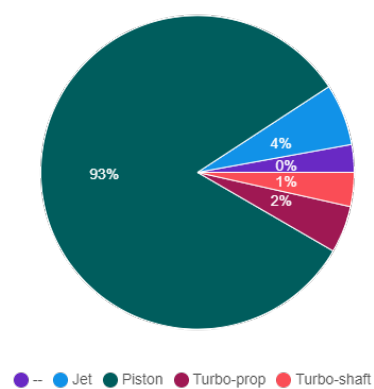


Category	Landings	Takeoffs	Go-arounds	Overflights	Total
--	58	62	0	60	180
A-I	2,460	2,625	172	69	5,326
A-II	18	20	1	0	39
B-I	55	56	0	1	112
B-II	58	56	0	3	117
C-I	7	9	0	0	16
C-II	21	21	0	2	44
D-II	1	1	0	0	2
D-III	2	2	0	0	4
Total	2,680	2,852	173	135	5,840

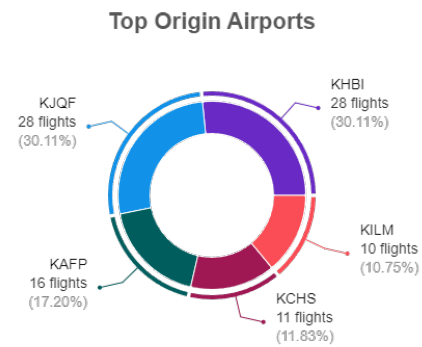
Top Aircraft Types



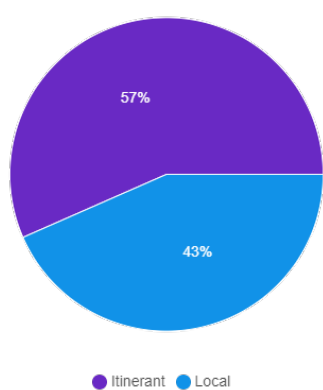
Operations by Engine Type



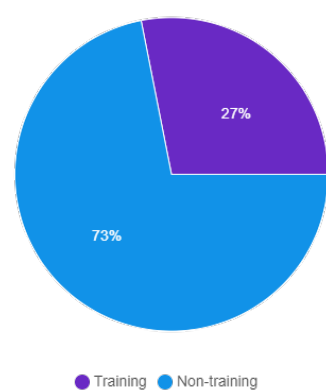
Top Airports



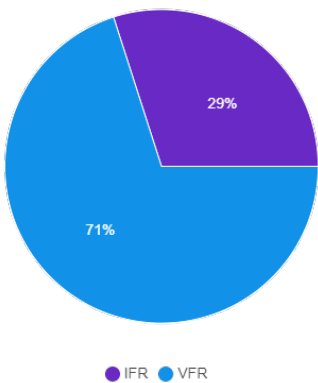
Local vs. Itinerant Flights



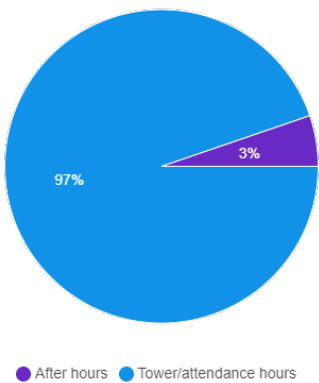
Training Operations



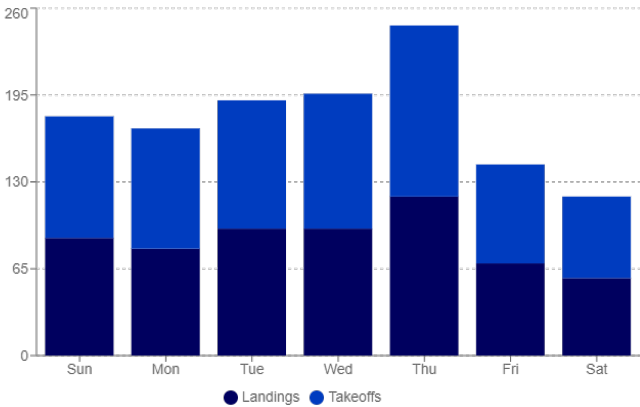
IFR vs. VFR flights



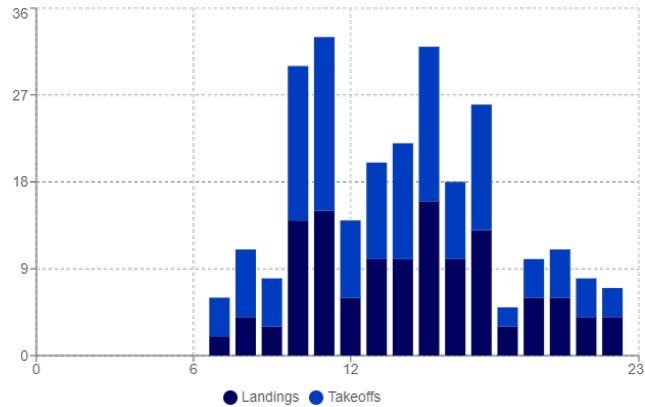
After Hours Operations



Operations by Day of Week

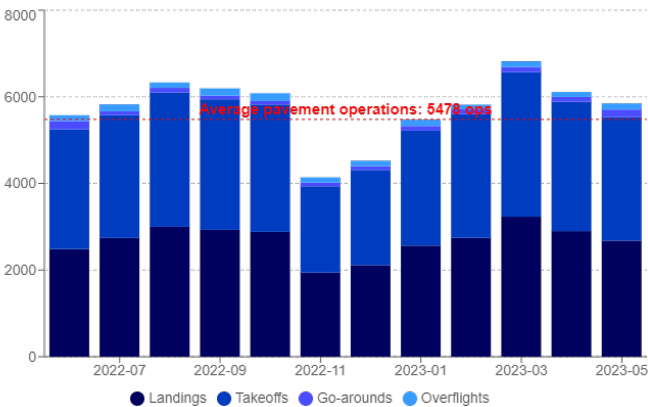


Operations by Hour



Historical Data

Landings and Takeoffs by Month



Busiest Days on Record

Ran...	Days	Pavement ops	Pavement ops aircraft
1	2023-02-18	431	42
2	2023-05-17	384	53
3	2022-12-02	383	45
4	2023-02-14	380	37
5	2023-04-21	375	54

KEQY - Charlotte-Monroe Exec Airport

Operations Report for Jul 1, 2022 - May 31, 2023

Operations

63,159

Landings

29,729

Takeoffs

30,761

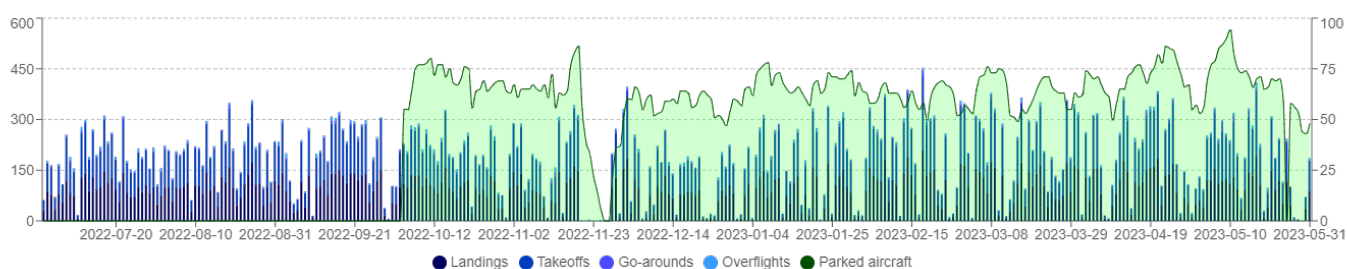
Go-arounds

1,147

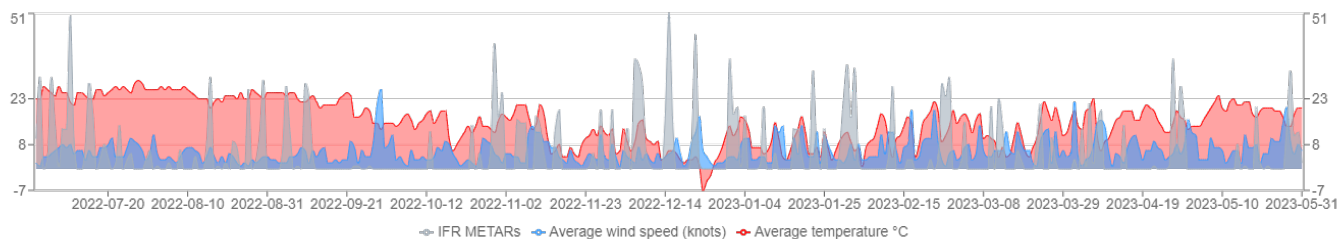
Overflights

1,522

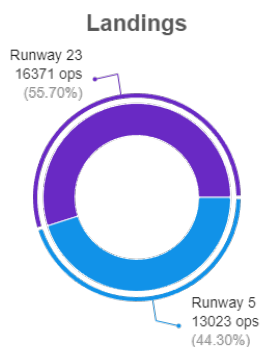
Operations by Day



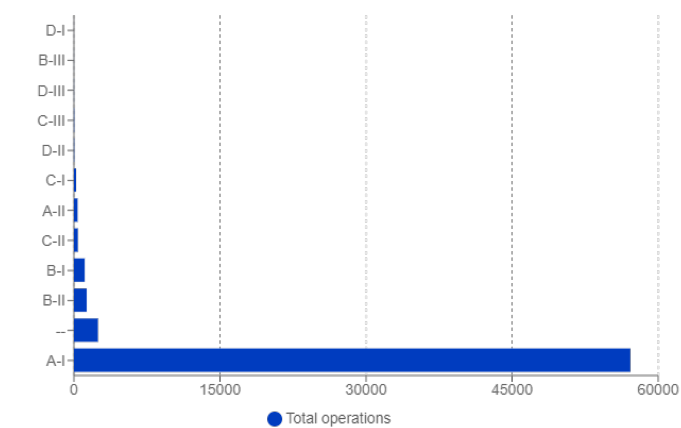
Weather Conditions



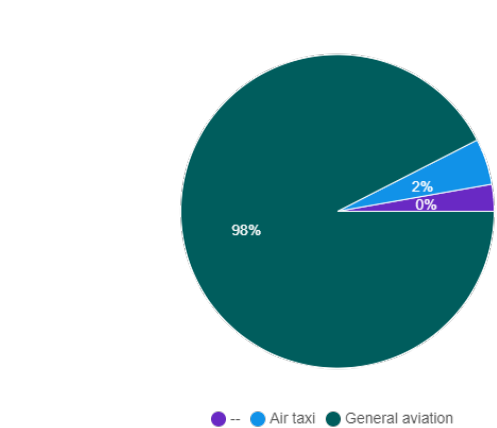
Operations by Runway



Operations by Category

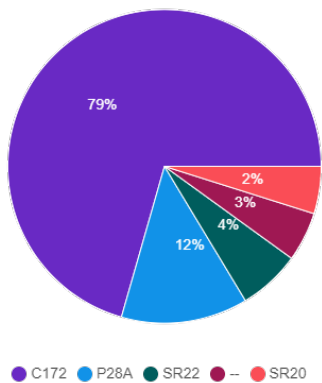


Operations by Type

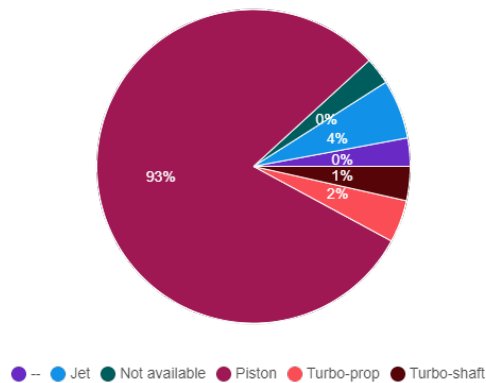


Category	Landings	Takeoffs	Go-arounds	Overflights	Total
--	920	960	46	539	2,465
A-I	27,132	28,107	1,075	838	57,152
A-II	175	173	2	18	368
B-I	533	548	7	17	1,105
B-II	621	632	16	44	1,313
B-III	3	3	0	0	6
C-I	108	103	1	6	218
C-II	193	192	0	15	400
C-III	18	18	0	0	36
D-I	1	1	0	0	2
D-II	19	18	0	1	38
D-III	6	6	0	0	12
Total	29,729	30,761	1,147	1,478	63,115

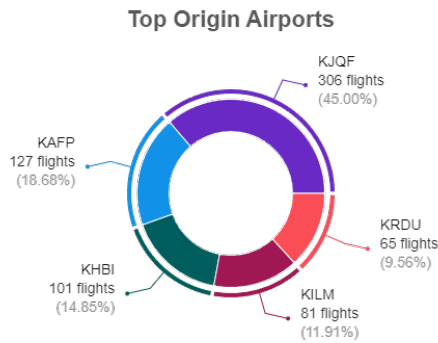
Top Aircraft Types



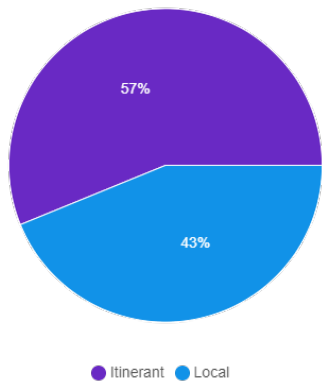
Operations by Engine Type



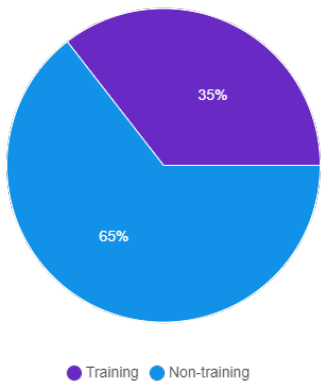
Top Airports



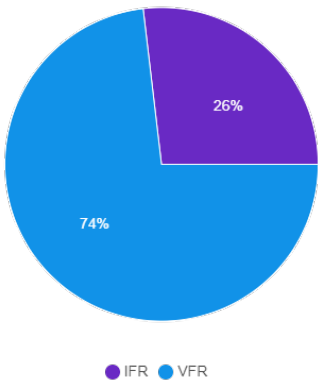
Local vs. Itinerant Flights



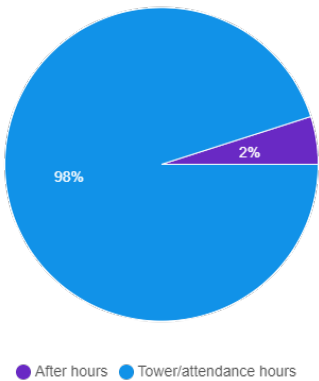
Training Operations



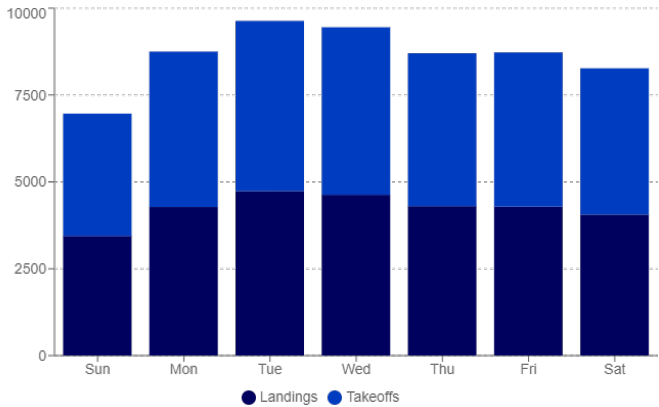
IFR vs. VFR flights



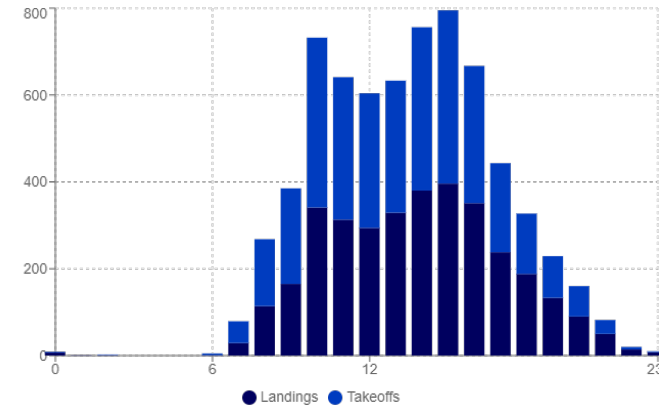
After Hours Operations



Operations by Day of Week

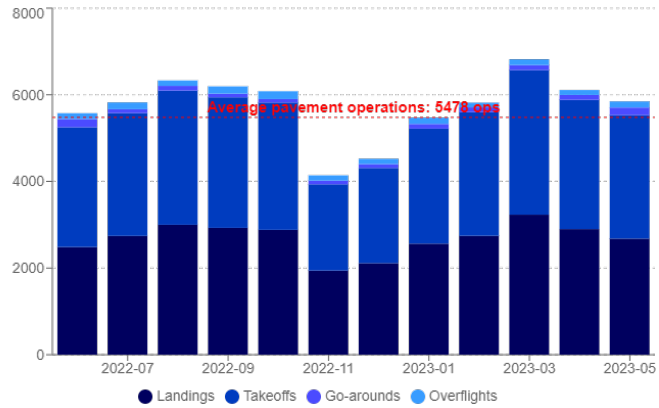


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4	2023-02-14	380	37
5	2023-04-21	375	54

Fuel for May 2023

TOTAL= 9,856.6 GALLONS

Av Gas on hand (truck included)

Avgas truck 1,000 GALLONS

AIRPORT = 1,886.6 GALLONS

Aerowood= 6,970.0 GALLONS

Jet Fuel on hand (trucks included)

TOTAL= 44,125 GALLONS

Jet A Trucks 8,000 GALLONS

AIRPORT = 19,969 GALLONS

SPX = 4,310 GALLONS

HARRIS TEETER = 5,025 GALLONS

US HELICOPTER= 5,393 GALLONS

Charter Jet 1,428 GALLONS

Airport Av Gas received during May 2023

05.18.2023 Received 7,954 Gallons

Airport Jet Fuel received during May 2023

05.03.23 Received 7,590 Gallons

05.18.2023 Received 7,621 Gallons

05.22.2023 Received 7,607 Gallons

Aerowood Av Gas received during May 2023

None 0 Gallons

SPX Jet Fuel received during May 2023

04.27.2023 Received 7,646 Gallons

Harris Teeter Jet Fuel received during May 2023

05.11.2023 Received 7595 Gallons

US Helicopters Jet Fuel received during May 2023

None 0 Gallons

Charter Jet Jet Fuel received during May 2023

None 0 Gallons

MASTER SERVICE AGREEMENT FOR AIRPORT CONSULTANT SERVICES DATED JUNE 13, 2023

This Master Service Agreement is made and entered into as of the 13th day of June, 2023, by the City of Monroe (“City”) and Talbert, Bright & Ellington, Inc. (“Contractor”), () a corporation, (X) a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of North Carolina.

Section 1. **Background and Purpose.** As the Owners of the Charlotte-Monroe Executive Airport, the City is required to maintain and develop the 460 acre facility in safe and sound operation as part of the National Plan of Integrated Airport Systems. This requires the City to interface with the Division of Aviation within the N. C. Department of Transportation for proper development and funding of the airport. To support this interface, the City has to enlist the support of a professional airport consultant firm to properly plan, design, and administer airport construction projects meeting all Federal and State requirements.

Section 2. **Services and Scope to be Performed; Term.** The Contractor shall perform airport consultant services to include airport planning, airport engineering, construction administration, and subcontracted special services for the period years 2023 to 2029. The City anticipates the following projects as listed in Attachment B including but is not specifically limited to: Airport Layout Plan Update; Corporate Hangar Construction and Site Development; Runway Strengthening; Taxiway Strengthening/Widening/Relocation; Apron Rehabilitation; Terminal Building Expansion. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract as defined in Attachment “A” and all of the Contractor’s duties to the City that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Section 3. **Complete Work without Extra Cost.** Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Section 4. **Compensation.** The City shall pay the Contractor for the Work as follows: Payment based on monthly invoices as approved by the Airport Manager for work produced during the invoice period, based on original project budget/estimate and actual completion. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Section 5. **Vendor’s Billings to City.** Vendor shall submit an original invoice to the Accounting Division at the City of Monroe. Vendors can expect payment within 30 days.

FOR CONSTRUCTION CONTRACTS ONLY:

Contractor’s Billings to City. Contractor shall submit an original pay request to the City construction inspector or project manager. It is suggested the Contractor superintendent meet with the City’s construction inspector or manager prior to submitting the pay request to verify quantities of work completed, materials, and values. The pay request shall contain the following items, all submitted on City forms (digital forms are available upon request):

- a. Recommendation for payment – all fields complete including history of change orders as appropriate;
- b. Affidavit and Lien Waiver or Release – Notarized original with all fields complete;
- c. Tax Statement and Certification – Notarized original with all fields complete;
- d. Tax Table listing itemized invoices and showing county where tax was paid. Include copies of invoices that are itemized in the tax table. Submit notarized originals. If claiming no tax for the period, submit the statement and certification with table and note “no sales tax for this period” on the form.

Upon receipt of the above the City will verify the amounts and if all of the forms are correct and the amounts correct, the Contractor can expect payment within 15 days. For final payment after acceptance of the work by the City, submit an official pay request as outlined above. In addition, the request shall include an Affidavit of Final Payment (notarized original with all fields complete), and a Consent of Surety to Final Payment (notarized original with all fields complete) if applicable.

Section 6. **Insurance.** Contractor shall maintain insurance policies at all times with minimum limits as follows:

COVERAGE	MINIMUM LIMITS
Workers’ Compensation	Statutory Limits
Employers’ Liability	\$500,000
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence/\$2,000,000 aggregate

Contractor shall provide the City with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. This should be an ACORD form (example attached). All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Contractor shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract.

The City shall be named as an additional insured and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read "City of Monroe is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force may be cause for contract termination. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the contract without notice.

Contractor shall provide proof that a Drug-Free Workplace Program is in place and that drivers meet DOT/CDL licensing requirements.

Section 7. **Performance of Work by City.** If the Contractor fails to perform the Work in accordance with the schedule referred to in Section 2 above, the City may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Section 8. **Attachments.** The following attachments are made a part of this contract and incorporated herein by reference:

Attachment A: 'Description of Professional Services', containing 16 pages(s).

Attachment B: FY2023 – FY2029 Capital Projects List containing 1 page(s).

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment which materially alters the standard terms contained herein must be reviewed pursuant to the City's Contract Review Procedure.

Section 9. **Notice.**

- a. All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

(By hand delivery, overnight delivery services, or other methods requiring a physical address):

City of Monroe
300 West Crowell Street
Monroe, NC 28112

(By United States Postal Service):

City of Monroe
P.O. Box 69
Monroe, NC 28111-0069

Fax Number: (704) 283-9098

To the Contractor:

Talbert, Bright & Ellington, Inc.
3525 Whitehall Park Dr.,
Suite 210
Charlotte, NC 28273

Fax Number: (704) 426-6080

- b. Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever occurs first.

Section 10. **Indemnification.** To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Monroe, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or any of its subcontractors or anyone directly or indirectly employed by any of them for whose acts any of them may be liable except for damage or injury caused by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Monroe, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means

claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.

Section 11. **E-Verify Requirement.** The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Section 12. **Miscellaneous.**

- a. Choice of Law and Forum. This contract shall be deemed made in Union County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Union County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- b. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- c. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- d. Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.
- e. Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the

Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

- f. Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.
- g. City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.
- h. EEO Provisions. During the performance of this Contract the Contractor agrees as follows:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions;
 - (2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- i. No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.
- j. Principles of Interpretation. In this contract, unless the context requires otherwise, the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies

k. Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

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**ATTACHMENT A TO AIRPORT CONSULTANT SERVICE CONTRACT –
DESCRIPTION OF PROFESSIONAL SERVICES**

SECTION I - BASIC SERVICES

A. Project Development Phase: After authorization to proceed the ENGINEER shall:

1. Consult with OWNER, State, and Federal government agencies (when required) to clarify and define the requirements for the Project and review available data.
2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Section II – Special Services. Assist the OWNER in contracting for such services at the appropriate time and during the appropriate phase.
3. Prepare preliminary design necessary to determine the type, size, and scope of the improvement Project based upon projected aviation activity and current airport standards in effect at the date of this Contract.
4. Prepare preliminary cost estimate for the Project.
5. Make minor revisions to the airport layout plan as necessary to reflect the details of the Project.
6. Prepare pre-applications for Federal and/or State assistance grants for funding of the Project.
7. Furnish five (5) copies of drawings, sketches, forms, and reports as appropriate to the OWNER for submission to government agencies.
8. Assist the OWNER in obtaining financing for Project.
9. Perform additional work as described and required by the work authorizations.

B. Design Phase: After written authorization to proceed the ENGINEER shall:

1. In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the Project and the design criteria to be used in the final design.
2. Prepare an ENGINEER's report in accordance with FAA criteria, which shall include but not necessarily be limited to:
 - a. An analysis and reasons for the design choices;
 - b. An analysis of the manner in which the work will be accomplished; and
 - c. A Project cost estimate based upon the final design.

3. Advise the OWNER of needed special services as described in Section II - Special Services and assist the OWNER in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys, or provide such services in accordance with this Contract and any related Work Authorization(s).
 4. Prepare final design, contract drawings, specifications, and contract documents. Prepare for review and approval by OWNER, his legal counsel, and other advisors contract agreement forms, general conditions, and supplementary conditions, and (where appropriate) bid forms, invitation to bid, and instructions to bidders, and assist in the preparation of other related documents.
 5. Assist OWNER in submitting appropriate documents to State and Federal agencies for necessary approvals and permits.
 6. Furnish to the OWNER two (2) copies of completed drawings, specifications, reports, estimates, and contract documents.
 7. Perform additional work as described and required by work authorizations
- C. Construction Phase: During the Construction Phase, the ENGINEER shall provide the following services:
1. Assistance to the OWNER in advertising for and obtaining bids, tabulations, and analysis of bid results, and furnishing recommendations in connection with the award of construction contracts.
 2. Conduct a pre-bid meeting for potential bidders for the Project and issue addenda, as appropriate, to interpret, clarify, or expand the Bid Documents.
 3. Assistance in preparation of formal contract documents for the award of construction contracts.
 4. Consult with and advise the OWNER and act as provided in the approved construction specifications and contract documents.
 5. Make visits to the site at intervals appropriate to the various stages of construction to observe as experienced and qualified design professionals the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. ENGINEER shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the contract documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the

contract documents. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.

6. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections, and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction, or to safety precautions and programs incident thereto; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by specifications) maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.
7. Review laboratory, shop, and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.
8. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the Project design. Prepare estimates of cost or saving from proposed change order(s), prepare change order(s) along with basis for recommendation, and negotiate on behalf of OWNER with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in Project scope or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER's control.
9. Advise the OWNER of needed special services and assist the OWNER in acquisition of such services as appropriate.
10. Based upon ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observation and review, that the work has progressed to the point indicated, that to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review

the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the contract documents.

11. Prepare OWNER's applications for partial and final payments for submission to government agencies.
12. Assist the OWNER in compliance with State and Federal Grant Assurances, along with the obligations both Federal and State aid programs carry on the part of the OWNER receiving funds.
13. Adhere to the local grant policy, which provides guidelines and procedures for the application and administration of Federal, State, and local grants, as well as direct Federal or State appropriations/allocations, Municipal Agreements with State agencies, and private sector grants.
14. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but such recommendation and notice shall be subject to the limitations expressed herein.
15. ENGINEER will prepare for OWNER, on request, a set of record drawing prints showing those changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
16. The ENGINEER shall not be responsible for the acts of omission of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractor(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to perform properly duties undertaken by the ENGINEER under this Contract.

SECTION II - SPECIAL SERVICES

At written request of the OWNER, the ENGINEER shall accomplish such special services as required by the OWNER to complete the Project. At the option of the OWNER, special services

may be provided by the OWNER through contracts with other professionals or may be provided by the ENGINEER. When the ENGINEER is requested to provide special services, such services may be provided by ENGINEER's own forces or through subcontracts with other professionals. Compensation for Special Services provided by ENGINEER shall be in accordance with one of the methods identified in Section V - Payment of Services. Special services, which may be requested include, but are not necessarily limited to the following:

- A. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and material investigations including test boring, laboratory testing of soils and materials, related analyses, and recommendations.
- C. Engineering surveys (for design and construction) to include topographic surveys, base line surveys, cross-section surveys, etc.
- D. Technical inspection of construction by full time Resident Project Representative, as required and approved by the OWNER. When authorized by the OWNER the duties, responsibilities and limitations of authority shall be described in Section III - Resident Project Representative Services.
- E. Reproduction of additional copies of reports, contract documents, and specifications above the specified number furnished in Section I—Basic Services.
- F. Assistance to the OWNER as expert witness in litigation arising from development or construction of the Project.
- G. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the Project.
- H. Extra work created by design changes, after approval of plans and specifications by the OWNER and FAA, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the Project.
- I. Extra work required to revise or prepare contract documents, plans, and specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such construction program.
- J. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents, or contract documents when such revisions are due to causes beyond ENGINEER's control.
- K. Providing renderings or models for OWNER's use.

- L. Investigations involving detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- M. Additional or extended services during construction made necessary by:
 - 1. Work damaged by fire or other cause during construction.
 - 2. A significant amount of defective or neglected work of Contractor(s).
 - 3. Acceleration of the process schedule involving services beyond normal working hours.
 - 4. Default by Contractor(s).
 - 5. The furnishing of a resident project representative other than an employee of the ENGINEER.
- N. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting, and balancing); and training personnel for operation and maintenance.
- O. Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

SECTION III - RESIDENT PROJECT REPRESENTATIVE SERVICES

ENGINEER may furnish a Resident Project Representative, assistants, and other field staff to assist ENGINEER in observing performance of the work of the Contractor. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the contract documents.

The duties and responsibilities of the Resident Project Representative are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction contract documents, and are further limited and described as follows:

- A. General: Resident Project Representative is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER

regarding his actions. Resident Project Representative's involvement in matters pertaining to the on-site work shall in general be with the ENGINEER and Contractor, keeping OWNER advised as necessary. Resident Project Representative's contact with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of Resident Project Representative:

1. Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations;
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the work, according to the contract documents.
4. Shop Drawings and Samples:
 - a. Record date of receipt of shop drawings and samples;
 - b. Receive samples, which are furnished at the site by Contractor, and notify ENGINEER of availability of samples for examination; and
 - c. Advise ENGINEER and Contractor of the commencement of any work requiring a shop drawing or sample if the ENGINEER has not accepted the submittal.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is, in general, proceeding in accordance with the contract documents;
 - b. Report to ENGINEER whenever Resident Project Representative believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspections, test, or approval required to be made; and advise ENGINEER of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval;

- c. Verify that tests, equipment, and systems startup, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to tests, procedures, and startups; and
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to ENGINEER.
- 6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
- 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to ENGINEER. Transmit to Contractor decisions as issued by ENGINEER.
- 8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other Project-related documents; and
 - b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the observing of test procedures; and send copies to ENGINEER.
 - c. Record names, addresses, and telephone numbers of all Contractors, sub-contractors, and major suppliers of material and equipment.
- 9. Reports:
 - a. Furnish ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals;
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work;
 - c. Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to ENGINEER change orders, work directive changes, and field orders; and
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
 11. Certificates, Maintenance, and Operations Manuals: During the course of the work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for work.
 12. Completion:
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction;
 - b. Conduct on-site review in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected; and
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.
- C. Limitations of Authority: Resident Project Representative shall not:
1. Authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.
 2. Exceed limitations of ENGINEER's authority as set forth in the contract documents.
 3. Undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
 5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
 6. Accept shop drawing or sample submittals from anyone other than Contractor.
 7. Authorize OWNER to occupy the Project in whole or in part.
 8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SECTION IV - RESPONSIBILITIES OF THE OWNER

As a party to this Contract, the OWNER shall:

- A. Make available for ENGINEER's use all record drawings, maps, soil data, etc.
- B. Designate a person to act with authority on OWNER's behalf and respond in a timely manner to submissions by ENGINEER providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the OWNER, and all costs associated with obtaining bids from contractors.
- D. Furnish ENGINEER as required for performance of ENGINEER's basic services, data prepared by or services of others, including without limitation, core borings, probing, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic, and utility surveys, property descriptions; zoning, deed, and other land use restrictions; and other special data or consultations not covered herein; all of which ENGINEER may rely upon in performing his services.
- E. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER; obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- G. For all approvals and permits identified in each Project scope of services to be the Owner's responsibility, furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consent from others as may be necessary for completion of the Project.
- H. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

- I. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope of timing of the ENGINEER's services, or any defect in the work of Contractor(s).

SECTION V - PAYMENT OF SERVICES

The OWNER agrees to compensate the ENGINEER for services performed in accordance with one of the following methods as hereinafter set forth. The method of payment and the amount for specified services shall be detailed in each respective Project Work Authorization proposal, which shall be prepared by the ENGINEER and submitted to the OWNER for review and incorporation into the City's contract document. The receipt of the approved Work Authorization will constitute the ENGINEER's Notice-to- Proceed.

The ENGINEER is not to undertake any work prior to the receipt of an approved Work Authorization executed and approved by the OWNER.

- A. Methods of Payment: One or more of the following methods of payment shall be used and the method for each phase of the work shall be stated in the appropriate Work Authorization:
 1. Per Diem/Hourly – Not To Exceed: For work that cannot be specifically defined and delineated in advance, payment to the ENGINEER will be made on an hourly basis with a not-to-exceed limit that is agreeable to the OWNER and the ENGINEER. Under this method of payment, the ENGINEER's compensation will be equal to the hours expended on a Project times the rates established in a Work Authorization, which shall be inclusive of all overhead and profit; plus payment for direct non-salary expenses. These rates and charges will be in accordance with the Rate Schedule attached to each project Work Authorization, and these rates and charges will be subject to an annual adjustment by the ENGINEER.
 2. Lump Sum: For work that can be defined and delineated in advance, payment to the ENGINEER will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there should be a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to renegotiation and an approved change order.
- B. Terms and Conditions: The basis of compensation described is based upon the following conditions:
 1. Time charged to the Project by office engineering personnel will include the time that the applicable employees are engaged in actual work on the Project at the ENGINEER's office, at the site of the Project, or travel status in connection with the Project.

2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.
3. Charges will not be made to the Project during periods of sickness, vacation, or at any other times when personnel assigned are not gainfully employed on the work.

SECTION VI - MISCELLANEOUS PROVISIONS

- A. Estimates: Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding market conditions, the estimates of construction cost provided for herein are to be made on the basis of experience and qualifications, but the ENGINEER does not guarantee the accuracy of such estimates as compared to the Contractor's bids of the Project construction cost.
- B. Extra Work: It is mutually understood and agreed that the OWNER will compensate the ENGINEER for services resulting from significant changes in general scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, revisions to previously accepted studies, reports, design documents, or contract documents, and for preparation of documents for separate bids, when such revisions are due to causes beyond the ENGINEER's control and when requested or authorized by the OWNER. Extra work may also include special services as identified in Section II - Special Services. Compensation for extra work and any associated special services shall be in accordance with one of the methods identified in Section V- Payment of Services.
- C. Ownership of Documents: Master documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. The OWNER will be provided with one digital CD-ROM set (.tiff or .jpg) and one paper set of the record drawings after final acceptance. If requested by the OWNER, a digital copy of applicable drawings will be provided by the ENGINEER. Copies of sketches, notes, computations, and other data will be furnished upon request. OWNER retains the right to use the drawings, etc. for its sole benefit.
- D. Reuse of Documents: The OWNER shall be provided upon request a reproducible copy of any drawing produced under this Contract at the cost of reproduction. All documents, including drawings and specifications prepared by ENGINEER pursuant to this Contract, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and to the extent permitted by North Carolina law, OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER. Notwithstanding these provisions the OWNER shall be

provided upon request a reproducible copy of any drawing produced under this Contract at the cost of reproduction.

E. Responsibility of the ENGINEER:

1. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the ENGINEER under this Contract.
2. The ENGINEER intends to render its services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project. As Engineer of Record for the Charlotte-Monroe Executive Airport, OWNER is relying on the ENGINEER's knowledge, expertise, and experience to carry out the ENGINEER's obligations pursuant to this agreement.
3. Approval by the OWNER or FAA of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of his responsibility for the technical adequacy of his work.

F. Period of Services:

1. The provisions of this Section and the various rates of compensation for ENGINEER's services provided for elsewhere in this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. ENGINEER's obligation to render services hereunder will extend for a period, which may reasonably be required for the design, award of contracts, and construction of the Project.
2. If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

G. Termination:

1. This Contract shall automatically terminate upon expiration of the term contained in Section 2 of the Contract For Airport Consultant Services.
2. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this Contract through no fault of the terminating party provided that no such termination may be effected unless the other party is given:
 - a. Not less than ten (10) calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.

3. This Contract may be terminated in whole or in part in writing by the OWNER for its convenience provided that such termination is for good cause (such as legal or financial reasons or major changes in the work program requirements) and that the ENGINEER is given:
 - a. Not less than ten (10) calendar days written notice of the intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
 4. This Contract may be terminated in whole or in part in writing by the OWNER for its convenience provided that such termination occurs at the completion of a phase of work or work authorization and that the ENGINEER is given:
 - a. Not less than ten (10) calendar days written notice of the intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
 5. Upon receipt of a termination notice, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by the ENGINEER performing this Contract, whether completed or in process.
 6. If this Contract is terminated by either party, the ENGINEER shall be paid for services rendered and any expenses incurred prior to termination. If the termination of the Contract occurs at the conclusion of one phase and prior to authorization of the OWNER to begin the next phase, payment by the OWNER of the completed phase shall be considered full compensation due the ENGINEER. If Contract is terminated by the OWNER for default of the ENGINEER, the amount due the ENGINEER may be adjusted to the extent of any additional cost incurred by the OWNER as a result of the ENGINEER's default.
- H. Audit and Access to Records:
1. The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to the work under this Contract in accordance with generally accepted accounting principles and practices. The OWNER, FAA, Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, records, and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts, and transcriptions.
 2. Records described above shall be maintained and made available during the performance under this Contract and for a period of three (3) years after the OWNER makes final payment.
- I. Civil Right Assurance: During the performance of this Contract, the ENGINEER, for itself, its assignees and successors in interest agrees as follows:

1. **Compliance with Regulations:** The ENGINEER shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The ENGINEER, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, including procurements of materials and equipment.** In all solicitations either by competitive bidding or negotiations made by the ENGINEER for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Report:** The Contract shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the OWNER or FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information the ENGINEER shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the ENGINEER's non-compliance with the non-discrimination provisions of this Contract, the OWNER shall impose such Contract sanctions as it or the FAA determines to be appropriate, including but not limited to:
 - a. Withholding of payments to the ENGINEER under the Contract until the Contractor complies; and/or
 - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions:** The ENGINEER shall include the provisions of paragraphs 1 through 5 of Section VI, I in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the OWNER or FAA may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event an ENGINEER becomes involved in, or is threatened with, litigation with subcontractor or supplier as a result of such direction, the ENGINEER may request the OWNER to enter into such litigation to protect the interests of the OWNER and, in addition, the ENGINEER

may request the United States to enter into such litigation to protect the interests of the United States.

7. Minority Business Enterprise (MBE) Assurances:

- a. Policy: It is the policy of the DOT that minority business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the MBE requirements of 49 CFR Part 26 apply to this Contract.
- b. MBE Obligation: The ENGINEER agrees to ensure that minority business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform Contracts. ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted Contracts.

**ATTACHMENT B TO CONSULTANT SERVICES CONTRACT –
FY2023 – FY2029 CAPITAL PROJECTS LIST**

Charlotte-Monroe Executive Airport TRANSPORTATION IMPROVEMENT PROGRAM (TIP) 2023-2029 PROJECT LISTING				Mar-23
RANK	PROJECT	DESCRIPTION	FISCAL YEAR	TOTAL EST. COST
1	Runway 5-23 On-Airport Obstruction Removal and Fencing	Obstructions to the Runway 5 ILS approach surfaces and to the Runway 23 GPS approach surfaces have been identified by the FAA using the recently completed 188 survey performed for the recent Airport Layout Plan Update. This project includes clearing and grubbing of all on-airport tree obstructions and related sediment/erosion control measures. Also included is permanent fencing and a new manual access gate along the Airport property line on the Runway 23 end of the Airport. The design-bidding phase is already underway and will be completed in early 2023. This project includes the construction phase.	2023	\$1,543,391
2	Apron Rehabilitation (Areas D, E and F)	According to the Pavement Management Inspection Report completed in 2019 by the NC Division of Aviation, PCI value for Apron Area D was 73 in 2019 and is projected to have a PCI rating of 65 in 2013. The 2019 and 2023 projected PCI for Area F are the same for Area E. For Area E, the 2019 PCI was 47 and a 2023 projected PCI of 33. All three of these areas are in need of rehabilitation/strengthening. This project will address the pavement condition issue by removing the existing pavement and a portion of the existing base and subgrade, followed by cement stabilization of the existing subgrade/base, installation of new crushed aggregate base course, and paving 4 inches of P-401 bituminous surface course. Related pavement sealer, pavement markings, erosion control and other incidentals will be included. The estimated pavement strength for this area is 95,000 pounds dual wheel gear (to be verified during design with current geotechnical information).	2023	\$5,545,175
1	New Air Traffic Control Tower and Access Road	Construct an air traffic control tower and access road on the east side of the airfield.	2024	\$4,792,000
1	East Partial Parallel Taxiway	Construct a partial parallel taxiway on the east side of Runway 5-23 to allow for future development.	2026	\$3,232,000
1	Strengthen Runway to Interim 80,000 DW and Fillet Widening	Strengthening 7,000 foot runway to interim strength rating of 80,000 DW.	2027	\$5,819,350
2	Relocate Taxiway A from Taxiway A-1 to Taxiway A-3 to 68,500 DW (South End)	Included in this project will be the relocation and widening of the existing parallel taxiway between the existing aircraft parking apron and the north end of the Runway 5 taxiway extension at Taxiway A-2. The taxiway pavement will be constructed to an interim strength of 68,500 pound dual wheel gear. Also included will be demolition, grading, drainage, pavement markings, lighting, signage, and related items of work.	2027	\$5,805,200
3	Rehabilitate and Strengthen Taxiway A from Taxiway A-5 to End of Runway 23 (North End)	Strengthening of the northern portion of the parallel taxiway to an interim strength rating of 80,000 pounds DW.	2027	\$4,302,910
1	Terminal Building Expansion	A proposed 6,200 square foot expansion to the existing terminal building includes a new conference center, reconfiguration of existing offices and new office space.	2029	\$1,900,000

* FINAL COST TO BE DETERMINED AFTER SCOPE OF SERVICES IS FINALIZED

Total all Improvements

\$32,840,028

I CERTIFY THAT THE PROJECTS REQUESTED IN THIS 2023-2029 TIP SUBMISSION HAVE BEEN REVIEWED BY THE GOVERNING BOARD OF THE SPONSOR RESPONSIBLE FOR FUNDING THE LOCAL SHARE OF THE PROJECT AND THAT SAID BOARD HAS FORMALLY APPROVED THE SUBMISSION OF THESE REQUESTS FOR STATE AID TO AIRPORTS (AND THE STATE BLOCK GRANT PROGRAM WHERE APPLICABLE)

Signed _____

Date _____

Name & Title (print) _____

AIRPORT CONSULTANT SELECTION PLAN FOR CITY OF MONROE

OBJECTIVE

- To select the best Airport Consultant that will provide professional services for the City of Monroe with respect to Airport planning and project management at the Charlotte-Monroe Executive Airport.
- To make the selection in accordance with regulatory guidance, as specified in the NC Department of Transportation's 2016 NC Airports Program Guidance Handbook, Appendix B.
- To utilize the City's contract agreement as the document that will guide the relationship between the selected consultant and appropriate City staff, and the task of correct developing the Charlotte-Monroe Executive Airport in accordance with Federal, State, and local guidance.

REQUIRED DOCUMENTS

The following documents will be produced to ensure for an accurate and effective selection process:

- Legal advertisement to announce Request for Qualification
- Statement of Written Request for Qualification
- Scoring Matrix for Selection Committee
- Contract Document defining roles, relationship, requirements

TIMETABLE

The following timetable will be followed to define significant dates for the process and required approval of the Airport Consultant selection process:

February 13, 2023	Formal, Public Announcement of Process, at February 2023 Monroe Airport Commission Meeting
February 23, 2023	Publish Legal Advertisement requesting Statements of Qualifications from interested airport consultant firms
March 22, 2023	Statements of Qualifications Submittal Suspense
March 23 – 31, 2023	Selection Committee review of Statements of Qualifications and determination of prospective firm interviews
March 31 – April 4, 2023	Prospective Firms Interviews
April 6, 2023	Selection Committee's Final Selection
April 10, 2023	Presentation at Airport Commission Meeting, request for concurrence of selection
May 4, 2023	General Services Committee Meeting, request for concurrence of selection

May 9, 2023

City Council Meeting, request for approval of consultant selection

June 5, 2023

CONSULTANT CONTRACT DATE (5th anniversary of current contract)

SELECTION COMMITTEE MEMBERS (NCDOT recommendation: 3-5 members)

Airport:	Manager, Airport Board Members (2)
Engineering:	City Engineer
Finance:	Director (or designated representative)
Contracting:	Purchasing Manager
Legal:	Assistant City Attorney (while not an active member of committee, will provide counsel for selection process and contractual documents)



STAFF REPORT

TO: Airport Commission

VIA: Mark Watson, City Manager

DATE: June 12, 2023

FROM: Richard Long, Monroe City Attorney

PREPARED BY: Cindy Brooks, Airport Administrative Assistant

SUBJECT: Award of Master Service Agreement – Airport Consultant

SUMMARY STATEMENT

To meet Federal and State requirements, the City conducted a selection process for an Airport Consultant. This is a mandated process that promotes fair and open competition and starts with the request for Statements of Qualifications from interested and qualified Aviation Consultants for engineering, planning, and subcontracted special services. The process concludes with a qualification based selection and award of contract to the top ranked firm, who will assist the Airport plan and work all airport related projects for the next five years.

REVIEW

To remain eligible to receive aviation grant funding, both Federal and State, the Airport must conduct a qualification based selection of an airport consultant every 5 years. The desired consultant must have the qualifications and experience to comply with Federal and State laws. NC Division of Aviation has developed guidance based on FAA Advisory Circular 150/5100-14 that is recommended to be used in this selection process. The use of this guidance assures compliance with not only State requirements, but with FAA regulations and assurances as well.

The process started with a public announcement in February for Statements of Qualifications from interested and qualified Aviation Consultants for engineering, planning, and subcontracted special services. The Request for Qualifications period for Airport Consultant Services ended on March 22, 2023, with five prospective firms each submitting written statements of qualifications.

The Airport Manager recruited the assistance of the City Engineer, Finance Director, the City's Purchasing Manager, along with Airport Commission Member Hayden Desio-Munn, Airport Commission Member David Dotson and Airport Commission Chair Gary Wilfong, to be on the Consultant Selection Committee, in consultation with the Assistant City Attorney, as recommended in the State's guidance. Attached to this staff report is the Airport Consultant Selection Plan that details the process to select the Airport Consultant. The Airport Consultant Selection Committee identified the top ranking firms as Talbert, Bright, & Ellington; Parrish and Partners, LLC; and WSP, USA, with Talbert, Bright, & Ellington scoring the highest in the scoring matrix.

RECOMMENDATION

Staff is requesting the Monroe Airport Commission recommend the Award of the Master Service Agreement to Talbert, Bright, and Ellington to be the Airport Consultant for all airport related projects for the next five years to the Monroe City Council.