

**Ann Clark**

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**From:** Eric Payne  
**Sent:** Monday, October 22, 2018 12:23 PM  
**To:** Adam Stumb; Ann Clark  
**Subject:** Fw: NCDOT Division of Aviation Airport Safety/Maintenance Program  
**Attachments:** 2018 SPAM Agreement Cover Letter - 10-12-2018- signed.pdf; 2018 Letter of Agreement Airport Maintenance Services - 10-12-2018.pdf; 2015 Letter of Commitment Airport Safety-Maintenance Projects.pdf

Adam, and Ann,  
Please have the attached Airport Safety/Maintenance Projects Letter of Agreement put on the next Commissioners agenda for a vote. This is a program we have been participating in for a number of years 100% State funded. This is a renewal of the previous agreement in which I have also attached.

**THANKS,**

**ERIC PAYNE**  
**Director Ashe County Airport**  
**639 Airport Road**  
**Jefferson, NC 28640**  
**Phone: 336-982-5144**  
**[epayne@ashecountygov.com](mailto:epayne@ashecountygov.com)**

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**From:** Arnold, Jonathan L <[jonarnold@ncdot.gov](mailto:jonarnold@ncdot.gov)>  
**Sent:** Friday, October 19, 2018 4:31 PM  
**To:** Walston, Bobby L; Bingham, Rachel S; Mccollum, Ron; Penny, Jared J; Clowes, Ashley E; Finger, Randy; Meyer, Todd  
**Cc:** Arnold, Jonathan L; Cusyck, Eileen M  
**Subject:** FW: NCDOT Division of Aviation Airport Safety/Maintenance Program

Dear Airport Sponsor:

Some years ago, the Division of Aviation (DOA) created the Safety Preservation and Maintenance (SPAM) Program to apply available state funds to assist publicly owned and operated airports with airfield safety and preservation projects. This program has been a huge success and has been well received by many airports across our state. The purpose of this email is to briefly update Sponsors on program abilities and to request completion of the attached updated Agreement letter that legally allows NCDOT to provide safety/maintenance services on your specific airport.

Work that our Division typically undertakes at NC Airports under the SPAM program includes classic airfield pavement maintenance tasks such as crack sealing, surface treatments, and pavement markings. In addition, our current airfield maintenance contracts allow us to also make many other types of repairs to airfield infrastructure including painting and repairs of beacons and airfield drainage assessments and repairs to name a few more .

If your airport would like to be considered for continued SPAM projects by DOA, then NCDOT requires an on-file copy of a sponsor's Letter of Agreement. Receipt of the Agreement must be received before any NCDOT work can commence. Please note that the term of this agreement ends on December 31, 2023 and can be terminated at any time by the airport. This Agreement does not obligate the Division of Aviation to a particular project, but it does allow us to expeditiously start a project once it has been identified and selected for funding.

Attached you will find a signed copy of the Agreement letter as well as the Letter of Agreement for Airport Maintenance Services that you will need to sign and return an electronic scan (.pdf format) of the adopted, notarized form, to Randy Finger ([afinger@ncdot.gov](mailto:afinger@ncdot.gov)) and your appropriate Airport Project Manager.

Thank you for your cooperation in this process. Please contact me, your Airport Project Manager or Randy Finger if you have any questions of comments regarding the SPAM program.

Sincerely,

Jon

**Jonathan L. Arnold, P.E., MPA**

Deputy Director/Airport Development Manager  
Division of Aviation  
North Carolina Department of Transportation

919 814 0550 office  
919 818 8132 mobile  
[jonarnold@ncdot.gov](mailto:jonarnold@ncdot.gov)

1050 Meridian Drive  
Morrisville, NC 27560



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STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

October 12, 2018

Re: NCDOT - Division of Aviation Airport Safety/Maintenance Program Agreement

Dear Airport Sponsor:

The Safety, Preservation, and Maintenance (SPAM) Program was created by the Division of Aviation to assist publicly owned and operated airports with airfield safety and maintenance related improvements at 100% state funding. This program has been a great success and has been well received by many airports across our state. To date, the SPAM Program has completed \$12,600,000 worth of projects at 69 airports. It is now time to renew the Program Agreement.

In order for the Division of Aviation to continue to fund projects at your airport under the program, we request that you review, complete, and return the enclosed "Agreement for Airport Safety/Maintenance Projects." Please scan and email completed electronic copies to Randy Finger at [afinger@ncdot.gov](mailto:afinger@ncdot.gov) by December 31, 2018. The new agreement will supersede previous agreements and will ensure all airports are under the same agreement and same expiration date moving forward. Having this agreement executed does not commit the Division to a particular project, but allows us to expeditiously complete a project once a project has been identified and selected for completion.

Thank you for your cooperation in this process and please contact me or your Airport Project Manager if you have any questions or comments regarding the SPAM Program.

Sincerely,

A handwritten signature in blue ink that reads "Jonathan Z Arnold".

Jonathan Arnold, P.E.  
Deputy Director/Airport Development Manager

cc: Bobby Walston, P.E., Director  
Randy Finger, P.E., Statewide Programs Manager  
DOA – Airport Project Managers

**LETTER OF AGREEMENT FOR  
AIRPORT SAFETY/MAINTENANCE PROJECTS**

THIS AGREEMENT is made, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the  
(Airport Owner) \_\_\_\_\_  
as owner and operator (hereinafter referred to as "Sponsor") of the  
(Official Airport Name) \_\_\_\_\_  
(hereinafter referred to as "Airport,") and the North Carolina Department of Transportation (Division  
of Aviation), an agency of the State of North Carolina (hereinafter referred to as "Department"), for  
the purposes of future and as-yet unspecified safety or maintenance services to be performed by said  
Department in accordance with the terms, conditions and provisions hereof.

WITNESSETH

WHEREAS, the Sponsor is primarily responsible for maintaining the facilities of the Airport to  
protect and preserve the safety of flight operations at, from and to the Airport; and

WHEREAS, and the Department shares the interest of the Sponsor in the prompt and adequate  
maintenance and repair of the paved surfaces of the Airport which support aircraft movements on the  
Airport; and

WHEREAS, the Sponsor and the Department may, from time to time, mutually determine that  
certain paved surfaces and adjacent areas on the airport have aged and deteriorated and/or that other  
infrastructure is in need of maintenance or repair, and that the Sponsor could benefit from the  
assistance of the Department in accomplishing such maintenance and repair; and

WHEREAS, pursuant to Article 7 of North Carolina General Statute 63, the Department is  
authorized to undertake safety improvements of aircraft movement areas, on publicly owned and  
operated airports in North Carolina; and

WHEREAS, the Sponsor and the Department agree that upon the request by the sponsor and the  
acceptance by the Department, certain needed improvements at the Airport may be undertaken by the  
Department in conformance with the provision of North Carolina General Statute 63; and

WHEREAS, the Department requires a Commitment and Release of Liability statement to be on file  
in its offices, in order to be able provide and oversee such maintenance and repair at the Airport;

NOW THEREFORE, the Sponsor does hereby commit to the following measures:

1. This Letter of Agreement supersedes all prior agreements between the Department and Sponsor  
with respect to the subject matter of this Letter of Agreement.



2. Upon the Sponsor's approval, the Department, using NCDOT state forces and/or private contractor(s) under a Purchase Order Contract, may perform the requested maintenance and repair to the Airport. This work may include, but not be limited to; Joint and Crack Sealing, Pavement Repairs and Patching, Surface Treatments, Maintenance Overlays, Electrical, Grading, Drainage Improvements, Pavement Markings, or other infrastructure maintenance.
3. The Sponsor will receive notification from the Department of the Department's willingness to perform (or pay to have performed) any item or items of work approved by the Sponsor and a proposed schedule for performing the work and the force or contractor the Department proposes to perform the work.
4. If the schedule and the force or contractor proposed by the Department for performing the work is acceptable to the Sponsor, the Sponsor shall authorize the Department (or its contractors) to enter upon the property of the Airport during the scheduled time to perform the work.
5. If the schedule and the force or contractor proposed by the Department for performing the work is unacceptable to the Sponsor, the Sponsor shall inform the Department of the reasons for its objections and the Sponsor and the Department will engage in dialogue with the intent of determining if an alternative schedule or force or contractor is acceptable to both the Sponsor and the Department. If the Sponsor and the Department cannot reach agreement through the process described in paragraph 4 then the Department will withdraw its offer to perform the requested work.
6. The Sponsor hereby represents to the Department that the title to the pavement and adjacent areas of the Airport is vested in the Sponsor.
7. The Sponsor agrees to provide a duly authorized representative who will be present and/or available at all times the work is in progress (including nights and weekends, as applicable) to monitor project operations and assist the Department's representative.
8. The Sponsor agrees to provide a duly qualified operator who will monitor the airport's UNICOM radio transceiver at all times the work is in progress (including nights and weekends, as applicable) and will issue airport advisories as necessary on the UNICOM radio transceiver.
9. The Sponsor agrees, when needed, to formally close any runway, taxiway, or apron at all times when the work is in progress on that pavement area and to take appropriate steps to prohibit use of such areas by aircraft and/or ground vehicles while the work is being performed or the subject pavement areas are in an unsafe or uncured condition due to the conduct of the work.
10. The Sponsor agrees to issue and keep current the necessary Notices to Airmen (NOTAMS) through the Federal Aviation Administration (FAA) until all work is completed and the Department's representative notifies the Sponsor's representative that the affected areas may be returned to service.

11. The Sponsor agrees that the Department may, in its sole discretion, determine the design, scope of work, materials to be used, and methods of accomplishing the authorized work. The Department covenants that any and all such work as it performs or has performed at the Airport pursuant to this agreement will meet or exceed all relevant State of North Carolina and Federal Aviation Administration specifications for the type of pavement concerned and the type of maintenance or repair that is being performed.

12. To the maximum extent allowed by law, the Sponsor shall indemnify and hold harmless the Department and its officers and employees from all suits, actions, or claims of any character because of injury or damage received or sustained by any person, persons, or property resulting from work performed under this Commitment. This indemnity does not extend to causes of action arising from the negligence of the Department, its officers and employees or any of Department's contractors who performed the work.

13. Should Sponsor fail to comply with any material duty required of it under this Agreement the Department shall give written notice to the sponsor of the details of its non-compliance and provide a reasonable period in which the Sponsor can cure its non-compliance. Upon the expiration of said cure period without the Sponsor having come into compliance, the Sponsor agrees that, at its sole and unlimited discretion, the Department shall have the right to immediately stop all work being performed at the Airport and release the work area to the jurisdiction of the Sponsor.

14. The Sponsor understands that for the Department to perform maintenance or safety services, the Airport and Sponsor must be in good standing on all State and Federal Grant Requirements and Assurances before any project shall be performed under this Commitment.

15. Subject to the provisions of paragraph 13 above, this Commitment will expire on December 31, 2023. Subject to the provisions of paragraph 13 above, this Commitment may be terminated by either the Department or the Sponsor by providing written notification of termination. The effective date of termination pursuant to this paragraph shall be the date of receipt of the notice of written termination by the non-terminating party.

**NC Division of Aviation**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Bobby Walston, P.E.  
Aviation Director

WITNESS WHEREOF, the Sponsor has executed this Commitment on the date first written on Page 1 of this document.

FOR THE LOCAL AIRPORT SPONSORING AGENCY

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Official Sponsor: \_\_\_\_\_

Attest: \_\_\_\_\_

SEAL OF THE SPONSOR

A digital copy of this LETTER OF AGREEMENT in adopted form should be emailed to the Statewide Program Manager and your Airport Project Manager. General telephone number is: (919) 814-0550.

Statewide Program Manager - Randy Finger, P.E. [afinger@ncdot.gov](mailto:afinger@ncdot.gov)

Airport Project Manager (NW) - Rachel Bingham, P.E. [rsbingham@ncdot.gov](mailto:rsbingham@ncdot.gov)

Airport Project Manager (NE) – Ron McCollum, P.E. [remccollum@ncdot.gov](mailto:remccollum@ncdot.gov)

Airport Project Manager (SW) – Jared Penny [jjpenny@ncdot.gov](mailto:jjpenny@ncdot.gov)

Airport Project Manager (SE) – Ashley Clowes, P.E. [aeclowes@ncdot.gov](mailto:aeclowes@ncdot.gov)

Airport Project Manager (Commercial Service) – Todd Meyer, P.E. [tmeyer@ncdot.gov](mailto:tmeyer@ncdot.gov)

### Resolution of the Sponsor

A motion was made by (Name and title) \_\_\_\_\_  
and seconded by (Name and Title) \_\_\_\_\_  
for the adoption of the following resolution, upon being put to a vote it was duly adopted:

THAT WHEREAS (Airport Owner) \_\_\_\_\_  
(hereinafter referred to as "Sponsor") the North Carolina Department of Transportation (hereinafter referred to as "Department") requires a Commitment and Release of Liability statement to be on file, in order to provide and oversee maintenance and safety improvements on the operational surfaces of the (Official Airport Name) \_\_\_\_\_ ;  
in accordance with the provisions of North Carolina General Statute 63.

NOW THEREFORE, BE IT AND IS HEREBY RESOLVED, that the  
(Title of Airport Official) \_\_\_\_\_  
of the Sponsor be and is hereby authorized and empowered to enter into a Commitment and Release of Liability with the Department, thereby binding the Sponsor to fulfillment of its obligation as incurred under this resolution and its commitment to the Department.

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I, (Name and title of Public Notary) \_\_\_\_\_ ,  
of the (Name of Sponsoring Agency) \_\_\_\_\_ ,  
do hereby certify that the above is a true and correct copy of the minutes of  
(Name of Authorizing Board of the Sponsoring Agency) \_\_\_\_\_ ,  
held on (Date of Meeting) \_\_\_\_\_ .

WITNESS my hand and the official seal of the Sponsor.

This the day of (month, day, year) \_\_\_\_\_ .

Signed: \_\_\_\_\_

NOTARY SEAL



**LETTER OF COMMITMENT FOR  
AIRPORT SAFETY/MAINTENANCE PROJECTS  
(FIVE YEAR TERM)**

THIS COMMITMENT is made, this day of 12-19-15 (month, day, year),

from the Ashe County Airport  
(Official Airport Name)

which is hereinafter referred to as "Airport," and the

County of Ashe  
(Airport Owner)

which is hereinafter referred to as "Sponsor," to the North Carolina Department of Transportation (Division of Aviation), an agency of the State of North Carolina (hereinafter referred to as "Department"), for the purposes of future and as-yet unspecified safety or maintenance services performed by said Department.

WITNESSETH

WHEREAS, the Sponsor and the Department are concerned with maintaining the facilities of the Airport to enhance the safety of the traveling public and flight operations, and

WHEREAS, the Sponsor and the Department may mutually determine that certain paved surfaces and adjacent areas on the airport have aged and deteriorated and/or that other infrastructure is in need of maintenance, and

WHEREAS, pursuant to Article 7 of North Carolina General Statute 63, the Department is authorized to undertake safety improvements of these areas, on publicly owned and operated airports, and

WHEREAS, the Sponsor and the Department desire that the needed improvements be undertaken by the Department in conformance with the provision of North Carolina General Statute 63, and

WHEREAS, the Department requires a Commitment and Release of Liability statement to be on file, in order to provide and oversee maintenance and safety improvements on the operational surfaces.

NOW THEREFORE, the Sponsor does hereby commit to the following measures:

1. The Department, using NCDOT state forces and/or private contractor(s) under a Purchase Order Contract, may perform maintenance and safety improvements to the Sponsor's airport. This work may include, but not be limited to; Joint and Crack Sealing, Pavement Repairs and Patching, Surface Treatments, Maintenance Overlays,

Electrical, Grading, Drainage Improvements, Pavement Markings, or other infrastructure maintenance.

2. The Sponsor would expect notification from the Department prior to any work being performed.
3. The Sponsor hereby assures the Department that the title to the pavement and adjacent areas are vested under the Sponsor and hereby authorizes the Department and authorized Contractor(s) to enter onto the premises of the Sponsor and accomplish any of the work items as described in Paragraph 1 above.
4. The Sponsor agrees to provide a duly authorized representative who will be present and/or available at all times work is in progress (including nights and weekends, as applicable) to monitor project operations and assist the Department's representative.
5. The Sponsor agrees to provide a duly qualified operator who will monitor the airport's UNICOM radio transceiver at all times work is in progress (including nights and weekends, as applicable) and will issue airport advisories as necessary on the UNICOM radio transceiver.
6. The Sponsor agrees, when needed, to formally close any runway, taxiway, or apron at all times work is in progress on that pavement and to take appropriate steps to prohibit use of such areas by aircraft and/or ground vehicles.
7. The Sponsor agrees to issue and keep current the necessary Notices to Airmen (NOTAMS) through the Federal Aviation Administration (FAA) until all work is completed and the Department's representative notifies the Sponsor's representative that the affected areas may be returned to service.
8. The Sponsor agrees that the Department may, in its sole discretion, determine the design, scope of work, materials to be used, and methods of accomplishing this safety improvement project.
9. To the maximum extent allowed by law, the Sponsor shall indemnify and hold harmless the Department and its officers and employees from all suits, actions, or claims of any character because of injury or damage received or sustained by any person, persons, or property resulting from work performed under this Commitment or on account of, or in consequence of any negligence in safeguarding the performance of said work.
10. The Sponsor agrees that, at its sole and unlimited discretion, the Department shall have the right to immediately stop all work being performed should the Sponsor not comply with provisions pursuant to this Commitment.
11. The Sponsor understands that for the Department to perform maintenance or safety services, the Airport and Sponsor must be in good standing on all State and Federal

Grant Requirements and Assurances before any project shall be performed under this Commitment.

12. Subject to the provisions of paragraph 10 above, this Commitment will expire in five years. Subject to the provisions of paragraph 10 above, this Commitment may be terminated by either the Department or the Sponsor by providing written notification of termination. The effective date of termination pursuant to this paragraph shall be the date of receipt of the notice of written termination by the non-terminating party.

IN WITNESS WHEREOF, the Sponsor has executed this Commitment on the date first written on Page 1 of this document.

FOR THE LOCAL AIRPORT SPONSORING AGENCY

Signed: Jeffery G. Lee

Title: Chairman, Board of Commissioners

Official Sponsor: County of Ashe

Attest: Chris J. Clark

SEAL OF THE SPONSOR



The LETTER OF COMMITMENT in adopted form should be returned to the Division of Aviation's designated Airport Project Manager. General telephone number is: (919) 814-0550

**Physical Address (for UPS and FedEx deliveries)**  
1050 Meridian Drive  
Morrisville, NC 27560

**US Mail Deliveries:**  
1560 Mail Service Center  
Raleigh, NC 27699-1560

Resolution of the Sponsor

A motion was made by Commissioner Rhodes  
(Name and title)

and seconded by Commissioner Sands  
(Name and title)

for the adoption of the following resolution, upon being put to a vote it was duly adopted:

THAT WHEREAS County of Ashe (hereinafter referred  
(Airport Owner)

to as "Sponsor") the North Carolina Department of Transportation (hereinafter referred to as  
"Department") requires a Commitment and Release of Liability statement to be on file, in order to  
provide and oversee maintenance and safety improvements on the operational surfaces of the  
Ashe County Airport; in accordance  
(Official Airport Name)  
with the provisions of North Carolina General Statute 63.

NOW THEREFORE, BE IT AND IS HEREBY RESOLVED, that the

Chairman, Bd. of Commissioners of the Sponsor be and is hereby authorized  
(Title of Airport Official)  
and empowered to enter into a Commitment and Release of Liability with the Department,  
thereby binding the Sponsor to fulfillment of its obligation as incurred under this resolution and  
its commitment to the Department.

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I, Ann J. Clark, Clerk to the Board, of the  
(Name and title of Public Notary)  
County of Ashe, do hereby certify that the above  
(Name of Sponsoring Agency)  
is a true and correct copy of the minutes of Ashe County Board of  
(Name of Authorizing Board)  
Commissioners, held on December 19, 2015.  
of the Sponsoring Agency) (Date of Meeting)

WITNESS my hand and the official seal of the Sponsor.

This the day of 12-19-15 (month, day, year)

Signed: Ann J. Clark

