

**CARSON CITY AIRPORT AUTHORITY
MEETING MINUTES**

WEDNESDAY, APRIL 16, 2008 – 6:00 P.M.

Public Meeting at:
CARSON CITY COMMUNITY CENTER
SIERRA ROOM
851 E. WILLIAM STREET
CARSON CITY, NEVADA

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- A. CALL TO ORDER, ROLL CALL, AND DETERMINATION OF QUORUM. The regular meeting of the Carson City Airport Authority was called to order at 6:00 p.m. Roll call was taken, and quorum was determined:

Present: Don Peterson, Neil Weaver, Collie Hutter, Steve Lewis, Walt Sullivan, David McClelland and Richard Staub

Absent: *None*

Staff: Jim Clague, Steve Tackes and Yvon Weaver

- B. PLEDGE OF ALLEGIANCE

- C. APPROVAL OF THE MINUTES OF PAST MEETINGS OF THE AIRPORT AUTHORITY. Regarding the minutes for the 19 March 2008 regular meeting, Mr. Clague provided corrections to the Engineer's Report. There were no additional corrections. Mr. Sullivan moved to approve the minutes as corrected. Mr. Weaver seconded the motion. The vote was called and the motion carried, with Mrs. Hutter abstaining from the vote, as she was not in attendance at that meeting.

- D. MODIFICATION OF THE AGENDA. *The Chairman reserves the right to modify the agenda in order to most effectively process the agenda items.* Item G(5) was moved to Item G(1), with all other items following in posted order thereafter. There were no objections to this change, and the meeting proceeded.

- E. PUBLIC COMMENT. *Members of the public who wish to address the Airport Authority may speak on non-agendized matters related to the Airport. Comments are limited to three (3) minutes per person or topic. If your item requires extended discussion, please request the Chairman to calendar the matter for a future Airport Authority meeting.*

Mr. Kim Sloat, Vice President and Nevada Regional Manager for Herris & Associates, addressed the Board. Mr. Sloat reported that Herris & Associates is a local construction management firm that was incorporated in 1974. Mrs. Weaver had distributed copies of

their statement of qualifications to the Board, which Mr. Sloat had provided earlier in the week. Mr. Sloat stated that Herris & Associates provide third-party construction management services for authorities such as the Airport Authority. Mr. Sloat reported that his firm just finished up work with Oakland International Airport, and is currently working with Fresno International Airport. Mr. Sloat stated that he has an office in Carson City and in Las Vegas, and wanted to make the Board aware of his firm's presence and offer their services as a third-party agent for the Airport, should the Airport Authority need them.

There were no additional public comments at this time.

F. CONSENT AGENDA

There were no items on the consent agenda at this meeting, and the Consent Agenda was therefore closed without objection.

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All matters listed under the consent agenda are considered routine, and may be acted upon by the Airport Authority with one action and without an extensive hearing. Any member of the authority or any citizen may request that an item be taken from the consent agenda, discussed and acted upon separately during this meeting. The Chairman or the Vice-Chairman retains discretion in deciding whether or not an item will be pulled off the consent agenda.

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**** END OF CONSENT AGENDA ****

G. PUBLIC HEARINGS

- (1) New Item (1), Formerly Item (5). DISCUSSION AND ACTION TO APPROVE A CLASS 2 FBO REQUEST FROM AUMIE DEVOLL TO CONDUCT FLIGHT SCHOOL ACTIVITIES (AIRCRAFT FLIGHT TRAINING, AIRCRAFT RENTALS AND SALES OF PILOT SUPPLIES AND ACCESSORIES) TO BE CONDUCTED FROM THE STERLING AIR CLASS 1 FBO FACILITIES (*A. Devoll, B. Drake and S. Gorman*).

Mr. Lewis recused himself for this item, since the proposed Class 2 FBO would be leasing space in his hangar. Mr. Lewis passed the gavel to Mr. Sullivan, and stepped down from the dais. Mr. Sullivan read the agenda item, and, noting that Mrs. Devoll has appeared before the Board regarding this item in the recent past, asked Mrs. Devoll to review her proposal once again and to indicate to the Board whether she had anything new to report.

Mrs. Aumie Devoll addressed the Board, and stated that she had brought extra copies of her proposal for anyone who did not bring their copies handed out at the February meeting. She apologized for not providing more detailed information at her appearance

at the February meeting, stating that she was too brief in her explanation of her proposal. Mrs. Devoll stated that she has compiled a more detailed financial statement, and hoped that it included enough information. Mrs. Devoll stated her hope that the more complete financial statement and additional information regarding the school and the aircraft would make things more clear and help allay the hesitation that the Board has about approving this project.

Mrs. Devoll stated that Mr. Bill Drake had been talking with her husband, Buzz Devoll, for several months regarding the light sport aircraft industry, and Mrs. Devoll thought this would be something in which she would like to invest. Mrs. Devoll stated that she met with Mr. Drake, and decided to move forward with starting a flight school. She asked to have a flight school at the Airport, operating out of the Sterling Air building as a Class 2 FBO, to be a light sport pilot, a private pilot, and use her plane to provide IFR training and as rental aircraft.

Mrs. Devoll described that her aircraft is a Zodiac, manufactured by AMD out of Georgia. She is purchasing the plane, and leasing it to Buzz Air, LLC. The aircraft is fully paid for, and is arriving in a couple of days.

Mrs. Devoll stated that she has opened the LLC for Buzz Air, and presented copies of the certificate to the Board for their review.

Mrs. Devoll stated that she has secured a binding policy with Britt Hawke Aviation Underwriters, covering the insurance requirements of the Airport Authority.

Mrs. Devoll has three instructors who are prepared to teach: Bill Drake, Shane Gorman and Bill Kessler. Mrs. Devoll stated that she has information regarding each instructor in the information packets previously distributed to the Board.

Mrs. Devoll stated that the insurance company is requiring the chief flight instructor (Mr. Drake) to have 25 hours in the aircraft before being allowed to instruct in it. The other two instructors (Messrs. Gorman and Kessler) to have 5 hours of dual instruction and an additional 20 hours in the Zodiac prior to instructing students. Mrs. Devoll stated that Mr. Drake will have met that requirement by the time he delivers the aircraft, and will be working with the other two instructors to prepare them to teach.

Mrs. Devoll offered to prepay the first six months of the Airport Authority lease, and is working out the same arrangement with Sterling Air. Mrs. Devoll stated that this was a significant investment for her, but believes there is a lot of interest in light sport aviation, and is excited about this venture. Mrs. Devoll stated that she already has an extensive list of students that want to start taking lessons as soon as the school is approved.

Mrs. Devoll stated that Mr. Drake could not be present for this meeting, as he was at the Lakeland (Florida) air show, and is currently en route, flying the Zodiac to Sterling Air. Mrs. Devoll reported that Mr. Shane Gorman was present and could provide additional information for the Board.

Mr. Shane Gorman addressed the Board. Mr. Gorman explained that the differences between a private pilot and a sport pilot are that the FAA requires a private pilot to have a minimum of 40 hours of flight time, with 65 hours being the average, while a sport pilot's time requirement is a minimum of 20 hours. No night flight training is required for a sport pilot, and no instrument flight training is required. A sport pilot is not required to learn radio navigation, and there is no requirement to fly at an airport with a control tower (such as Reno Tahoe). Mr. Gorman discussed the requirements in some

detail, stating that the sport pilot category was created to accommodate those people who just wanted to fly a plane on a nice Saturday afternoon. Mr. Gorman stated that Mr. Drake has over 20,000 hours of flight time, with 6,000 hours of instruction time. Mr. Gorman stated that he and the other instructor have around 2,000 hours each.

Mr. Weaver asked if the light sport airplanes were capable of spinning. Mr. Gorman stated that spin training has not been a requirement for private pilots for several years. Mr. Weaver asked again if the light sport category aircraft were capable of spinning. Mr. Gorman stated that he did not know, and therefore did not know if spin training would be required for the light sport category. He stated that it was only required for a CFI rating. Mrs. Devoll stated that the aircraft can spin, but after some discussion deduced that it was not a FAR requirement to know how to pull out of one.

Mr. Sullivan asked about training to operate a radio, since Mr. Gorman had mentioned that his training would not include such instruction. Mr. Gorman stated that the light aircraft do not have to know how to use a radio, and that on their check ride, when with the examiner, the students do not have to demonstrate an ability to use VOR navigation.

Mr. Sullivan expressed concern that these pilots understand and know how to use a radio to announce their landings and take-offs. Mr. Gorman stated that a radio would be used for communication, but not for navigation.

Mr. Peterson asked about the climb rate for the aircraft at 5,000 feet, max gross. Mr. Gorman said that he did not know, but guessed it would be around 400 to 500 feet. Mr. Gorman stated that the Zodiac's performance was similar to a Cessna 152, and has a 100-hp engine. Mr. Gorman stated that they would need to be sensitive to temperatures in the area, as it would make a difference in the climb rate, and use good judgment. If the temperatures weren't right, they would not fly.

Mr. Peterson asked how it would affect the proposed budget if the weather were such that they could not fly for 80 percent of a weekend. Mr. Gorman stated that they were not likely to have a day where for 80 percent of it they could not fly. Mr. Gorman stated that flying in the early mornings was best, and the plan was to typically be finished for the day by 1 or 2 in the afternoon. Mr. Gorman stated that this was based on his experience. He did not see the temperatures as a big factor, but they were certainly a consideration.

Mrs. Hutter directed her question to Mrs. Devoll. Regarding the limited liability company, Mrs. Hutter asked if there was a board of directors that goes with it. Mrs. Devoll stated that she was not required to have a board, and that her name was the only name on the documents.

There were no further Board questions at this time, and there were no public comments.

Mr. Sullivan called for a motion. No motion was made.

Mr. Sullivan asked a question of Mr. Tackes, indicating his concern about some of the documents that Mrs. Devoll had presented at her previous appearance before the Board. Mr. Sullivan pointed out that Mrs. Devoll had not met all of the criteria for a Class 2 FBO at that time, and asked Mr. Tackes for his opinion on the documents presented at this meeting.

Mr. Tackes stated that it would be a judgment call by the Authority as to whether or not Mrs. Devoll had met all of the criteria and presented her business as financially viable.

Mr. Tackes stated that the big issue at the previous meeting was that there was no information as to what training or certificates the instructors had. Mr. Tackes said that he thought he was hearing that the instructors would need to be a certified flight instructor (CFI).

Mr. Gorman stated that anyone who is rated as a CFI could teach as a sport pilot instructor. They can also become a CFI expressly for the purpose of being a sport pilot instructor, and can go "up to" private and commercial.

Mr. Tackes said that this would be an adequate answer to his question.

The other question that Mr. Tackes expressed was regarding the financial issue. Mr. Tackes stated that his review of the financial statement showed him that the group was in debt up to \$393,000, with no information as to how this will be paid. There are also very little in liquid assets shown on the statement. The proposal is to prepay the first six months of the FBO fee, which is \$600, but the standard according to Title 19 is that the applicant must demonstrate that they can sustain their business for six months. Mr. Tackes stated that he did not see these items matching up when he reviewed the proforma, but this is a decision for the Board to make.

Mrs. Devoll asked if Mr. Tackes' opinion was based on her original submittal, or the revision. Mr. Tackes stated it was based on the latest information provided.

Mr. Tackes also indicated that he never did hear a clear statement regarding Mr. Devoll's involvement. Mr. Tackes explained that the financial information shows that both Mr. and Mrs. Devoll are involved in the business, but Mrs. Devoll has only talked about herself.

Mrs. Devoll stated that Mr. Devoll was not involved in the business.

Mr. Sullivan asked Mrs. Devoll if she was stating, for the record, that Buzz Devoll would not be involved in the business. Mrs. Devoll stated that Mr. Devoll would not be an employee of nor would he be an instructor in the business.

Mr. Sullivan asked Mrs. Devoll if Mr. Devoll would be present. Mrs. Devoll stated that he would not. Mr. Sullivan clarified that Mrs. Devoll was saying that Mr. Devoll would not be at the Airport. Mrs. Devoll stated that she could not say that Mr. Devoll would not be at the Airport, as he is friends with Mr. Drake and Mr. Lewis, and also keeps his airplane at the Sterling Air hangar. Mrs. Devoll stated that as far as Buzz Air is concerned, however, Mr. Devoll would not be there.

Mr. Sullivan asked Mrs. Hutter if she wanted to address the financial statements.

Mrs. Hutter stated that the financial statements could be read many ways, and asked Mrs. Devoll if she felt she had sufficient liquid assets to maintain the business. Mrs. Hutter pointed out that Mrs. Devoll could expect that there would be losses in the first couple of months before business was built up, and asked if Mrs. Devoll believed she had enough liquid assets to maintain the business through a slow period of at least six months.

Mrs. Devoll stated that she did.

Mr. Tackes stated that the financial documents are in the name of Mr. and Mrs. Devoll,, even though Mrs. Devoll has stated that Mr. Devoll would not be involved in the business. Mr. Tackes stated that he did not know how to base an application on

something that includes someone who will not be involved in the business yet they are involved in the finances. Also, Mr. Tackes stated that it is one thing to ask if there is enough money to do the job, but the money is not shown in the financial statement. Instead the financial statement shows \$393,000 in financial liability, and based on the description provided at the previous meeting, it sounds like this money was taken from a home equity loan that was used to purchase the aircraft. It is not as though there was cash available to make the purchase.

Mrs. Devoll confirmed that a home equity loan was taken, but that only a portion of those funds was used to purchase the aircraft. Mrs. Devoll allotted \$150,000 to start the business, and \$117,000 to purchase the aircraft, and apologized for not making that clear.

Mr. Peterson stated that, speaking as a business owner/operator, Mrs. Devoll's presentation would not pass his investment test. There was not enough revenue cash on hand to support the investment. Mr. Peterson stated that the Airport Authority has a duty to determine if the business would survive the first six months, but believes that the Authority has a broader duty to determine if Mrs. Devoll's business would survive longer than that and be an asset to the Airport. Mr. Peterson stated that if someone came to him with this business plan and asked for his opinion, he would tell them there is no way they should be putting this kind of money into the business as described with such a low projection on the return. Mr. Peterson stated that it would be his opinion that the business would not thrive or even survive as a business.

Mr. Sullivan reiterated his request for a motion, but none was forthcoming.

Mr. Staub moved that the Board move on to the next item. Mr. Sullivan asked for the consensus of the Board. The Board unanimously agreed to move on.

There was no action taken on this item, and the item was closed. Mr. Lewis returned to the dais.

- (2) New Item (2), Formerly Item (1). DISCUSSION AND ACTION REGARDING APPROVAL OF TASK No. 5 TO PBS&J'S CONTRACT TO PROVIDE CONSTRUCTION MANAGEMENT, INSPECTION AND TESTING DURING THE HILL REMOVAL PROJECT (*J. Clague*). Mr. Jim Clague, Airport Engineer, provided some background information regarding this item. He stated that the Airport Authority had issued a request for qualifications several years ago, and through the proposal process selected PBS&J as the Airport Engineering firm to conduct airport planning and design, and to provide construction management services. The current contract with PBS&J was extended an additional two years on August 16, 2006, and the FAA also approved that contract and contract extension.

Mr. Clague explained that the purpose of this item is for approval of PBS&J to provide construction management and testing services during the hill removal process. This is Task #5 to the existing contract with PBS&J. Services anticipated under this task would be to attend and conduct the preconstruction conference, review material submittals during the construction project, provide materials testing for compaction of the building pads at the southwest portion of the Airport, provide QA surveying for grades of the building pads at the southwest portion of the parcel, provide record drawings, final report, update the Airport Layout Plan, submit documents to the FAA and close out the project.

Mr. Clague explained that the total amount for this task is \$137,000, based on a time and materials basis, not to exceed that amount. Mr. Clague requested that the Board approve Task #5 to the existing contract with PBS&J.

Mr. Lewis asked if there were any comments or discussion by the Board. There were none at this time. Mr. Lewis called for public comments.

Mr. Kim Sloat of Herris & Associates asked if PBS&J would be doing the survey work and materials testing, or be subbing it out. Mr. Clague stated that PBS&J would be doing the survey work, but would be subbing out the materials testing portion.

There were no additional public comments, and the public comment portion of this item was closed.

There was no additional Board discussion. Mr. Lewis called for the motion.

Mrs. Hutter moved to approve Task #5 to the contract with PBS&J, to provide construction management, inspection and testing regarding removal of the hill, at a price not to exceed \$137,000.

Mr. Peterson seconded the motion.

There was no additional discussion. The vote was called and the motion carried with six ayes and one nay (Mr. McClelland).

- (3) DISCUSSION AND ACTION REGARDING 14 CFT PART 139 COMPLIANCE FOR CERTIFICATION OF KCXP (*N. Weaver*). Mr. Weaver reported that it has been brought to his attention that the state has placed an RFP, soliciting air service for state employees who travel between Carson City and Las Vegas on a daily basis. The state has been sending their employees to the Reno Airport to fly primarily via Southwest Airlines, but with rising costs the state is looking for more effective ways of transportation.

The state is seeking aircraft that would seat 30 passengers, and FAA regulations require a Part 139 certification for airports that accommodate 30-passenger aircraft. Part 139 certification is a paperwork-keeping option. Procedures have to be developed and maintained per requirements of FAA regulations and for their inspectors' review. Mr. Weaver reported that he has talked with a representative in Los Angeles regarding the requirements to fulfill this certification. Some of the requirements include that the painted hold lines have to be changed from white to white with red and black. We would have to have a pothole fill procedure, should one develop. We would need to have access to a crash/fire rescue service. Mr. Weaver explained that any and all of these requirements could be waived due to the nature of this type of service. If the state was only contemplating one flight in and one flight out, it probably would not require a full house of regulations.

Mr. Weaver explained that when he heard about the RFP, issued for the convenience of the state of Nevada, he assumed that the Airport would need to entertain the option of

upgrading our facility to a Part 139 facility, and that is why he placed this item on tonight's agenda. Mr. Weaver has also obtained information from the FAA regarding Part 139, and has distributed this information to members of the Board.

Mr. Peterson commented that he did not see Carson City serving its best needs as a carrier Airport. The Airport is small, and we have noise issues. Mr. Peterson stated that if we pursue this type of business, there would be bigger demands to maintain the Airport as a Part 139 airport. Mr. Peterson stated that it is only a 30-minute drive from Carson City to a major airport (Reno), and he did not see this as a burden on any individual compared to the trying to certify the Carson City Airport as a carrier airport.

Mr. Sullivan stated that he has concerns with this. He stated that he has looked at the RFP, and before the Airport Authority can approve anything the scope of work of the RFP needs to present more information. Mr. Sullivan stated that this additional information would need to be provided to the public at large for their review and comment. Also, Mr. Sullivan pointed out that the Airport Authority would need to know what type of aircraft is being sought, how many flights would be flown, whether our parking lot is large enough to handle the additional parked vehicles, what type of waiting area would be required for passengers, where would people go once they got to McCarran, whether we have to get involved with TSA regulations concerning baggage and boarding procedures, and other amenities, such as food service, restrooms, handicap facilities and accommodations. Mr. Sullivan stated that there are a whole bunch of questions that need to be answered before we could proceed. Mr. Sullivan pointed out that the Airport Master Plan does not mention anything about providing commuter services, and we owe it to the community, with whom we have a good working relationship, to explore this. Mr. Sullivan stated that it might be a really good idea, but he thought it was premature right now.

Mr. Weaver said these were all excellent ideas, and thanked Mr. Sullivan for his research and comments. Mr. Weaver stated that he wanted it to be very clear that he does not have "a dog in this hunt," and explained that he does not have a contract with the state, he does not have an air carrier certificate, and he has no intention of getting one. Mr. Weaver stated that he heard about the RFP, read it, and was doing his due diligence as an Airport Authority member by bringing it to the Board for their review. It came up and concerned the Airport, no one else recognized it, and that's the reason why he brought it forward.

Mr. Weaver stated that the Master Plan is a guiding document, but is not cast in stone, as it cannot see into the future. The state came forward, and said that they were trying to save money for the state by having this type of service. If the state saves money, and the community where the Airport resides can serve the state by helping them save money, there should not be a problem. If this idea doesn't fit, then it doesn't fit, but we have to begin the process of looking at it. Regarding where people will go when they get to McCarran, Mr. Weaver asked why it was assumed the proposed carrier service from Carson City would fly to McCarran International Airport, when there are other, smaller, airports nearby, and why would it matter to this decision. Mr. Weaver stated that there are many questions, and they cannot be answered until we begin to go through the process.

Mr. Sullivan stated that the initial closing date for the RFP was April 4th, but after Mr. Sullivan talked with Mr. Greg Smith at State Purchasing, the date was extended to April 30th at 2 p.m. Mr. Sullivan thought that if someone came forward in response to the RFP, some of the questions might be answered at that time. Mr. Sullivan reiterated that he thought it was still premature.

Mr. Lewis asked when the state came to the Board, as he did not recall the state coming before the Board to present this RFP.

Mr. Weaver answered that the state had come forward to the community at large and the state in general with their request for proposal, and that he had become aware of the RFP as a member of the community. Mr. Weaver stated that behooved the Airport to be aware of such things, and to be prepared to answer any questions that may be asked. Mr. Weaver stated that it would not engender any type of financial burden on the Airport Authority to investigate the RFP or to investigate the associated issues and be prepared to answer any questions. Mr. Weaver stated that he saw that this could have a positive financial impact on the community, and also a negative financial impact if the state takes their business elsewhere when Carson City could have had it. What if the state comes in and buys ramp space from Sterling Air? What if they built a new terminal building, and paid for all the upgrades to service? What if they pay concession fees? What if they paid landing fees? Mr. Weaver stated that he respectfully disagreed with Mr. Sullivan, and thought that now was in fact the time to consider all of the options and begin the process.

Mr. Sullivan thought that now might also be the time to rewrite the Master Plan and consider this and other items as well.

Mr. Weaver pointed out that he is on record many times as saying that the Carson City Airport will never have scheduled service at Carson City, as he didn't see the need and didn't think it would ever happen. It hasn't happened yet, but it could, and then (Mr. Weaver) would be wrong.

Mrs. Hutter stated that she has been out of town, and wondered if the state actually came directly to the Board and asked about this item. Mr. Sullivan stated that they have not come to the Board for the past six months.

Mr. Weaver reported that he has known about this for over a year. He was asked to participate in a meeting with the state to discuss the idea with Mr. Smith and others. Mr. Weaver indicated that he thought it was a financially and fiscally the smart thing to do. Mr. Weaver explained that the state is looking at saving a considerable amount of money, and believes that our Airport is in a position to service that need while making some money for the Airport. Mr. Weaver stated that was why he investigated this particular item.

Mr. Peterson stated that the state will go through the process common to RFP's, and that is, they will issue an RFP, they'll gather information, they'll grind it up and they'll decide what to do. They might award it, or they might not do anything at all. They might decide to simply charter an aircraft, and if they do, then we are already in a position to handle chartered flights, and we haven't had to do anything. Then they might

also come to us and say they'd like us to make the Airport a nicer place for them, and we can consider their request.

Mr. Lewis asked if there were any other Board comments.

Mr. Weaver answered Mrs. Hutter's question of did the state approach the Airport Authority regarding this. Mr. Weaver answered that they did not, but that he became aware of it when he became involved in a discussion where the state indicated a budding interest in it. Mr. Weaver pointed out that the state does not have to ask permission of the Airport Authority to use a federally funded and owned airport for take-offs and landings. They already fly in and out of here every day, and they did not bring their wishes to the Board nor did they ask our permission. They did not have to; they simply showed up, and they currently run two flights every day: Flight 702 flies south, and Flight 775 flies north. Mr. Weaver stated that he was bringing this item to the Board's attention, as he believes it was in the Board's best interest to see if we can better serve the state's needs.

Mr. Lewis asked if there were any public comments.

Mr. Bill Abbott addressed the Board. He stated that a typical 30-passenger aircraft is a turbo prop unit, and typically pretty quiet. Mr. Abbot pointed out that state could redo the existing terminal building to fit their purposes, and noted that the tax revenue from a 30-passenger aircraft would also fit nicely into the Airport's budget. Mr. Abbott stated that the state might also end up building a new hangar, too, and explained that this could be a gift horse, and maybe we shouldn't look the gift horse in the mouth, especially if the risk to the Airport is zero, as he believes it is.

Mr. Jason Walden of Vision Airlines addressed the Board. Mr. Walden explained that he represented one of the airlines that has bid on this RFP to the state of Nevada, and thanked the Board for hearing him. Mr. Walden provided some statistics on his aircraft, and stated that he was here to provide information on their 30-passenger aircraft if the Board had any questions.

Mr. Weaver asked Mr. Walden how his company would handle security, baggage and questions on dealing with TSA requirements, or how it would work. Mr. Walden stated that there are different security programs for different sizes of aircraft, and stated that Vision Airlines operates under two different security programs: the standard AOSSP, which is the shoes off and be x-rayed program, and also operates under the 12-5 standard security program, which has the same requirements for crews (airplane inspection, criminal history record check on crew members, reviewing a government-issued ID, etc.), but passenger handling is conducted by running names through TSA's no fly list, and baggage is handled conventionally (the same way that a normal large air carrier would handle it). Vision Airlines personnel handles all of this.

Mr. Weaver asked Mr. Walden for his interpretation of what the state was seeking with this RFP. Mr. Walden stated that his company's interpretation is that the state is pursuing a shuttle operation for their employees (a corporate shuttle), and is asking for a morning time operation that travels round trip from Carson City to Las Vegas, and back, five days per week. It could also operate on weekends, depending on the state's requirements, up to one time per weekend.

Mr. Walden addressed Mr. Peterson's previous comment by stating that the charter could be conducted at the Carson City Airport now, as is, but that Part 139 is a requirement for scheduling this same service. If the state chooses to leave the service as a charter service, as it currently is, they can use any public airport.

Mr. Lewis asked if there were any other public comments.

Mr. Ken Welsh of 4220 Apollo Drive addressed the Board. He stated that over the years there have been several complaints from people on Apollo Drive regarding noise, and the Airport Authority has always addressed that. Mr. Welsh stated that he owns an 1172, but doesn't have a hangar because they're scarce in this area. Mr. Welsh stated that if the Master Plan is going to be opened up for change, all the lots on Apollo Drive are half-acre lots, and all the Airport Authority would have to do would be to put hangars on all those lots, and the noise complaints would disappear.

Mr. Harlow Norvell addressed the Board. Mr. Norvell stated that he had previously served on the Airport Authority, and was involved in the Master Plan process. Mr. Norvell stated that it has always been his understanding that the Airport Authority would never pursue scheduled service on the Airport because of the high potential of negative factors that it carries. Mr. Norvell stated that he believed to do so would represent a breach of public trust. Mr. Norvell stated that he had always understood that the Carson City Airport would be maintained as an executive facility, and would not enter into competition with the Reno-Tahoe Airport. Mr. Norvell stated that it was his suggestion that only the FAA was qualified to say what would be required to indicate a Part 139 airport. Mr. Norvell stated that if we did pursue Part 139 compliance, and achieved that, it would open the door to anyone who wanted to use our Airport for that purpose. Mr. Norvell stated that no doubt Vision Airlines was an excellent company, and he was not questioning them, but to pursue this without a direct request from the state of Nevada to do so was ill timed and ill conceived. Mr. Norvell stated that if any Board member has lobbied Nevada state purchasing to publish this RFP, and that if any Board member makes a profit or realizes a benefit from that, Mr. Norvell would ask the Chairman to ask that Board member to disclose that information to the public, and further asked the Chairman and the Board to consider to NOT entertain this item at this time.

Mr. Walden addressed the Board again. He reminded the Board of the safety record of professional aviation versus general aviation. Regarding wet runways, Mr. Walden pointed out that the RFP included using Reno when weather at Carson City was unsuitable. Mr. Walden stated that there was absolutely no Board interest in Vision Airline's RFP, or in the proposal to the state. Mr. Walden stated that he used Mr. Weaver's first name in speaking with him, but that is because he had just met Mr. Weaver for the first time today, when he landed his aircraft at Carson City. Mr. Weaver talked with Mr. Walden, and invited Mr. Walden to tonight's meeting. Mr. Walden stated that this was the extent of his knowing anyone on this Board. Mr. Walden stated that if Carson City would like scheduled service, Vision Airlines would like to be present to provide that service.

Mr. Walden stated that if anyone had any questions of him, he had provided Mrs. Weaver, the Airport Manager, with his contact information. Mrs. Weaver stated that she had passed out Mr. Walden's business cards to each person on the Board.

Mr. Lewis asked if there were any additional public comments. There were none at this time. Mr. Lewis asked if there were any additional Board comments.

Mr. Weaver stated that, in the interest of transparency and public disclosure, he had no fiduciary interest in Vision Airlines or in the state's RFP, was not contemplating anything, has not signed any contracts, and has no services to offer in this regard.

Mr. Norvell abruptly approached the podium, and emphatically inferred that Mr. Weaver was trying to increase his personal profits in fuel sales by bringing this business to the Airport.

Mr. Weaver pointed out that the fuel service in which he was involved was a self-service fueling island, and he would realize absolutely no profit from such a service provided by Vision Airlines or anyone similar, since those types of aircraft are prohibited from using self-service fuel. Mr. Walden confirmed that regulations require that his company had to use a fueling service, and they were prohibited from utilizing a self-service facility.

Mr. Peterson moved to not consider Part 139 certification at this time, and to not expend any further energy on it unless it changes in the future.

Mr. Sullivan seconded the motion. there was no further discussion. The vote was cast and the motion carried.

- (4) New Item (4), Formerly Item (3). DISCUSSION AND ACTION TO CONSIDER A REQUEST FOR THE LEASE OF ADDITIONAL LAND; CONSIDERATION OF APPRAISAL; DETERMINATION OF THE AREA TO BE CONSIDERED FOR LEASE; DETERMINATION OF MINIMUM LEASE RATE, MINIMUM TERMS AND CONDITIONS; USE OF CURRENT MODEL LEASE; DETERMINATION OF DATE OF BID SUBMISSION, BID OPENING, BID CONSIDERATION AND AWARD OF LEASE; APPROVAL OF RESOLUTION AND NOTICE TO BID; AUTHORIZATION FOR STAFF TO PROCEED WITH ADVERTISING REQUEST FOR BIDS (*S. Tackes*). Mr. Tackes stated that this item arose out of a request to lease property in the center triangle area of the Airport. The first task was to obtain an appraisal on the land being considered for lease, and this appraisal was obtained yesterday. The next task was to identify the land, then identify the rate to be charged, along with minimum terms and conditions. Finally, the deadline date to receive sealed bids must be determined, along with opening the bids and hearing any oral bidding process, and ultimately the Board approves a resolution that contains all that information.

Mr. Tackes stated that the appraisal came back at 30¢ per square foot (sf) per year. This price was based on comparable land and sales, and did not include our sale where we bought land from Mr. Serpa at about \$7 per sf, which would have pushed the number a little higher.

Mr. Tackes stated that if the Board wants to pursue this, then they would need to adopt the resolution to put the land out for bid. Mr. Tackes suggested picking out dates that would give us a week from two meetings from now (June), and go forward from there.

Mr. Sullivan stated that Mr. Tackes had done a good job with this, and noted that we could go out to July or August for bids also, as the appraisal is good for six months.

On the model lease agreement, Mr. Sullivan stated that there were three areas that would need a couple of revisions, and reviewed those changes. Mr. Sullivan noted that Mr. Clague had recently recorded a record of survey for the Center Triangle, and if someone was successful on the lease agreement, a record of survey needed to be conducted for the assessor's office. This requirement needs to be inserted in the model lease agreement. Mr. Sullivan also had minor changes to the lease agreement model, Section 8, Page 9, Section F, Residential Quarters; and on Page 14, where it talks about obeying all relevant laws and rules, and suggested inserting reference to CCMC Title 19.

Mr. Weaver asked if the Airport Authority had ever bundled a lease proposal in the past, with all the information determined in advance. Mr. Tackes stated that these are the same steps that are taken every time property is put out to lease, with the exception of the requirement for the appraisal, which is a recent requirement.

Mr. Weaver pointed out that on Page 40 of the appraisal, the rate changes from 30¢ per sf per year changed to 35¢ per sf per year, and wondered if this was correct or if it was based on the length of the lease term. Mr. Tackes stated that it was probably a variable rate for variable situations. He believed the appraisal included several different types of analyses. Mr. Tackes stated that the Board could set the rate for any price they wished, but it could not be set for less than 30¢, since that was the lowest price in the appraisal.

Mr. Weaver asked, since the Board was going to pick the price, did the Board want to begin with the minimum price mentioned, which is 25¢ according to the appraisal, or with the maximum price mentioned, which is 40¢.

Mrs. Hutter stated that nothing prevents us from setting it where we want. Some discussion ensued concerning the price that should be set for the bidding purposes.

TAPE CHANGE: Tape 1, Side A, to Tape 1, Side B

Mrs. Weaver stated that the successful bidder should be the person who can provide the highest and best use of the property for the Airport, and may not necessarily be the highest bidder.

Mr. Tackes stated that that the Board is not obligated to take the highest bidder, but the highest *responsible* bidder, regardless of the price. For instance, if the highest bidder was a tire retread center, that would not necessarily be considered a viable business on Airport property, even if they were the highest bidder.

Mr. Lewis asked if there were any additional Board comments. There were none. Mr. Lewis asked if there were any public comments.

Mr. Jerry Vaccaro asked if he could get a copy of the appraisal. The appraisals were only just received, and there were no extra copies available; however, Mrs. Weaver gave Mr. Vaccaro her copy.

Mr. Vaccaro stated that he had heard that Johnson & Perkins, the company that did the appraisal, only valued Airport property at \$7 per sf, and asked if this were true. Mr. Vaccaro stated that Carson City paid for an appraisal for the land in front of Mission Linen, and the appraisal came back at \$430 per sf, by this same appraiser. Mr. Vaccaro commented that you can't park an airplane in front of Mission Linen, and he did not see the justification in the difference in cost. Mr. Vaccaro stated that the Board was undervaluing Airport property, and Carson City needs the money. Mr. Vaccaro stated that he would examine the appraisal, and bring any discrepancies to the Board's attention. Mr. Vaccaro noted that he has always said that Carson City under charges for their land at the Airport. Mr. Vaccaro stated that he did not know of any land in town that he could lease for 50 years for 50¢ per sf.

Mr. Dan Stewart of Valley Construction addressed the Board. Mr. Stewart stated that obviously the Airport Authority would want to get as much money for the land as they could, and he did not have a problem with that. Mr. Stewart pointed out that the property would bear what the market would bring, and that if the price was set too high, the Board would get no bidders.

There were no other public comments at this time.

Mr. Lewis asked if there were any additional Board comments.

Mrs. Hutter asked about the size of the land, noting that there was approximately 10 acres set aside in Phase 1, and wondered if the bidder needed to bid on the entire 10 acres, or if the Board would accept a minimum bid for 2 acres or so.

Mr. Tackes stated that if the bidder could come up with an area, the Engineer could come up with a map of it. A discussion ensued concerning the area to put out to lease. It was determined that the area could be adjusted down in size, but it could not be adjusted up for a larger parcel than was advertised.

Mr. Peterson suggested opening up the entire Center Triangle area for bid. After some discussion it was agreed to post the entire Center Triangle as available for bid.

Some discussion ensued concerning the price for the minimum bid rate. Mr. Peterson pointed out that the appraisal has determined the minimum bid rate to be 25¢, and recommended the market rate of 30¢. Mr. Peterson asked if we wanted to set a minimum that we thought was the market value, as he would buy into the market statement from the appraiser.

Mrs. Hutter stated that she would like to see us raise the amount we are charging for the land, and personally would like to see it start at 50¢. Mrs. Hutter believed some might even bid a dollar, but felt that 50¢ should be the minimum bid rate.

Mr. Sullivan stated that we could not go lower than the fair market value, which is determined to be 30¢, and agreed with Mrs. Hutter's suggestion of 50¢ per sf.

Mr. Weaver asked Mr. Tackes to clarify the rate per the appraisal. Mr. Tackes clarified that the minimum rate per the appraisal information was based on the value, and the minimum rate below which we could not go is 30¢ per sf. It was agreed to post the minimum bid rate at 50¢ per sf.

Mr. Lewis asked if the Board concurred with the term of 50 years. They did.

Regarding the timeline, Mr. Lewis asked that the Board consider that the appraisal has a shelf life of six months, and consider dates accordingly. Mr. Peterson suggested that we commit to a periodic renewal on the appraisal to keep it current, and commit to holding a bid opening every 90 days until the property is leased. After some discussion, the bid deadline was set for June 13th, and the bid opening would be heard at the June 18th meeting.

All of the required items had been answered, and Mr. Lewis called for the motion.

Mr. Peterson moved to open the Center Triangle in its entirety for lease, with a 50¢ per sf per year minimum bid, utilizing the minimum terms and conditions as suggested by legal counsel, with the bid deadline established for June 13th and the bid opening scheduled for the regular CCAA meeting in June, scheduled for June 18th.

Mr. Sullivan seconded the motion. There was no additional discussion. The vote was called, and the motion carried unanimously.

Mr. Tackes stated that he would fix the three items in the model lease per Mr. Sullivan's suggestions.

- (5) New Item (5), Formerly Item (4). DISCUSSION AND ACTION REGARDING A REQUEST BY KCXP INVESTMENTS LLC FOR APPROVAL OF (1) A TENTATIVE MAP THAT WILL SUBSEQUENTLY BE SUBMITTED TO CARSON CITY; AND (2) THE FIRST AMENDMENT TO THE LEASE, CHANGING THE ASSIGNMENT PARAGRAPH TO PROVIDE FOR ASSIGNMENT OR PARTIAL ASSIGNMENT TO A HANGAR OWNER'S ASSOCIATION, PERMITTING INDIVIDUAL (CONDO) OWNERSHIP OF HANGARS AND CORRESPONDING LIMITED SUBLEASE (*S. Tackes*). Mr. Lewis disclosed that he is involved in this project as a personal friend to Mr. Gonzalez, and has also assisted in the retention of the contractor and design architect for the project, and therefore recused himself from this item. Mr. Lewis passed the gavel to Mr. Sullivan and stepped down from the dais.

Mr. Sullivan read the agenda item, and Mr. Tackes provided a description of the project, stating that Mr. Dan Stewart was also present to answer any questions.

Mr. Tackes explained that the tentative map is a map that KCXP plans to submit to the City, essentially as a parcel map, but the Airport Authority needs to sign off on it first. It is the layout map displaying how KCXP plans to arrange their hangars. Mr. Tackes explained that it looks consistent with what is on that parcel.

Mr. Tackes explained that the lease for this project did not include permission to do condo ownership, and that is now desired. Mr. Tackes has been working with Mr. Gonzalez' attorney in drafting a paragraph to add to Mr. Gonzalez' lease that would enable him to do so. Mr. Tackes explained in some detail what a condo association is, and explained that the Airport Authority deals with the condo association, whatever it is, and not however-many-there-may-be condo owners. This way, if there is a problem with that project, the Airport Authority deals only with the condo association, and not each individual owner. Each individual owner is obligated to recognize the chain of subordination from the Airport Authority, to the condo association, to them, and Mr. Tackes stated that this has worked very well in the past with our other condo associations. Mr. Tackes indicated that there has been a question on the estoppel sentence, but that it has since been resolved.

Mr. Sullivan asked if there were any public comments. Mr. Dan Stewart addressed the Board, stating that he was present to answer any questions should there be any. There were none.

Mr. Sullivan called for a motion.

Mrs. Hutter moved to approve the tentative map submitted by KCXP Investments, LLC. Mrs. Hutter also moved to approve the first amendment to the lease with KCXP Investments, LLC, so as to permit a condo association of hangars constructed in the lease area.

Mr. Staub asked Mrs. Hutter if she would add to her motion, "...as proposed by Airport Counsel at this meeting." Mrs. Hutter so amended her motion.

Mr. Staub seconded the motion as amended.

Mr. Sullivan called for the vote, and the motion carried unanimously, with Mr. Lewis abstaining from this vote.

This item was closed, and Mr. Lewis returned to the dais.

- (6) DISCUSSION AND POSSIBLE ACTION REGARDING SNOW PLOWING OPERATIONS AT THE CARSON CITY AIRPORT (*W. Sullivan*). Mr. Sullivan discussed the handouts he provided regarding snowplowing, and the questions he had for Mrs. Weaver. On January 11, 2008, Mrs. Weaver had supplied the Board with a significant amount of information concerning snowplowing operations on the Airport, including the general policy of snow removal priorities, and Mr. Sullivan asked for further clarification and more details.

Mrs. Weaver reviewed the snowplowing operations in some details. Mrs. Weaver stated that she has been administering the snowplowing for the past 15 years or so. She stated that Mr. Ed Wininger used to do the plowing here, and did it without compensation as a favor to the Airport. Sometime in 2000, Mr. Wininger decided he no longer wanted the responsibility, and the liability. It meant getting up very early, and was a lot of work.

Mrs. Weaver stated that she contacted the contractor's board for names of companies who could provide the service. The contractor's board could not give names of people who owned their own equipment, and the Airport Authority did not own their own at that time. Mrs. Weaver made some inquiries, and did get some responses, but all of them came from companies located in Reno. This meant that they would charge for time and mileage to move their equipment here, and store it, and it was not cost effective.

Mrs. Weaver made inquiries to several local companies from the Carson City business license list, and contacted Millard Realty. Mr. Randy Millard responded to Mrs. Weaver's inquiry, and we signed an initial agreement, renewing it in 2005 for the 2005/2006 season. Millard did the plowing up till November 2006, when they sent a letter saying they were no longer interested.

At that point Mr. Tillock came to work at the Airport to fill in the lot under the contract with the Weikels. At that point Mrs. Weaver discussed Mr. Tillock's business with him and the equipment he had, and determined that he was able to do the work. Mr. Tillock had the tractors and knew how to handle them, so Mrs. Weaver initiated the contract with him.

Sometime in 2001, NDOT gifted the Airport with a snowplow. It was a very nice gift from Mr. Kenny Guinn to the Carson City Airport. NDOT trained a couple of people on-site to run the plow, and this included one current Board member. This Board member has not been compensated for his work in running the snowplow.

Mrs. Weaver stated she has also placed an ad with Reno Builders, asking for help looking for people to run the snowplow and do the work. Most of Mrs. Weaver's inquiries came from Reno, and none were cost effective. One company wanted to store his equipment on site, and then charge the Airport Authority for keeping it on site. Mrs. Weaver stated that these are the types of obstacles she has encountered in trying to find a qualified person to maintain the snowplow operation.

Mrs. Weaver stated that the memo she issued in January outlined the guidelines on how the work was done, and outlined the priority areas. Mrs. Weaver offered to read the memo into the record, but Mr. Sullivan stated that it was not necessary, as each Board member and staff had received the memo, and it was very well written.

Mr. Sullivan asked Mrs. Weaver how often she issued an RFP for this work. Mrs. Weaver stated that she does not; she puts out feelers and makes direct inquiries to those working in the industry. Mrs. Weaver stated that she has not had much luck in getting responses to her formal inquiries, so now she just makes direct inquiries to various companies. Mrs. Weaver stated that there is typically not much work to be done during the season, as the Airport only needs to be plowed maybe up to four times per season, and then the snow depths are maybe 1 to 2 inches. Making it even less desirable work, all the plowing must be completed before 7 a.m. to accommodate the state's shuttle flight.

Mrs. Weaver stated that she has also passed her plan by Mr. Gary Phillips, the state's pilot, who stated that what he saw in Mrs. Weaver's memo was accurate and more than met the state's requirements. Mrs. Weaver offered to allow Mr. Phillips editor's

privilege of adding to the memo, but Mr. Phillips declined, stating that it was more than adequate.

Mr. Sullivan asked Mrs. Weaver what her budget was for snow removal. Mrs. Weaver stated that she did not know if there was a specific budget, since it was whatever it was. The snow removal had to be done, if it snowed.

Mrs. Hutter concurred, stating that we never can tell how many times it will snow, but snow removal is considered in the budget. Mrs. Hutter stated that it was not a separate line item, but it was calculated in the total, plus there is an extra \$5,000 in the emergency fund, and if we have to have six snow plow activities in the year instead of four, we may go into that.

Mr. Lewis asked if there were any other Board comments. There were none. Mr. Lewis asked if there were any public comments.

Mr. Bill Abbott addressed the Board. He stated that the insurance information on Mr. Tillock was not provided. Mr. Abbott stated that he also had an issue with using a publicly owned asset to plow private leaseholds. Mr. Abbott asked how Mr. Tillock was compensated for such an activity, whether it was by the owner of each leasehold, or if he volunteered to do the work. Mr. Abbott asked, if it was a volunteer action, how do we pick who gets that privilege.

Mr. Abbott stated that he has not observed Mr. Weaver doing that, but stated that he has talked with people who have. Mr. Abbott commented that people who are associated with the Weavers seem to be getting their private leaseholds plowed, and Mr. Abbott stated that those are some of his issues he has had from the beginning.

Specific to insurance, Mr. Lewis asked if Mr. Tillock was a licensed contractor. Mrs. Weaver stated that Mr. Tillock is not required to be a licensed contractor to push snow or sweep, which is what he does. Mr. Lewis asked if Mr. Tillock had insurance. Mrs. Weaver stated that he had adequate insurance for his work.

Mrs. Weaver asked Mr. Lewis if he could provide the Board an overview of how this issue came about.

Mr. Abbott stated that he was out plowing snow on the Airport, assisting Mr. McClelland, and people approached him to ask why Mr. Weaver was plowing his own leasehold with the Airport plow, why Mr. Tillock was plowing the Weaver leasehold with the Airport plow, and why people who were friends with the Weavers got their places plowed with the Airport plow. Mr. Abbott stated that someone even told him that Mr. Weaver had backed off the edge of the taxiway and put the plow in the ditch while a Mr. Thomas was riding in the plow with him, and he had to be pulled out of the snow. That same person who approached Mr. Abbott asked Mr. McClelland to clean off his ramps because he was concerned about another accident on his ramp. Mr. Abbott stated that he did not have the answers, so he sent an e-mail asking questions. He also talked with Mr. Lewis, and stated that Mr. Lewis instructed him to request putting this item on the agenda, which he stated he has been trying to do for over three months.

Mrs. Weaver stated that she was not aware of Mr. Weaver driving around in the snowplow, doing only personal work. Mrs. Weaver stated that Mr. Weaver has plowed runways and ramps, he pushes snow off the runways and taxiways, he's never off the runways and taxiways, he has plowed Mrs. Hutter's ramp, he has plowed El Aero's ramp, and he has never asked for a penny of compensation for the many hours of time he has donated for his work. Mrs. Weaver stated that she did not see this as a problem, but that if the Board saw it as a problem to please point her in the direction they want to go.

Mr. Sullivan stated that he appreciated Mr. Weaver doing the work, although he did not know if Mr. Weaver was insured. Mr. Sullivan stated that we do have Mr. Tillock under contract, and while Mr. Tillock is not a licensed contractor, he does have the insurance, and he should be the guy out there doing the work.

Mrs. Weaver stated that when Mr. Lewis initially asked her about insurance coverage for this activity, she called Nevada Insurance, and they informed her that there was no problem with Mr. Weaver operating the plow, as he was amply covered by the Airport's liability insurance and the City's insurance. Mrs. Weaver stated that Mr. Tillock provides his own insurance, plus he is also covered by Airport liability insurance and City insurance as well. Mrs. Weaver asked Mr. Sullivan if he was saying that he no longer wanted volunteer assistance to do necessary work at the Airport. Mr. Sullivan stated that if we have a contract, we should use the contract.

Mr. Abbott stated that it was much more than this. Mr. Abbott stated that as a public officer, you cannot receive anything that could be construed as a gift. Mr. Abbott stated that if you are going to plow public leaseholds, you need to plow everyone's leasehold. There is no problem with plowing the public areas, but those areas need to be specifically defined, and random public leaseholds cannot just be picked and plowed. Mr. Abbott stated that it's about being treated fairly on the Airport. Mr. Abbott stated that it goes a lot farther than who's behind the wheel of the plow and whether they're getting paid. Mr. Abbott stated that from everything he has heard, the Carson City Airport is not interested in giving it away, they're interested in making money. Mr. Abbott stated that Mr. McClelland can remove snow and have the ability of satisfying Title 19 on removing snow, and he does it fairly, by charging the going rate, and not by using any public assets for his own personal benefit or gain. Mr. Abbott stated that he was sorry if this appeared menial, but it was important to those people who had brought the complaint to his attention.

Mr. Lewis asked if there were any additional public comments. There were none at this time.

Mr. Lewis called for a motion.

Mr. Weaver stated that, since his name was prominently mentioned several times in this complaint, he wanted to put the following information on the record. Mr. Weaver stated that, for the record, he never stuck the snowplow. Mr. Weaver stated that he plows everybody on the Airport. Mr. Weaver stated that he has never plowed his own leasehold with the snowplow. Mr. Weaver stated that he pulled a guy out of the ditch, where the guy was stuck, but Mr. Weaver has never been stuck.

Mr. Weaver stated that volunteerism is what makes America great – volunteerism and community. For the record, Mr. Weaver noted that Mr. Abbott has stated that he did not witness either of the alleged events, did not offer one shred of proof of any of his accusations, and did not provide a single eyewitness to either of these alleged events. For the record, Mr. Weaver noted that all Mr. Abbott has provided for this item is hearsay and gossip.

Mr. Abbott stated that he was only reporting what he was told, and this person, whom Mr. Abbott still would not identify, stated to Mr. Abbott that the person did see Mr. Weaver driving the plow. Mr. Abbott stated that it was not about who was behind the wheel, it was what was being done with the wheel.

It was deemed that it was not necessary to take action on this item, and the item was closed.

- (7) DISCUSSION AND ACTION TO CONSIDER, REVIEW AND COMMENT REGARDING MODIFICATION SUGGESTIONS TO TITLE 19 (*S. Lewis*). Mr. Tackes reviewed the changes to the document to date, and stated his thought to give the document one more round of public comment, and perhaps be ready to adopt it by the next meeting. Mr. Tackes stated that he has not received a lot of feedback as yet.

Mr. Lewis asked the Board if they had any comments or corrections, or anything specific to Title 19. Mr. Lewis stated that if anyone felt that they could have any comments on the document, they should direct those comments to Mr. Tackes during the ensuing month so that the comments could be incorporated into the document and presented at the next regular meeting.

Regarding the advertising section and signs, Mr. Sullivan stated that some standards need to be adopted in this area so that this regulation would stand up in court. Mr. Tackes stated that we are an Airport, not a City, and we can limit what goes on a sign as related to an Airport, what is related and permissible. Mr. Tackes stated that maybe the City cannot do that, but with respect to an Airport with a well-defined use, we can.

Regarding Section 4, Traffic Rules, Mr. Sullivan asked if there was a map that shows the arrival and departure pattern. Mr. Tackes stated that the map was actually located in two different places, and a copy will be attached to the final document. Mr. Tackes stated that the language regarding the pattern is included in Title 19.

Mr. Sullivan stated that there are a couple of sections in the draft where it is noted that construction plans are submitted to the City, and a variety of allowed days are mentioned, ranging from 60 days up to 180 days. Mr. Sullivan stated that 180 days is probably the best choice.

Mr. Sullivan pointed out that the section regarding dissolution of marriage had somehow wound up in Title 19, and is asking Mr. Alan Glover to have it included in the proper code, and not this one.

Mr. Sullivan stated that NRS 844 amply describes the Airport Authority, and wondered if we shouldn't include something more about what the Airport Authority is and does, or whether the desire was to keep it pretty brief.

Mr. Lewis stated that it was already pretty well defined, was the statute that created the Airport Authority, and he believed it spoke for itself.

Mr. Sullivan wondered if an appendix to Title 19 should be created. Mr. Tackes stated that we couldn't codify it, but reference to it could be made within Title 19.

Mr. Lewis called for public comment.

Mr. Dayton Murdock addressed the Board. He stated that he attended the safety meeting held at the Airport the previous Tuesday. Mr. Murdock pointed out that at the departure end of Runway 27, the signage referring to Highway 395 needed to be amended. Mr. Murdock noted that new transient pilots are making a sharp left turn at the new bypass, instead of flying out to Carson Street as intended, and flying over the Northridge development.

Mr. Lewis thanked everyone for their comments, and asked that everyone submit any remaining comments to Mr. Tackes within the next 30 days to see if we could finally get Title 19 up for review and ratification.

Mr. Tackes stated that he has also taken Mr. Peterson's comments, and has changed the shalls to shoulds.

- G. AIRPORT ENGINEER'S REPORT (*Non-Action Item*). Mr. Jim Clague, Airport Engineer, reported that he has talked with the FAA, which has indicated that all grants will have to be accepted and submitted to the FAA by the end of June 2008, and that they anticipate making grant offers in late May or early June to the Airport. The offer's timing would be specific to the hill, and in reference to most general aviation airports.
- H. AIRPORT MANAGER'S REPORT (*Non-Action Item*). Mrs. Yvon Weaver, Airport Manager, had nothing further to add at this time.
- I. LEGAL COUNSEL'S REPORT (*Non-Action Item*). Mr. Steve Tackes, Airport Legal Counsel, reported that he has been getting a lot of telephone calls regarding the beacon tower. Mr. Tackes stated that some of the calls are flaky, but some are not so. Mr. Tackes stated that he did receive a phone call from someone who asked to reduce the rent on the AT&T tower, but this person sounded extremely flaky to him. At the same time, Mr. Tackes noted that Verizon wanted to raise the tower and also offered to raise their rent. Mr. Tackes suggested having Mrs. Weaver draft an agreement with them so that they could show us what they mean.

- J. TREASURER'S REPORT (*Non-Action Item*). Mrs. Hutter, Airport Treasurer, noted that the next regular meeting was scheduled for May 15th in the Terminal Building, which is an odd day. According to NRS regulations, the meeting must be held on the third Thursday or third Friday of the month to review the final budget. Mrs. Hutter also stated that she has received notice that the preliminary budget is acceptable to the state.
- K. REPORT FROM AUTHORITY MEMBERS (*Non-Action Item*). Mr. Staub had nothing further to report. Mr. McClelland reported that he had attended the safety class, and concurred that the lightbulb went off when the discussion turned to the sign and the map, and the new bypass. Mr. McClelland concurred that the sign does need to be updated. Mr. Sullivan, Mrs. Hutter, Mr. Weaver and Mr. Peterson had nothing further to report.
- L. AGENDA ITEMS FOR NEXT REGULAR MEETING (*Non-Action Item*). Agenda items to be included on the next regular agenda are the budget item, the Title 19 item, and a possible item concerning the Airport Open House.
- M. ACTION ON ADJOURNMENT. The regular meeting of the 16 April 2008 Airport Authority was adjourned without objection at 8:55 p.m.

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NOTE: A tape recording of these proceedings is on file, and available for review and inspection at the Airport Manager's office during normal business hours.

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The minutes of the 16 April 2008 Regular Meeting of the Carson City Airport Authority are so approved on this 25th day of June, 2008.

BY:  _____

TITLE: Steve Lewis, Chairman