

Rutherford County



Meeting Agenda

Monday, May 5, 2025

4:00 PM

289 N. Main Street, Rutherfordton, NC 28139

Rutherford County Airport Authority

I. Call To Order

A. Pledge of Allegiance

B. Agenda Approval

II. Public Comments

Comments should be limited to three (3) minutes. Written comments submitted prior to the Board meeting will be copied and distributed to the Airport Authority.

III. Consent AgendaA. [ID 25-4082](#) Minutes of Airport Authority January 6, 2025

Attachments: [2025.01.06 Minutes](#)

IV. Director's/Financial ReportA. [ID 25-4079](#) Rutherford County Airport Financial Report

Attachments: [Airport Mar 2025 Rev Exp](#)

V. Informational UpdatesA. [ID 25-4081](#) Informational Updates**VI. New Business**A. [ID 25-4075](#) Perimeter Fencing Design/Bid and Construction Phase Services Work Authorization

Attachments: [Perimeter Fencing Project Budget](#)
[FQD Rutherford Perimeter Fencing CatEx 03-11-2025](#)
[Work Authorization Fencing Project April 2025](#)

B. [ID 25-4074](#) Hangar 3E Transfer

Attachments: [3E Transfer Request Letter Gerald Stimple](#)
[Resolution with Exhibits.Hangar 3E.Stimple to Hyde](#)

C. [ID 25-4124](#) Hangar 4G Transfer

Attachments: [4G Transfer Request Letter Gerald Stimple to Laura Frese](#)
[Resolution with Exhibits.Hangar 4G.Stimple to Frese](#)

- D. [ID 25-4090](#) QTpod Subscription Service Agreement

Attachments: [QTpod - Subscription Agreement 2025 FINAL](#)

- E. [ID 25-4149](#) Requested Budget 2025-2026

Attachments: [Airport - Draft Budget FYE2026](#)

VII. Adjourn



Agenda Summary Sheet

File #: ID 25-4082, **Version:** 1

Meeting Date: May 5, 2025

Minutes of Airport Authority January 6, 2025

Summary:

Minutes of January 6, 2025 are attached for the Board's consideration.

Budget:

n/a

Contact Information:

Kim Aldridge
Secretary to the Airport Authority
828-287-6060
airport@rutherfordcountync.gov

Recommended Motion:

Approve Minutes.



Rutherford County Airport Authority

289 N. Main Street
Rutherfordton, NC 28139

Monday, January 6, 2025, 4:00 pm

I. Call to Order

Secretary to the Airport Authority Kim Aldridge called the January 6, 2025, meeting of the Airport Authority to order.

Present: 5 Michael Benfield, Bryan King, Hunter Haynes, Donnie Haulk, and Alan Toney

Absent: 0

A. Pledge of Allegiance

Director Devon Raisch led in the Pledge of Allegiance.

B. Election of Chairman

[ID 24-3976](#) Election of Chairman

A motion was made by Member Alan Toney and seconded by Member Bryan King to elect Michael Benfield as Chairman. The vote on the motion was:

Aye: 5 Member King, Member Benfield, Member Toney, Member Haynes, and Member Haulk

Nay: 0

C. Election of Vice Chairman

[ID 23-3621](#) Election of Vice Chairman

A motion was made by Chairman Michael Benfield and seconded by Member Alan Toney to elect Bryan King as Vice Chairman. The vote on the motion was:

Aye: 5 Member King, Chairman Benfield, Member Toney, Member Haynes, and Member Haulk

Nay: 0

D. Agenda Approval

A motion was made by Vice Chairman Bryan King and seconded by Member Alan Toney to approve the agenda. The vote on the motion was:

Aye: 5 Vice Chairman King, Chairman Benfield, Member Toney,
Member Haynes, and Member Haulk

Nay: 0

II. Public Comments

There were no public comments.

III. Consent Agenda

[ID 24-3978](#)

Minutes of November 4, 2024, Rutherford County Airport Authority Board Meeting

[ID 24-3979](#)

Minutes of November 18, 2024, Rutherford County Airport Authority Board Special Meeting

A motion was made by Vice Chairman King and seconded by Member Toney to approve the Minutes of November 4, 2024 and November 18, 2024 Special Meeting. The motion carried by the following vote:

Aye: 5 Vice Chairman King, Chairman Benfield, Member
Toney, Member Haynes, and Member Haulk

Nay: 0

IV. Director's/Financial Report

[ID 24-3980](#)

Financial Report

Airport Director Devon Raisch reported on the Financial Report and noted all was trending well to date. The fuel truck had some issues and had to have parts replaced. Devon gave updates on the Service and Maintenance contract, and also reported that the Advertising budget line item was a bit higher, which included banners and advertising for the annual air event in November 2024. Finance Director Paula Roach reported overtime worked during Hurricane Helene, and expenses incurred from the EOC Hub operating from Airport during the hurricane, will be submitted to FEMA.

V. Informational Updates

[ID 24-3981](#)

Informational Updates

Director Raisch gave an update on the economic effect that aviation has on Rutherford County.

Information only.

VI. New Business

No new business.

VII. Adjournment

Chairman Benfield called the meeting to adjourn.

A motion was made by Vice Chairman King and seconded by Member Toney to adjourn. The motion carried by the following vote:

Aye: 5 Vice Chairman King, Chairman Benfield, Member Toney, Member Haynes, and Member Haulk

Nay: 0

Chairman, Airport Authority

Vice Chairman, Airport Authority

Attest:

Secretary to the Airport Authority



Agenda Summary Sheet

File #: ID 25-4079, **Version:** 1

Meeting Date: May 5, 2025

Rutherford County Airport Financial Report

Summary:

The financial report is presented to the Board for review.

Budget:

n/a

Contact Information:

Devon Raisch
Airport Manager
828-287-0800
devon.raisch@rutherfordcountync.gov

Recommended Motion:

Information only.

RUTHERFORD COUNTY
 Airport - Revenue and Expense
 Report dates 07/01/2024 - thru - 03/31/2025

Account Number	Account Description	Amended Budget	Period Activity 03/01/2025 to 03/31/2025	Fiscal Year to Date 07/01/2024 to 03/31/2025	Encumbrances	Available Budget	% Used	Prior Year to Date 07/01/2023 to 03/31/2024
13-3414-820-01-000	SALE OF COUNTY PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	SALE CO PROPERTY/OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-3451-331-27-335	FY18-19 VISION 100 Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-3451-331-29-420	FY20-21 VISION 100 GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-3451-331-30-421	FY21-22 Vision 100 Grant	0.00	0.00	1,338.00	0.00	1,338.00	0.00	54,452.00
13-3451-331-31-432	FY22-23 Vision 100 Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-3451-331-32-442	FY23-24 Vision 100 Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-3451-331-33-440	FY23 Airport Lighting Project	0.00	0.00	39,669.00	0.00	39,669.00	0.00	679,283.00
13-3451-331-34-453	FY24-25 Vision 100 Grant	150,000.00	0.00	0.00	0.00	150,000.00	0.00	0.00
13-3451-333-31-429	FQD2021 - Infrastructure Bill	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-3451-333-32-433	FY22-23 Infrastructure Grt	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-3451-333-33-443	FY23-24 Infrastructure Grt	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-3451-333-34-454	FY24-25 Infrastructure Grt	295,000.00	0.00	0.00	0.00	295,000.00	0.00	0.00
	Airport Grants	445,000.00	0.00	41,007.00	0.00	486,007.00	-9.22	733,735.00
13-3453-410-00-000	AIRPORT DONATIONS	500.00	0.00	0.00	0.00	500.00	0.00	0.00
13-3453-410-01-000	AIRPORT FUEL SALES	715,000.00	-54,550.01	-578,605.84	0.00	136,394.16	80.92	393,169.59
13-3453-800-00-000	AIRPORT MISCELLANEOUS REVENUES	7,000.00	-3,240.00	-7,760.00	0.00	-760.00	110.86	4,846.55
	AIRPORT	722,500.00	-57,790.01	-586,365.84	0.00	136,134.16	81.16	398,016.14
13-3834-800-01-000	RENTS-AIRPORT	40,000.00	0.00	-24,482.73	0.00	15,517.27	61.21	27,120.00
	MISCELLANEOUS REVENUE RENTS	40,000.00	0.00	-24,482.73	0.00	15,517.27	61.21	27,120.00
13-3900-001-00-000	LEASE INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	PROCEEDS OF CAPITALIZED LEASE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-3980-980-10-000	CONTRIBUTION FROM GENERAL FUND	207,165.00	0.00	0.00	0.00	207,165.00	0.00	0.00
13-3980-980-22-000	CONTR GEN FD - GRANT MATCH	49,445.00	0.00	0.00	0.00	49,445.00	0.00	0.00

RUTHERFORD COUNTY
 Airport - Revenue and Expense
 Report dates 07/01/2024 - thru - 03/31/2025

Account Number	Account Description	Amended Budget	Period Activity 03/01/2025 to 03/31/2025	Fiscal Year to Date 07/01/2024 to 03/31/2025	Encumbrances	Available Budget	% Used	Prior Year to Date 07/01/2023 to 03/31/2024
TRANSFERS FROM OTHER FUNDS		256,610.00	0.00	0.00	0.00	256,610.00	0.00	0.00
13-3991-991-00-000	FUND BALANCE APPROPRIATED	103,110.00	0.00	0.00	0.00	103,110.00	0.00	0.00
13-3991-991-01-000	FUND BALANCE APPR - GRANT MATCH	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FUND BALANCE APPROPRIATED		103,110.00	0.00	0.00	0.00	103,110.00	0.00	0.00
Total Revenue		1,567,220.00	-57,790.01	-569,841.57	0.00	997,378.43	36.36	1,158,871.14
13-4101-181-00-000	F I C A	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4101-181-01-000	MEDICARE FICA 1.45%	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4101-182-00-000	RETIREMENT EMPLOYER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4101-182-01-000	401K EMPLOYER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4101-183-01-000	LIFE & DISABILITY INS EMPLOYER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4101-189-01-000	CAFETERIA ADMINISTRATIVE FEE	0.00	-5.00	-40.00	0.00	40.00	0.00	-15.00
13-4101-297-00-000	DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4101-298-01-000	STATE SALES TAX	0.00	6.75	605.12	0.00	-605.12	0.00	671.12
13-4101-298-03-000	COUNTY SALES TAX	0.00	3.19	289.24	0.00	-289.24	0.00	325.77
CLEARING ACCOUNTS		0.00	4.94	854.36	0.00	-854.36	0.00	981.89
13-4530-121-00-000	AIRPORT SALARIES REGULAR	96,619.00	7,691.04	68,221.14	0.00	28,397.86	70.61	66,567.99
13-4530-122-00-000	AIRPORT SALARIES OVERTIME	0.00	0.00	6,703.37	0.00	-6,703.37	0.00	0.00
13-4530-126-00-000	SALARIES PART-TIME	41,420.00	1,714.70	13,979.19	0.00	27,440.81	33.75	18,191.10
13-4530-181-00-000	F I C A	8,559.00	508.06	4,843.91	0.00	3,715.09	56.59	4,906.91
13-4530-181-01-000	MEDICARE FICA	2,002.00	118.83	1,132.88	0.00	869.12	56.59	1,147.58
13-4530-182-00-000	RETIREMENT	26,248.00	1,587.43	15,253.39	0.00	10,994.61	58.11	13,225.96
13-4530-182-01-000	NC RETIREMENT 401K	4,831.00	384.56	3,695.17	0.00	1,135.83	76.49	3,328.46
13-4530-183-00-000	HEALTH AND LIFE INSURANCE	17,384.00	1,414.09	12,725.85	0.00	4,658.15	73.20	11,650.41
13-4530-186-00-000	WORKERS COMPENSATION	4,586.00	0.00	3,456.00	0.00	1,130.00	75.36	3,601.00
13-4530-189-01-000	OTHER FRINGE BENEFITS	0.00	5.00	45.00	0.00	-45.00	0.00	15.00
13-4530-251-00-000	FUEL	1,800.00	-30.78	691.23	0.00	1,108.77	38.40	942.00

RUTHERFORD COUNTY
 Airport - Revenue and Expense
 Report dates 07/01/2024 - thru - 03/31/2025

Account Number	Account Description	Amended Budget	Period Activity 03/01/2025 to 03/31/2025	Fiscal Year to Date 07/01/2024 to 03/31/2025	Encumbrances	Available Budget	% Used	Prior Year to Date 07/01/2023 to 03/31/2024
13-4530-251-01-000	AV FUEL PURCHASES	600,000.00	0.00	316,854.73	21,330.00	261,815.27	56.36	271,862.48
13-4530-260-00-000	AIRPORT SUPPLIES	4,000.00	126.75	885.69	0.00	3,114.31	22.14	1,549.02
13-4530-299-00-000	PUBLIC RELATIONS	1,500.00	0.00	0.00	0.00	1,500.00	0.00	0.00
13-4530-311-00-000	TRAVEL/EXPENSE REIMBURSEMENT	1,682.00	375.00	818.17	0.00	863.83	48.64	448.83
13-4530-321-00-000	TELEPHONE	3,500.00	478.41	2,061.47	0.00	1,438.53	58.90	2,231.29
13-4530-325-00-000	POSTAGE	75.00	0.00	0.00	0.00	75.00	0.00	0.00
13-4530-331-00-000	UTILITIES SEWER WATER ELECTRIC	7,000.00	772.24	5,345.66	0.00	1,654.34	76.37	5,145.84
13-4530-351-00-000	REPAIRS & MAINT AIRPORT	31,326.00	-12.51	10,014.19	2,438.55	18,873.26	39.75	6,507.61
13-4530-352-00-000	MAINTENANCE TO EQUIPMENT	10,221.00	15.26	8,152.14	2,087.50	-18.64	100.18	11,016.21
13-4530-352-01-000	Equip Maintenance Reserve	1,280.00	0.00	0.00	0.00	1,280.00	0.00	0.00
13-4530-353-00-000	MAINTENANCE TO VEHICLES	1,000.00	0.00	665.25	0.00	334.75	66.53	1,462.98
13-4530-370-00-000	ADVERTISING	1,100.00	0.00	1,061.62	0.00	38.38	96.51	349.00
13-4530-380-00-000	AIRPORT SOFTWARE	4,000.00	1,195.00	4,190.00	0.00	-190.00	104.75	2,745.00
13-4530-440-00-000	SERVICE & MAINTENANCE CONTRACTS	50,000.00	775.00	23,700.00	3,100.00	23,200.00	53.60	27,575.00
13-4530-451-00-000	PROPERTY/OPERATIONS INSURANCE	7,500.00	7,077.00	7,077.00	0.00	423.00	94.36	7,077.00
13-4530-453-00-000	INSURANCE BONDING	158.00	0.00	158.00	0.00	0.00	0.00	158.00
13-4530-491-00-000	DUES & SUBSCRIPTION	500.00	0.00	195.00	0.00	305.00	39.00	198.18
13-4530-510-00-000	AIRPORT CAPITAL OUTLAY EQUIPMENT FU	0.00	0.00	0.00	0.00	0.00	0.00	568.90
13-4530-540-00-000	AIRPORT FUEL TRUCK	60,000.00	55,000.00	55,000.00	0.00	5,000.00	91.67	60,000.00
13-4530-580-00-000	AIRPORT CAPITAL FACILITY IMPR	42,484.00	0.00	549.54	0.00	41,934.46	1.29	2,263.57
13-4530-980-00-000	GENERAL FUND INDIRECT COSTS	42,000.00	0.00	0.00	0.00	42,000.00	0.00	0.00
AIRPORT		1,072,775.00	79,195.08	567,475.59	28,956.05	476,343.36	55.60	524,735.32
13-4531-580-28-343	FY19-20 VISION 100 GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4531-580-29-420	FY20-21 VISION 100 GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4531-580-30-421	FY21-22 Vision 100 Grant	0.00	0.00	6,526.56	0.00	-6,526.56	0.00	58,839.28
13-4531-580-31-429	FQD2021 - Infrastructure Bill	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4531-580-31-432	FY22-23 Vision 100 Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4531-580-32-433	FY22-23 Infrastructure Grt	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4531-580-32-442	FY23-24 Vision 100 Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4531-580-33-440	FY23 Airport Lighting Project	0.00	0.00	171,156.33	0.00	-171,156.33	0.00	837,596.51
13-4531-580-33-443	FY23-24 Infrastructure Grt	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4531-580-34-453	FY24-25 Vision 100 Grant	166,667.00	0.00	0.00	0.00	166,667.00	0.00	0.00

RUTHERFORD COUNTY
 Airport - Revenue and Expense
 Report dates 07/01/2024 - thru - 03/31/2025

Account Number	Account Description	Amended Budget	Period Activity 03/01/2025 to 03/31/2025	Fiscal Year to Date 07/01/2024 to 03/31/2025	Encumbrances	Available Budget	% Used	Prior Year to Date 07/01/2023 to 03/31/2024
13-4531-580-34-454	FY24-25 Infrastructure Grt	327,778.00	0.00	0.00	0.00	327,778.00	0.00	0.00
13-4531-599-99-000	LESS CAPITAL ASSETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Airport Grants		494,445.00	0.00	177,682.89	0.00	316,762.11	35.94	896,435.79
Total Expense		1,567,220.00	79,200.02	746,012.84	28,956.05	792,251.11	49.45	1,422,153.00
Airport Fund		0.00	21,410.01	176,171.27	28,956.05	205,127.32	42.90	2,581,024.14



Agenda Summary Sheet

File #: ID 25-4081, **Version:** 1

Meeting Date: May 5, 2025

Informational Updates

Summary:

Updates regarding ongoing plans and projects are presented to the Board for information only.

Budget:

n/a

Contact Information:

Devon Raisch
Airport Manager
828-287-0800
devon.raisch@rutherfordcountync.gov

Recommended Motion:

Information only.



Agenda Summary Sheet

File #: ID 25-4075, **Version:** 1

Meeting Date: May 5, 2025

Perimeter Fencing Design/Bid and Construction Phase Services Work Authorization

Summary:

Work Authorization No.5 Perimeter Fencing Design/Bid and Construction Phase Services is presented to the Board to be approved nunc pro tunc.

Budget:

n/a

Contact Information:

Devon Raisch
Airport Director
828-748-5480
Devon.raisch@rutherfordcountync.gov

Recommended Motion:

For approval.

Rutherford County Airport				
Perimeter Fencing (Design/Bid and Construction Phase Services) Project Budget				
Grants #TBD				
February 24, 2025				
		FY21 NPE	FY22 & FY23 NPE	FY22 & FY23 AIG
A101, ADMINISTRATIVE EXPENSE				
Bid Advertisements	\$1,200.00		\$1,200.00	
	<u>\$1,200.00</u>			
A102, PRELIMINARY ENGINEERING PLANNING & TESTING				
Project Development	\$7,122.00	\$7,122.00		
Documented CATEX	\$8,326.00	\$8,326.00		
	<u>\$15,448.00</u>			
A104, ENGINEERING SERVICES				
Design / Contract Documents	\$15,574.00	\$15,574.00		
Bidding Assistance	\$9,359.00	\$9,359.00		
Construction Administration	\$59,773.00	\$56,727.00	\$3,046.00	
Grant Administration	\$8,053.00		\$8,053.00	
Project Closeout	\$4,536.00		\$4,536.00	
	<u>\$97,295.00</u>			
A106, CONSTRUCTION				
Construction (Estimated)	\$934,394.00		\$316,499.00	\$617,895.00
	<u>\$934,394.00</u>			
Total Budget =		\$97,108.00	\$333,334.00	\$617,895.00
		\$1,048,337.00		
Funding Sources				
FY21 NPE (100% Federal)		\$97,108.00		
FY22 & FY23 NPE (90% Federal)			\$300,000.00	
FY22 & FY23 NPE (10% Local Share)			\$33,334.00	
FY22 & FY23 AIG (95% Federal)				\$587,000.00
FY22 & FY23 AIG (5% Local Share)				\$30,895.00
Total Funding		\$1,048,337.00		

APPENDIX A. DOCUMENTED CATEX

Airport sponsors may use this form for projects eligible for a categorical exclusion (CATEX) that have greater potential for extraordinary circumstances or that otherwise require additional documentation, as described in the Environmental Orders (FAA Order 1050.1F and FAA Order 5050.4B).

To request a CATEX determination from the FAA, the sponsor should review potentially affected environmental resources, review the requirements of the applicable special purpose laws, and **consult with the Airports District Office or Regional Airports Division Office staff** about the type of information needed. The form and supporting documentation should be completed in accordance with the provisions of FAA Order 5050.4B, paragraph 302b, and submitted to the appropriate FAA Airports District/Division Office. The CATEX cannot be approved until all information/documentation is received and all requirements have been fulfilled.

Name of Airport, LOC ID, and location:

Rutherford County Airport (FQD), 110 Marchman Field Drive, Rutherfordton, NC 28139

Project Title:

FQD Perimeter Safety Fencing

Give a brief, but complete description of the proposed project, including all project components, justification, estimated start date, and duration of the project. Include connected actions necessary to implement the proposed project (including but not limited to moving NAVAIDs, change in flight procedures, haul routes, new material or expanded material sources, staging or disposal areas). Attach a sketch or plan of the proposed project. Photos can also be helpful.

FQD is a county-owned, public use airport located approximately three (3) miles north of Rutherfordton, Rutherford County, North Carolina (Attachment A, Figure 1). The airport is owned and operated by the Rutherford County Airport Authority.

FQD is located in a mountainous region surrounded by forested uplands and agricultural land. The airport is partially fenced but there are large expanses of the airport which currently have no fencing and areas of the existing fencing exhibit large gaps beneath the fence, which has caused safety concerns. In 2019 and 2023, the USDA APHIS Wildlife Services conducted Wildlife Hazard Site Visits. In 2023, 14 white-tailed deer were observed directly next to the pavement at the underrun to Runway 19 and evidence of coyotes near the runway were documented, substantiating past observations of airport staff. The USDA APHIS Wildlife Services recommended the airport install wildlife resistant fencing for long-term wildlife hazard mitigation and safety for users of the airfield.

The Rutherford County Airport Authority proposes to install approximately 11,260 linear feet of perimeter fencing to encompass the areas of the airfield that currently have no fencing and to tie into existing fencing. The fencing will be 10-foot-tall chain link with barbed wire and will include a wildlife skirt. In lieu of a traditional wildlife skirt which requires excavation, drive-in ground fence panels will be installed, which does not require excavation. An approximate 10' wide buffer will be maintained on either side of the fence for maintenance and repair access.

The proposed fence has been sited so that no clearing will be required to establish the 10' maintenance buffer on either side (Attachment A, Exhibit 1).

Project funding is anticipated from the FAA's Airport Infrastructure Grant (AIG) funds and Non-Primary Entitlement (NPE) funds. FQD is prepared to break ground as soon as all funding is approved and regulatory authorizations are received. The construction of the perimeter fencing is expected to take approximately 180 days.

FQD is prepared to address and comply with any regulatory comments received. Scoping letters were submitted to state clearinghouse in February 2025 and responses have been included (Attachment B).

Give a brief, but complete, description of the proposed project area. Include any unique or natural features within or surrounding airport property.

FQD is located in a mountainous region surrounded by forested uplands and agricultural land. The proposed safety fencing will be located along the perimeter of the airport on airport-owned property (Attachment A, Figure 2). The entire airfield is completely cleared and actively maintained, consisting of impervious surface and grass. The proposed fence has been sited so that no clearing will be required to establish the 10' maintenance buffer on either side. The topography surrounding the airport is hilly and drains on either side to two (2) tributaries which parallel the airport. The tributaries flow from north to south, eventually draining into Catheys Creek (Attachment A, Figure 3). Soils within the project area are mapped primarily as Pacolet sandy clay loam, 8 to 15 percent slopes, moderately eroded; Cecil sandy clay loam, 2 to 8 percent slopes, moderately eroded; Udorthents, loamy, 0 to 15 percent slopes; and Pacolet sandy clay loam, 15 to 25 percent slopes, moderately eroded. None of the soils are considered hydric. Cecil sandy clay loam and Pacolet sandy clay loam, 8 to 15 percent slopes are both considered prime farmland and farmland of statewide importance (Attachment A, Figure 4). The U.S. Fish and Wildlife Service's (USFWS) National Wetlands Inventory (NWI) shows two (2) mapped riverine wetlands approximately 0.2-0.3 miles on either side of the airport. None of the mapped wetlands are within the proposed project site or on airport property (Attachment A, Figure 5). There is a 1% Annual Chance Flood Hazard Zone located along the tributary to the west, but there are no flood hazard zones within the proposed project site or on airport property (Attachment A, Figure 6).

Identify the appropriate CATEX paragraph(s) from Order 1050.1F (paragraph 5-6.1 through 5-6.6) or 5050.4B (Tables 6-1 and 6-2) that apply to the project. Describe if the project differs in any way from the specific language of the CATEX or examples given as described in the Order.

5-6.4. Categorical Exclusions for Facility Siting, Construction, and Maintenance. This category includes the list of CATEXs for FAA actions involving acquisition, repair, replacement, maintenance, or upgrading of grounds, infrastructure, buildings, structures, or facilities that generally are minor in nature. An action included within this list of categorically excluded actions is not automatically exempted from environmental review under NEPA. The responsible FAA official must also review Paragraph 5-2, Extraordinary Circumstances, before finalizing a decision to categorically exclude a proposed action.

f. Federal financial assistance, licensing, Airport Layout Plan (ALP) approval, or FAA construction or limited expansion of accessory on-site structures, including storage buildings, garages, hangars, t-hangars, small parking areas, signs, fences, and other essentially similar minor development items. (ATO, ARP, AST)

k. Placing earthen fill into previously excavated land with material compatible with the natural features of the site, provided the land is not delineated as a wetland; or minor dredging or filling of wetlands or navigable waters for any categorically excluded action, provided the fill is of material compatible with the natural features of the site, and the dredging and filling qualifies for an U.S. Army Corps of Engineers nationwide or a regional general permit. (ATO, AST, ARP)

The circumstances one must consider when documenting a CATEX are listed below along with each of the impact categories related to the circumstance. Use FAA Environmental Orders 1050.1F, 5050.4B, and the Desk Reference for Airports Actions, as well as other guidance documents to assist you in determining what information needs to be provided about these resource topics to address potential impacts. Keep in mind that both construction and operational impacts must be included. Indicate whether or not there would be any effects under the particular resource topic and, **if needed**, cite available references to support these conclusions. Additional analyses and inventories can be attached or cited as needed.

5-2.b(1) National Historic Preservation Act (NHPA) resources

	YES	NO
<p>Are there historic/cultural resources listed (or eligible for listing) on the National Register of Historic Places located in the Area of Potential Effect? If yes, provide a record of the historic and/or cultural resources located therein and check with your local Airports Division/District Office to determine if a Section 106 finding is required.</p> <p>There is one (1) National Register Historic District, the Gilbert Town Historic District, located approximately 0.4 miles southwest of the airport. There are no listed or eligible for listing structures or districts within proposed fencing perimeter or maintenance buffer (Attachment A, Figure 7). On February 21, 2025, the NC SHPO provided a concurrence letter (Attachment B).</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	YES	NO
Does the project have the potential to cause effects? If yes, describe the nature and extent of the effects.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the project area undisturbed? If not, provide information on the prior disturbance (including type and depth of disturbance, if available) The proposed safety fencing will be located along the perimeter of the airport on airport-owned property (Attachment A, Figure 2). The entire airfield is completely cleared and actively maintained, consisting of impervious surface and grass. The proposed fence has been sited so that no clearing will be required to establish the 10' maintenance buffer on either side. The entirety of the project site is previously disturbed and actively maintained.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project impact tribal land or land of interest to tribes? If yes, describe the nature and extent of the effects and provide information on the tribe affected. Consultation with their THPO or a tribal representative along with the SHPO may be required. There are no known resources in the project area. If unforeseen cultural resources or remains are found during project construction, all work will cease in the immediate area and federal regulations pertaining to emergency discovery will be adhered to at the time.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2.b(2) Department of Transportation Act Section 4(f) and 6(f) resources

	YES	NO
Are there any properties protected under Section 4(f) (as defined by FAA Order 1050.1F) in or near the project area? This includes publicly owned parks, recreation areas, and wildlife or waterfowl refuges of national, state or local significance or land from a historic site of national, state or local significance. There are no national parks or USFWS wildlife/waterfowl refuges near the airport. The closest state park is Chimney Rock State Park, approximately 17 miles west of the airport. There are no county parks in Rutherford County. The closest local park is the Bechtler Mint Site Historic Park, located approximately two (2) miles southwest of the airport. There are no Section 4(f) properties in or near the project site.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	YES	NO
Will project construction or operation physically or constructively “use” any Section 4(f) resource? If yes, describe the nature and extent of the use and/or impacts, and why there are no prudent and feasible alternatives. See 5050.4B Desk Reference Chapter 7.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project affect any recreational or park land purchased with Section 6(f) Land and Water Conservation Funds? If so, please explain, if there will be impacts to those properties.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2.b(3) Threatened or Endangered Species

	YES	NO
<p>Are there any federal or state listed endangered, threatened, or candidate species or designated critical habitat in or near the project area? This includes species protected by individual statute, such as the Bald Eagle.</p> <p>The proposed safety fencing will be located along the perimeter of the airport on airport-owned property (Attachment A, Figure 2). The entire airfield is completely cleared and actively maintained, consisting of impervious surface and grass. The proposed fence has been sited so that no clearing will be required to establish the 10' maintenance buffer on either side. The entirety of the project site is previously disturbed and actively maintained.</p> <p>The USFWS Official Species List, generated from the Information for Planning and Consultation (IPaC) database was reviewed to determine whether suitable habitat was present within the project area. No critical habitats were identified within the project area, however six (6) federally listed species and two (2) species proposed for listing, which have the potential to be present in the project vicinity were identified (Attachment C):</p> <ul style="list-style-type: none"> - Gray Bat (Endangered) - Indiana Bat (Endangered) - Tricolored Bat (Proposed Endangered) - Bog Turtle (Threatened due to Similarity of Appearance) - Monarch Butterfly (Proposed Threatened) - Dwarf-flowered Heartleaf (Threatened) - Small Whorled Pogonia (Threatened) - Rock Gnome Lichen (Endangered) <p>Using the IPaC, Effect Determination Keys were produced for the Indiana Bat and the Tricolored Bat. A determination of "No Effect" was reached for both (Attachment C). As the project site is located on cleared, actively maintained airport property, suitable habitat does not exist for any of the potentially occurring species. The fence has been sited so that no clearing will be required to establish the 10' maintenance buffer on either side of the fence. Therefore, there will be no tree-clearing associated with the proposed project.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	YES	NO
<p>Does the project affect or have the potential to affect, directly or indirectly, any federal or state-listed, threatened, endangered or candidate species, or designated habitat under the Endangered Species Act? If yes, Section 7 consultation between the FAA and the US Fish & Wildlife Service, National Marine Fisheries Service, and/or the appropriate state agency will be necessary. Provide a description of the impacts and how impacts will be avoided, minimized, or mitigated. Provide the Biological Assessment and Biological Opinion, if required.</p> <p>As the project site is located on cleared, actively maintained airport property, suitable habitat does not exist for any of the potentially occurring species. The fence has been sited so that no clearing will be required to establish the 10' maintenance buffer on either side of the fence. Therefore, there will be no tree-clearing associated with the proposed project.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Does the project have the potential to take birds protected by the Migratory Bird Treaty Act? Describe steps to avoid, minimize, or mitigate impacts (such as timing windows determined in consultation with the US Fish & Wildlife Service).</p> <p>As the project site is located on cleared, actively maintained airport property, suitable habitat does not exist for any of the potentially occurring species. The fence has been sited so that no clearing will be required to establish the 10' maintenance buffer on either side of the fence. Therefore, there will be no tree-clearing associated with the proposed project.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2.b (4) Other Resources

Items to consider include:

a. Fish and Wildlife Coordination Act	YES	NO
<p>Does the project area contain resources protected by the Fish and Wildlife Coordination Act? If yes, describe any impacts and steps taken to avoid, minimize, or mitigate impacts.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Wetlands and Other Waters of the U.S.	YES	NO
<p>Are there any wetlands or other waters of the U.S. in or near the project area? The USFWS NWI show two (2) mapped riverine wetlands approximately 0.2-0.3 miles on either side of the airport. None of the mapped wetlands are within the proposed project site or on airport property (Attachment A, Figure 5).</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Has wetland delineation been completed within the proposed project area? If yes, please provide U.S. Army Corps of Engineers (USACE) correspondence and jurisdictional determination. If delineation was not completed, was a field check done to confirm the presence/absence of wetlands or other waters of the U.S.? If no to both, please explain what methods were used to determine the presence/absence of wetlands. The proposed safety fencing will be located along the perimeter of the airport on airport-owned property (Attachment A, Figure 2). The entire airfield is completely cleared and actively maintained, consisting of impervious surface and grass.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>If wetlands are present, will the project result in impacts, directly or indirectly (including tree clearing)? Describe any steps taken to avoid, minimize or mitigate the impact. The proposed safety fencing will be located along the perimeter of the airport on airport-owned property (Attachment A, Figure 2). The entire airfield is completely cleared and actively maintained, consisting of impervious surface and grass.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Is a USACE Clean Water Act Section 404 permit required? If yes, does the project fall within the parameters of a general permit? If so, which general permit? The proposed safety fencing will be located along the perimeter of the airport on airport-owned property (Attachment A, Figure 2). The entire airfield is completely cleared and actively maintained, consisting of impervious surface and grass. There are no Waters of the U.S. which would be affected by the proposed project and no 404 permit will be required.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

c. Floodplains	YES	NO
<p>Will the project be located in, encroach upon or otherwise impact a floodplain? If yes, describe impacts and any agency coordination or public review completed including coordination with the local floodplain administrator. Attach the FEMA map if applicable and any documentation.</p> <p>There is a 1% Annual Chance Flood Hazard Zone located along the tributary to the west, but there are no flood hazard zones within the proposed project site or on airport property (Attachment A, Figure 6).</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Coastal Resources	YES	NO
<p>Will the project occur in or impact a coastal zone as defined by the State's Coastal Zone Management Plan? If yes, discuss the project's consistency with the State's CZMP. Attach the consistency determination if applicable.</p> <p>Rutherford County is not a coastal county.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will the project occur in or impact the Coastal Barrier Resource System as defined by the US Fish and Wildlife Service?</p> <p>Rutherford County is not a coastal county.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. National Marine Sanctuaries	YES	NO
<p>Is a National Marine Sanctuary located in the project area? If yes, discuss the potential for the project to impact that resource.</p> <p>There are no National Marine Sanctuaries located in or near the airport.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Wilderness Areas	YES	NO
<p>Is a Wilderness Area located in the project area? If yes, discuss the potential for the project to impact that resource.</p> <p>There are no Wilderness Areas located in or near the airport.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Farmland	YES	NO
<p>Is there prime, unique, state, or locally important farmland in/near the project area? Describe any significant impacts from the project.</p> <p>Soils within the project area are mapped primarily as Pacolet sandy clay loam, 8 to 15 percent slopes, moderately eroded; Cecil sandy clay loam, 2 to 8 percent slopes, moderately eroded; Udorthents, loamy, 0 to 15 percent slopes; and Pacolet sandy clay loam, 15 to 25 percent slopes, moderately eroded. None of the soils are considered hydric. Cecil sandy clay loam and Pacolet sandy clay loam, 8 to 15 percent slopes are</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<p>both considered prime farmland and farmland of statewide importance (Attachment A, Figure 4).</p> <p>The proposed safety fencing will be located along the perimeter of the airport on airport-owned property (Attachment A, Figure 2). The entire airfield is completely cleared and actively maintained, consisting of impervious surface and grass. There will be no impact to or conversion of important farmland as a result of the proposed project.</p>		
<p>Does the project include the acquisition and conversion of farmland? If farmland will be converted, describe coordination with the US Natural Resources Conservation and attach the completed Form AD-1006.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>h. Energy Supply and Natural Resources</p>	<p>YES</p>	<p>NO</p>
<p>Will the project change energy requirements or use consumable natural resources either during construction or during operations?</p> <p>Natural resources such as fossil fuels may be consumed as a result of construction the perimeter safety fencing but this would be temporary. There will not be a substantial change in the natural resources consumed for the operation of the project.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Will the project change aircraft/vehicle traffic patterns that could alter fuel usage either during construction or operations?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>i. Wild and Scenic Rivers</p>	<p>YES</p>	<p>NO</p>
<p>Is there a river on the Nationwide Rivers Inventory, a designated river in the National System, or river under State jurisdiction (including study or eligible segments) near the project?</p> <p>The closest Wild and Scenic River is Wilson Creek, located approximately 33 miles northeast of the airport. There are no active Study Rivers in North Carolina.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will the project directly or indirectly affect the river or an area within ¼ mile of its ordinary high water mark?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

j. Solid Waste Management	YES	NO
<p>Does the project (either the construction activity or the completed, operational facility) have the potential to generate significant levels of solid waste? If so, discuss how these will be managed.</p> <p>Any solid waste generated during construction will be disposed of at a permitted solid waste management facility. FQD will make every feasible and practicable effort to properly manage any solid waste generated from the project in accordance with NCDEQ recommendations. FQD will comply with all permit requirements in accordance with local, state, and federal law.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2.b(5) Disruption of an Established Community

	YES	NO
<p>Will the project disrupt a community, planned development or be inconsistent with plans or goals of the community?</p> <p>The proposed project is confined to airport property.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Are residents or businesses being relocated as part of the project?</p> <p>The proposed project is confined to airport property. There will be no residents or businesses relocated as a result of the proposed project.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2.b(6) Environmental Justice

	YES	NO
<p>Are there minority and/or low-income populations in/near the project area?</p> <p>N/A. This section has been rescinded by the recent 2025 Executive Order.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Will the project cause any disproportionately high and adverse impacts to minority and/or low-income populations? Attach census data if warranted.</p> <p>N/A. This section has been rescinded by the recent 2025 Executive Order.</p>	<input type="checkbox"/>	<input type="checkbox"/>

5-2.b(7) Surface Transportation

	YES	NO
<p>Will the project cause a significant increase in surface traffic congestion or cause a degradation of level of service provided?</p> <p>The proposed safety fencing will be located along the perimeter of the airport on airport-owned property and will not impact public services or cause traffic congestion to the general public.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will the project require a permanent road relocation or closure? If yes, describe the nature and extent of the relocation or closure and indicate if coordination with the agency responsible for the road and emergency services has occurred.</p> <p>The proposed safety fencing will be located along the perimeter of the airport on airport-owned property and will not require any road relocation or closures.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2.b(8) Noise

	YES	NO
<p>Will the project result in an increase in aircraft operations, nighttime operations, or change aircraft fleet mix?</p> <p>The proposed project will only involve the installation of wildlife fencing around the perimeter of the airport property. There will be no change in existing aircraft operations or fleet mix.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will the project cause a change in airfield configuration, runway use, or flight patterns either during construction or after the project is implemented?</p> <p>The proposed project will only involve the installation of wildlife fencing around the perimeter of the airport property. There will be no change in airfield configuration, runway use, or flight patterns.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Does the forecast exceed 90,000 annual propeller operations, 700 annual jet operations or 10 daily helicopter operations or a combination of the above? If yes, a noise analysis may be required if the project would result in a change in operations.</p> <p>The FAA's TAF currently estimates 12,150 annual (33 daily) existing and forecasted operations, which does not surpass this threshold. The proposed project will only involve the installation of wildlife fencing around the perimeter of the airport property. There will be no change in operations as a result of the proposed project.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	YES	NO
<p>Has a noise analysis been conducted, including but not limited to generated noise contours, a specific point analysis, area equivalent method analysis, or other screening method. If yes, provide that documentation.</p> <p>The FAA's TAF currently estimates 12,150 annual (33 daily) existing and forecasted operations, which does not surpass this threshold. The proposed project will only involve the installation of wildlife fencing around the perimeter of the airport property.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Could the project have a significant impact (DNL 1.5 dB or greater increase) on noise levels over noise sensitive areas within the 65+ DNL noise contour?</p> <p>The proposed project will only involve the installation of wildlife fencing around the perimeter of the airport property.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2.b(9) Air Quality

	YES	NO
<p>Is the project located in a Clean Air Act non-attainment or maintenance area?</p> <p>Rutherford County is not a non-attainment or maintenance area according to the EPA's Greenbook, current as of January 31, 2025.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>If yes, is it listed as exempt, presumed to conform or will emissions (including construction emissions) from the project be below <i>de minimis</i> levels (provide the paragraph citation for the exemption or presumed to conform list below, if applicable) Is the project accounted for in the State Implementation Plan or specifically exempted? Attach documentation.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Does the project have the potential to increase landside or airside capacity, including an increase of surface vehicles?</p> <p>The proposed project will only involve the installation of wildlife fencing around the perimeter of the airport property. There may be a temporary increase in surface vehicle use during construction due to contractors and construction workers accessing the site for construction of the fence and for the transport/delivery of materials. There will be no permanent increase in landside or airside capacity as a result of the proposed project.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	YES	NO
<p>Could the project impact air quality or violate local, State, Tribal or Federal air quality standards under the Clean Air Act Amendments of 1990 either during construction or operations?</p> <p>The proposed project will only involve the installation of wildlife fencing around the perimeter of the airport property. The airport is appropriately zoned. No additional local, state, or federal permits or approvals are required.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2.b (10) Water Quality

	YES	NO
<p>Are there water resources within or near the project area? These include groundwater, surface water (lakes, rivers, etc.), sole source aquifers, and public water supply. If yes, provide a description of the resource, including the location (distance from project site, etc.).</p> <p>The USFWS NWI show two (2) mapped riverine wetlands approximately 0.2-0.3 miles on either side of the airport. None of the mapped wetlands are within the proposed project site or on airport property (Attachment A, Figure 5).</p> <p>The proposed safety fencing will be located along the perimeter of the airport on airport-owned property (Attachment A, Figure 2). The entire airfield is completely cleared and actively maintained, consisting of impervious surface and grass. There are no Waters of the U.S. which would be affected by the proposed project and no 404 permit will be required.</p> <p>There are no sole source aquifers in North Carolina.</p> <p>There are two (2) public water supply sources in close proximity to the airport, however neither of these are on airport property and neither will be impacted by the proposed project.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Will the project impact any of the identified water resources either during construction or operations? Describe any steps that will be taken to protect water resources during and after construction.</p> <p>No streams or wetlands will be impacted.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will the project increase the amount or rate of stormwater runoff either during construction or during operations? Describe any steps that will be taken to ensure it will not impact water quality.</p> <p>The project will not increase impervious surface or the rate of stormwater runoff.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	YES	NO
Does the project have the potential to violate federal, state, tribal or local water quality standards established under the Clean Water and Safe Drinking Water Acts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are any water quality related permits required? If yes, list the appropriate permits. A NC DEQ Erosion and Sediment Control permit may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2.b(11) Highly Controversial on Environmental Grounds

	YES	NO
Is the project highly controversial? The term “highly controversial” means a substantial dispute exists as to the size, nature, or effect of a proposed federal action. The effects of an action are considered highly controversial when reasonable disagreement exists over the project’s risks of causing environmental harm. Mere opposition to a project is not sufficient to be considered highly controversial on environmental grounds. Opposition on environmental grounds by a federal, state, or local government agency or by a tribe or a substantial number of the persons affected by the action should be considered in determining whether or not reasonable disagreement exists regarding the effects of a proposed action.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2.b(12) Inconsistent with Federal, State, Tribal or Local Law

	YES	NO
Will the project be inconsistent with plans, goals, policy, zoning, or local controls that have been adopted for the area in which the airport is located? Existing land use surrounding the airport is considered rural. The proposed project is consistent with existing and future land use.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the project incompatible with surrounding land uses? Existing land use surrounding the airport is considered rural. The proposed project is consistent with existing and future land use.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2 .b (13) Light Emissions, Visual Effects, and Hazardous Materials

a. Light Emissions and Visual Effects	YES	NO
<p>Will the proposed project produce light emission impacts? No light emissions will be produced as a result of this project.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will there be visual or aesthetic impacts as a result of the proposed project and/or have there been concerns expressed about visual/aesthetic impacts? The proposed project will only involve the installation of wildlife fencing around the perimeter of the airport property. The surrounding area is rural land. The proposed project is consistent with existing and future land use.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Hazardous Materials	YES	NO
<p>Does the project involve or affect hazardous materials?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will construction take place in an area that contains or previously contained hazardous materials? Neither the airport nor Rutherford County are currently listed on the EPA's National Priorities List, a list intended primarily to guide the EPA in determining which sites contain hazardous materials. The NCDEQ Division of Waste Management database was reviewed to determine the presence of Underground Storage Tank (UST) and Above Ground Storage Tank (AST) incidents. There are two (2) low risk UST incidents located within 0.5 miles of the airport, both occurring back in the 1990s. There are no Superfund Sites or Brownfields Program Sites near the airport. The Inactive Hazardous Sites Branch confirmed there were no hazardous sites in proximity to the airport (Attachment B).</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>If the project involves land acquisition, is there a potential for this land to contain hazardous materials or contaminants?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will the proposed project produce hazardous and/or solid waste either during construction or after? If yes, how will the additional waste be handled? No hazardous waste will be generated from the construction or maintenance of the project. Any solid waste generated during construction will be disposed of at a permitted solid waste management facility. FQD will make every feasible and practicable effort to properly manage any solid waste generated from the project in accordance with NCDEQ recommendations. FQD will comply with all permit requirements in accordance with local, state, and federal law.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2 .b (14) Public Involvement

	YES	NO
Was there any public notification or involvement? If yes, provide documentation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2 .b (15) Indirect/Secondary/Induced Impacts

	YES	NO
<p>Will the project result in indirect/secondary/induced impacts?</p> <p>No indirect, secondary, or induced impacts are anticipated as the project will only involve the installation of safety fencing around the perimeter of the airport property. As the project site is located on cleared, actively maintained airport property, no additional impacts are anticipated. The fence has been sited so that no clearing will be required to establish the 10' maintenance buffer on either side of the fence. Therefore, there will be no tree-clearing associated with the proposed project.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
When considered with other past, present, and reasonably foreseeable future projects, on or off airport property and regardless of funding source, would the proposed project result in a significant cumulative impact?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Permits

List any permits required for the proposed project that have not been previously discussed. Provide details on the status of permits.

- NCDEQ Erosion and Sediment Control Permit

Environmental Commitments

List all measures and commitments made to avoid, minimize, mitigate, and compensate for impacts on the environment, which are needed for this project to qualify for a CATEX.

- If unforeseen cultural resources or remains are found during project construction, all work will cease in the immediate area and federal regulations pertaining to emergency discovery will be adhered to at the time.

- Any solid waste generated during construction will be disposed of at a permitted solid waste management facility. FQD will make every feasible and practicable effort to properly manage any solid waste generated from the project in accordance with NCDEQ recommendations. FQD will comply with all permit requirements in accordance with local, state, and federal law.

FAA Decision

Having reviewed the above information, it is the FAA’s decision that the proposed project (s) or development warrants environmental processing as indicated below.

Name of Airport, LOC ID, and location:

Rutherford County Airport (FQD), Rutherfordton, NC

Project Title:

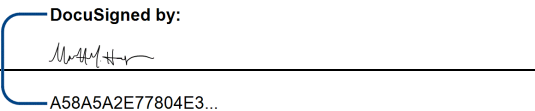
FQD Perimeter Safety Fencing

- No further NEPA review required. Project is categorically excluded per (cite applicable 1050.1.F CATEX that applies: 6-6.4) (f), (k)
- ..An Environmental Assessment (EA) is required.
- ..An Environmental Impact Statement (EIS) is required.
- ..The following additional documentation is necessary for FAA to perform a complete environmental evaluation of the proposed project.

Name: Martha Hodge

Responsible FAA Official

Title: Planning & Environmental Program Manager
NCDOT Division of Aviation

Signature:  A58A5A2E77804E3...

Date: 03/13/2025

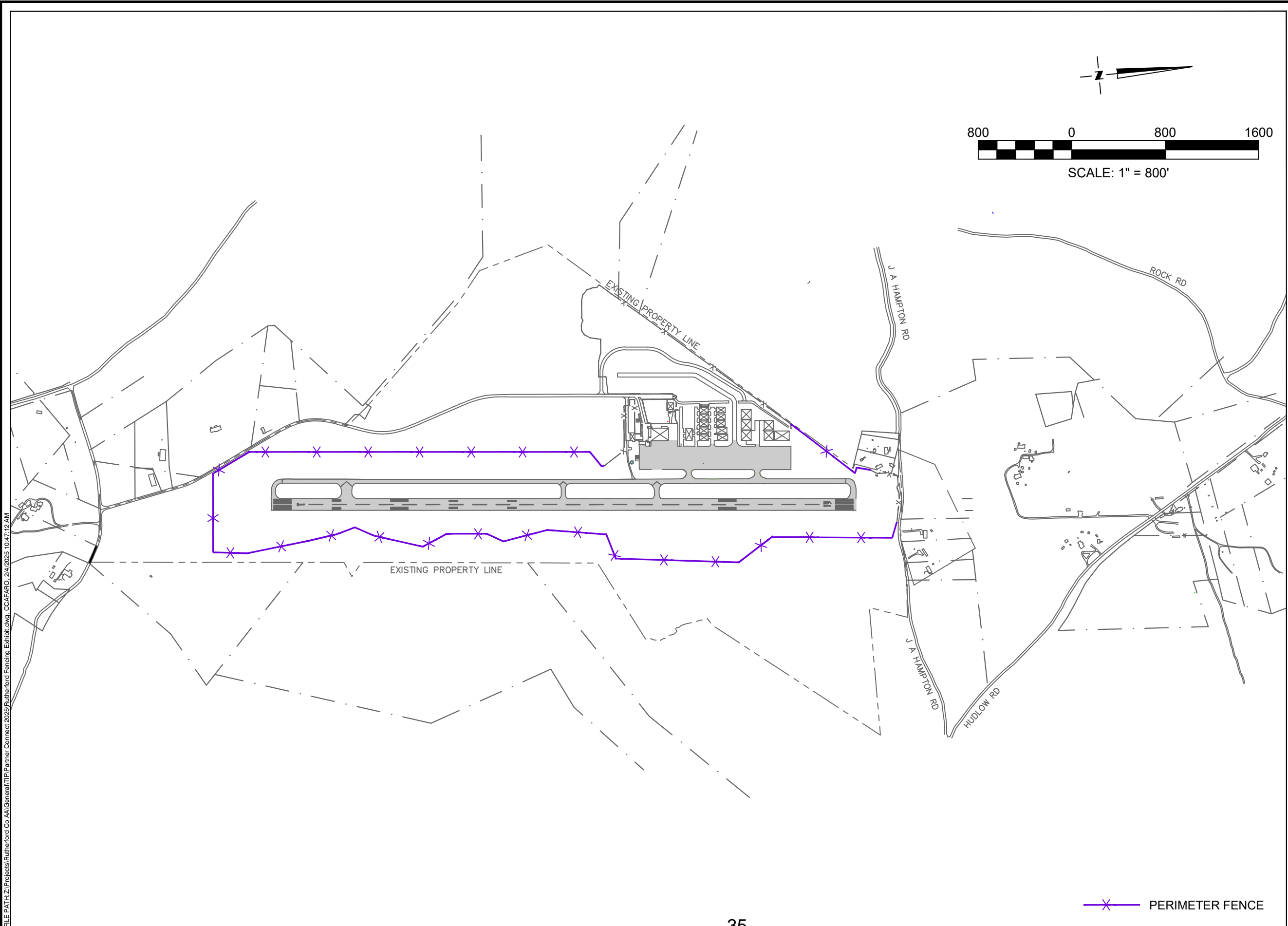
**Attachment A:
Exhibit and Figures**

Attachment A: Exhibit and Figures

- Exhibit
- Fence Detail
- Figures
 - Figure 1. Location Map
 - Figure 2. Aerial Map
 - Figure 3. USGS Topographic Map
 - Figure 4. NRCS Soils Map
 - Figure 5. USFWS NWI Map
 - Figure 6. FEMA Map
 - Figure 7. NC SHPO Map

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FILE PATH: Z:\Projects\Rutherford Co. AA\General\TIP\Partner Connect 2025\Rutherford Fencing Exhibit.dwg, CCAFAFD, 2/4/2025, 10:47:12 AM



SCALE: 1" = 800'

—X— PERIMETER FENCE



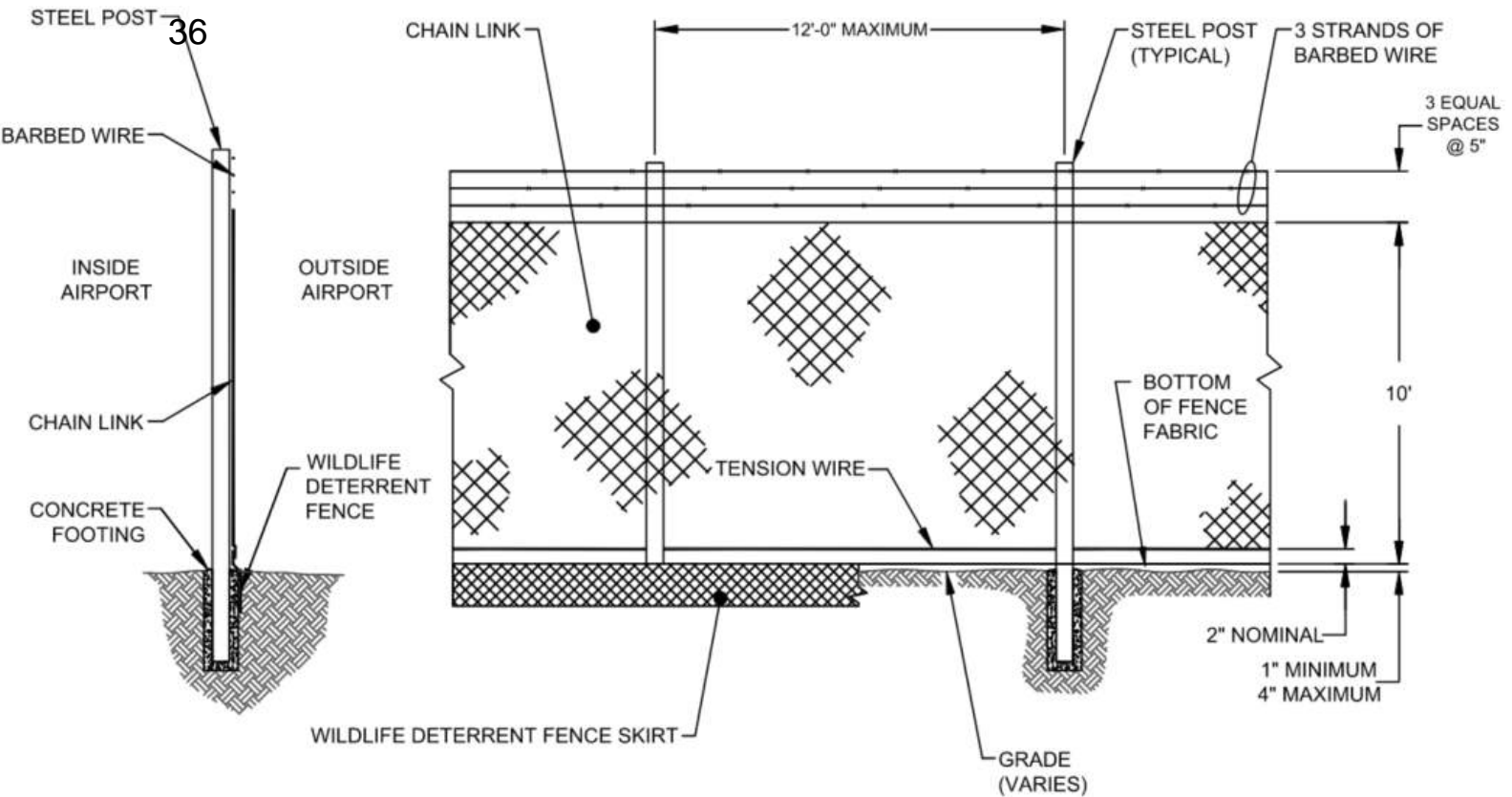
1213 W. MOREHEAD ST.
 SUITE 300
 CHARLOTTE, NC 28208
 (t) 704-334-5348
 (f) 704-334-0078
 WWW.WKDICKSON.COM
 NC LICENSE NO. F-0374

PERIMETER FENCE WORK AUTHORIZATION SCHEMATIC
 FOR THE
 RUTHERFORD COUNTY AIRPORT (FQD)
 RUTHERFORDTON, NORTH CAROLINA

PLANNING DOCUMENT - DO NOT USE FOR CONSTRUCTION

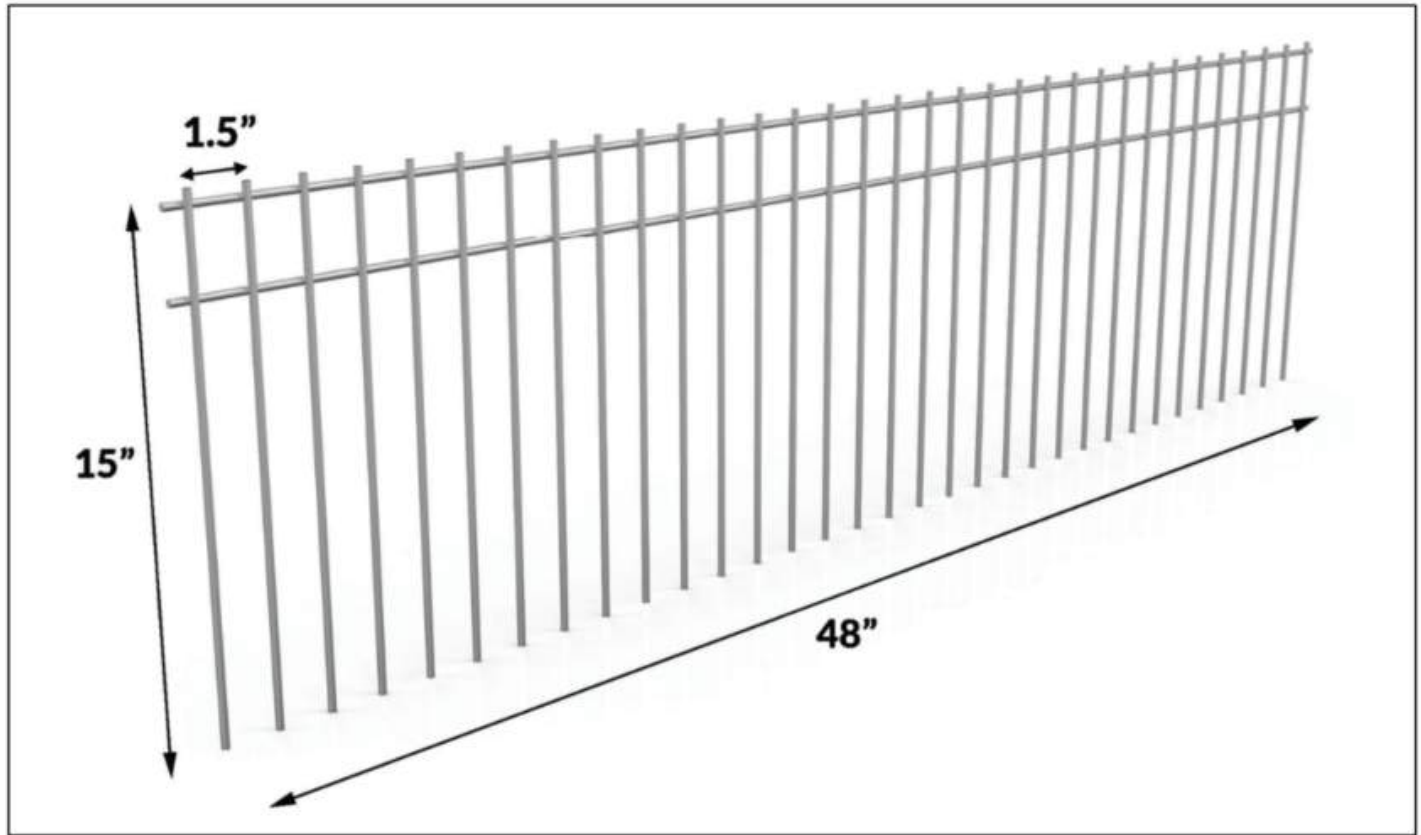
PROJECT NAME:

PROJ. MGR.:	GMK
DESIGN BY:	CDC
DRAWN BY:	CDC
PROJ. DATE:	JAN. 2025
DRAWING NUMBER:	
1 OF 1	
WKD PROJ. NO.:	
-	



WILDLIFE EXCLUSION FENCE DETAIL

NOT TO SCALE

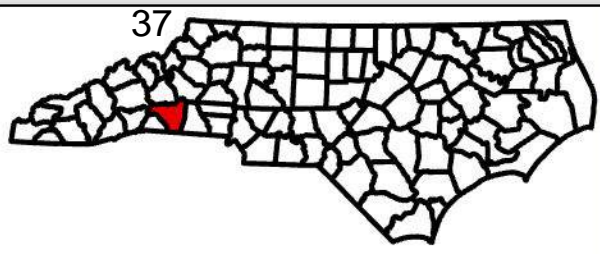


NOTES:

1. DETERRENT FENCE SKIRT SHALL BE 4 GAUGE GALVANIZED SOLID STEEL.
2. REFER TO F-164 WILDLIFE EXCLUSION FENCE FOR SPECIFICATIONS.

WILDLIFE DETERRENT FENCE SKIRT DETAIL

NOT TO SCALE



RUTHERFORD COUNTY, NC

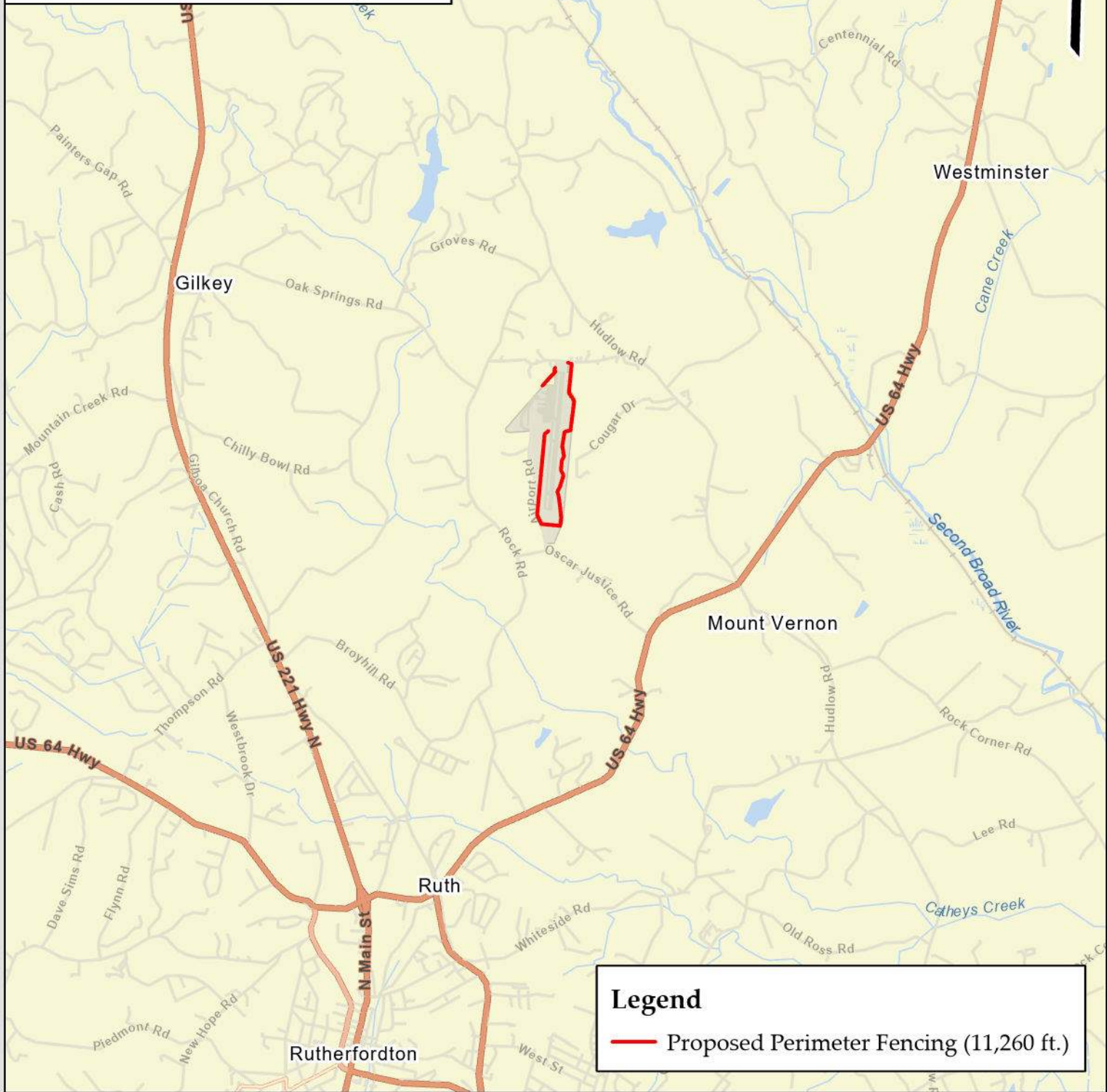
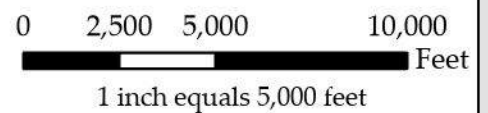
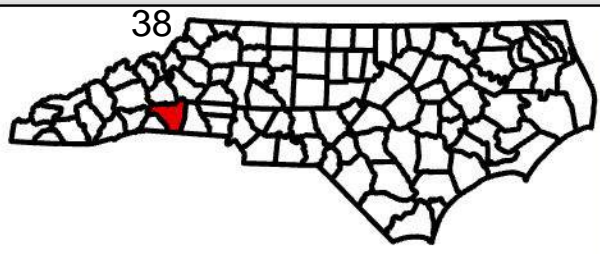


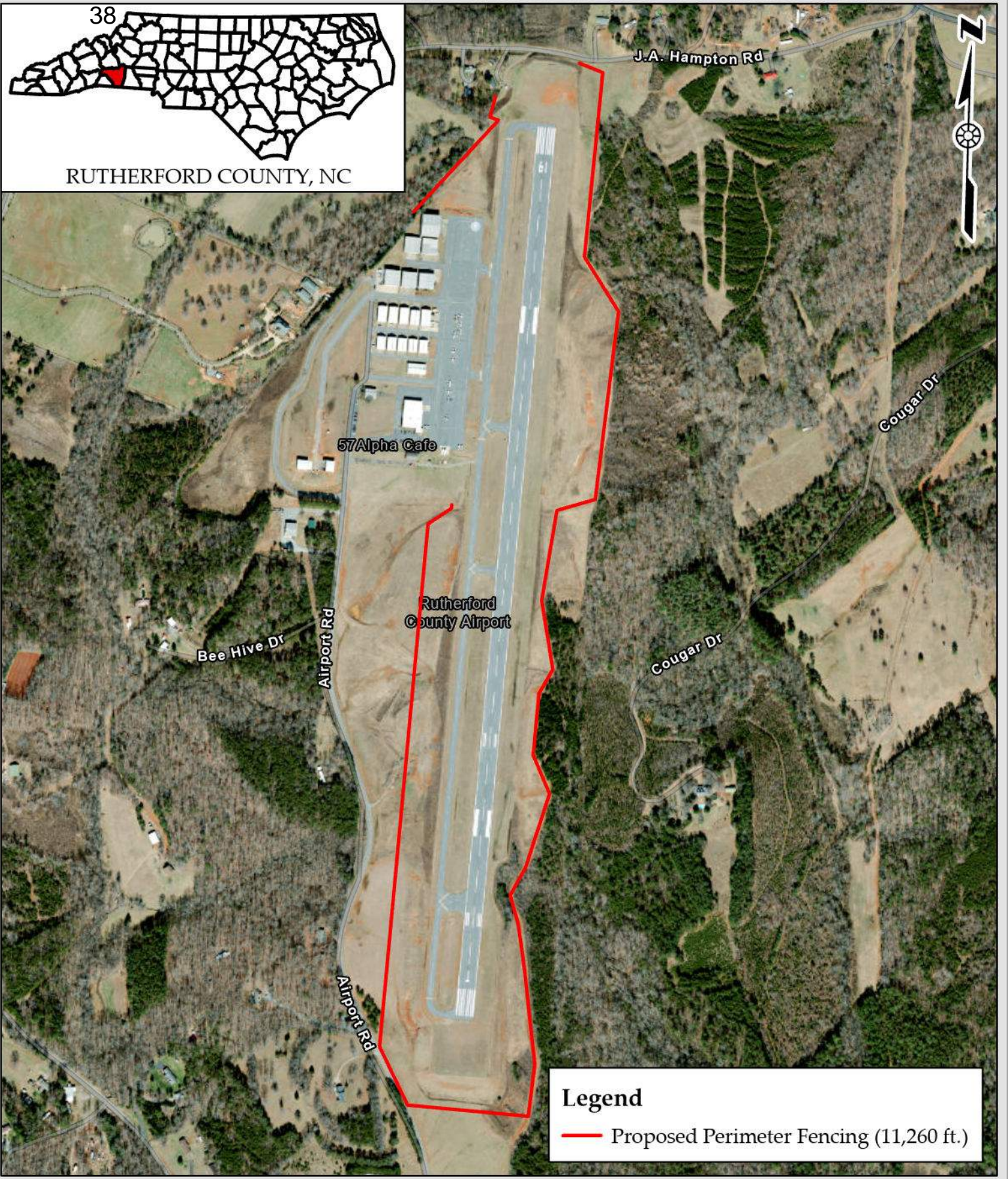
Figure 1. Location Map

FQD Perimeter Safety Fencing
Rutherford County Airport (FQD)
Rutherford County, North Carolina





RUTHERFORD COUNTY, NC

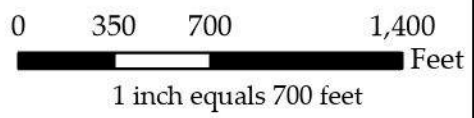


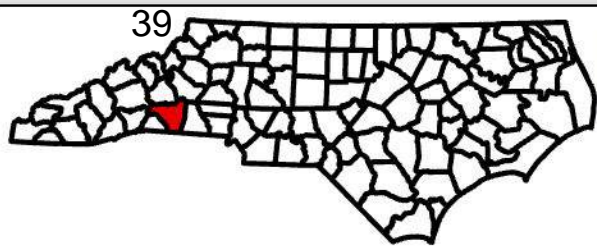
Legend

— Proposed Perimeter Fencing (11,260 ft.)

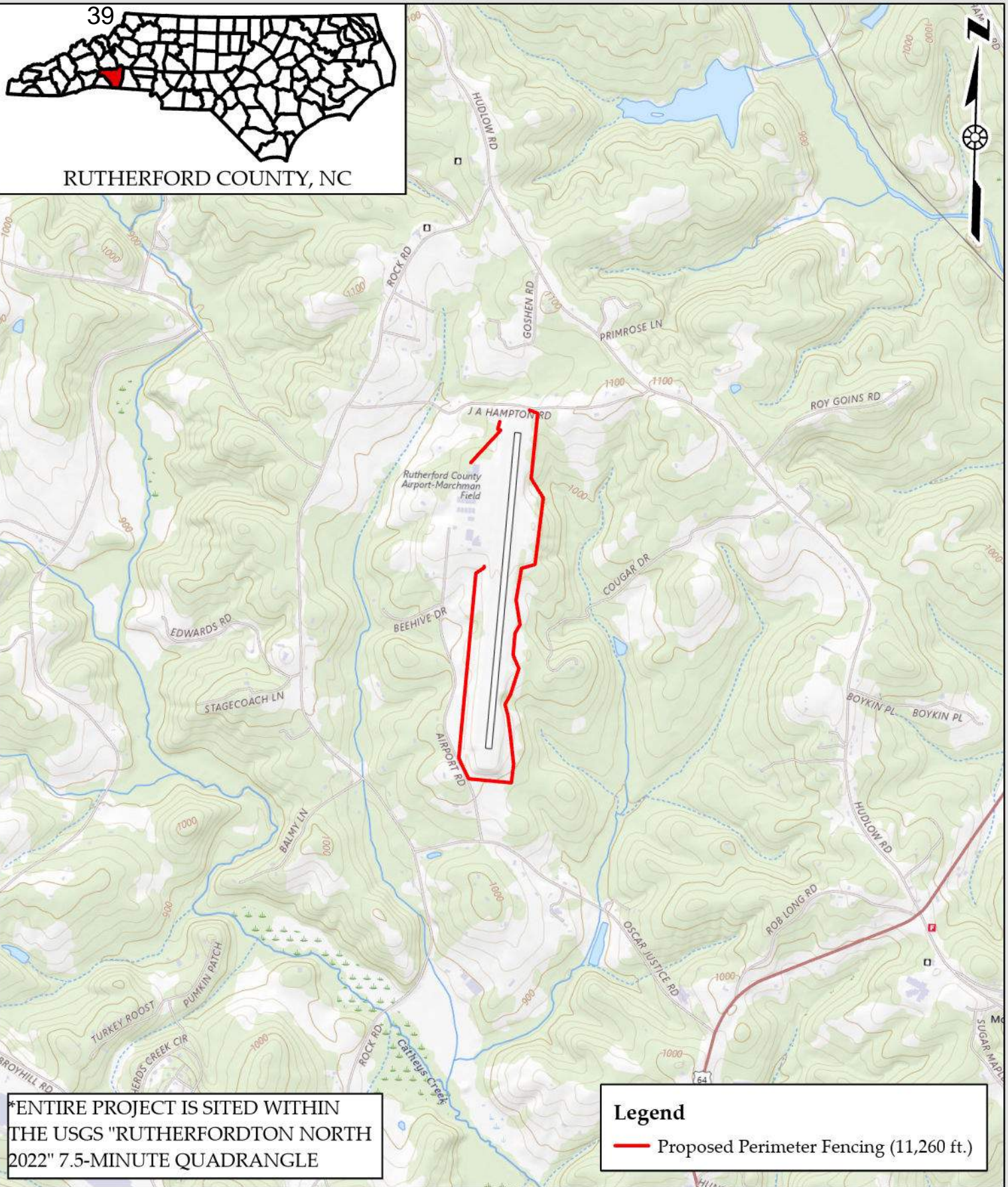


Figure 2. Aerial Map
FQD Perimeter Safety Fencing
Rutherford County Airport (FQD)
Rutherford County, North Carolina





RUTHERFORD COUNTY, NC



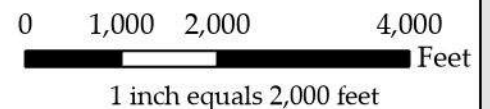
*ENTIRE PROJECT IS SITED WITHIN THE USGS "RUTHERFORDTON NORTH 2022" 7.5-MINUTE QUADRANGLE

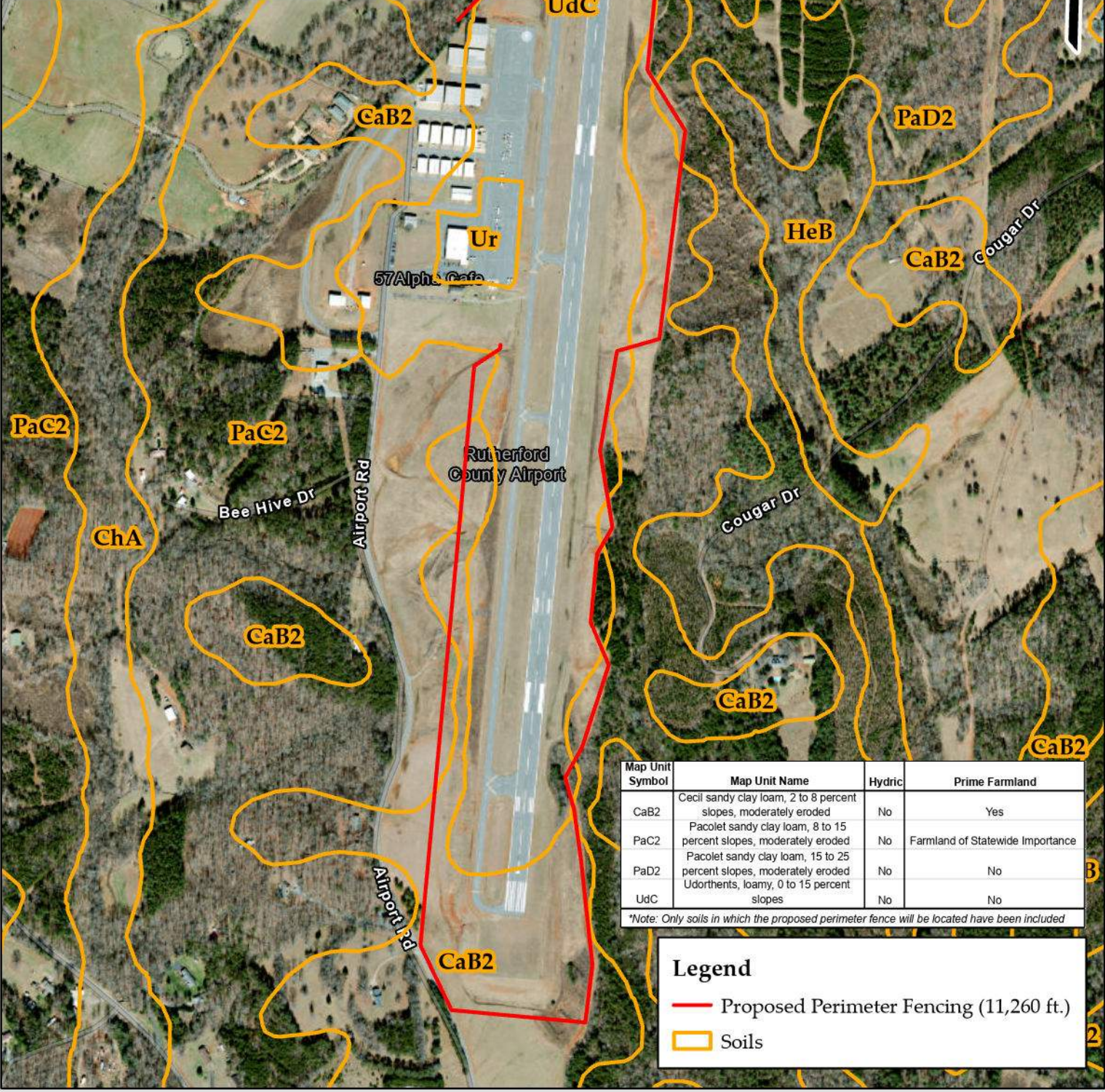
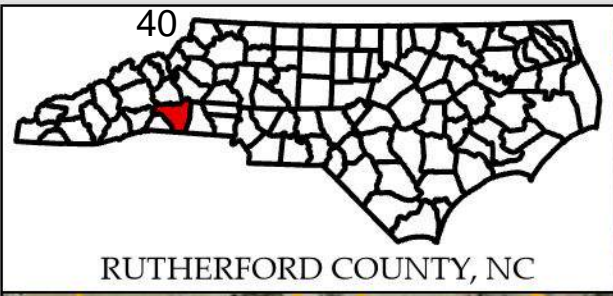
Legend

— Proposed Perimeter Fencing (11,260 ft.)



Figure 3. USGS Topographic Map
FQD Perimeter Safety Fencing
Rutherford County Airport (FQD)
Rutherford County, North Carolina





Map Unit Symbol	Map Unit Name	Hydric	Prime Farmland
CaB2	Cecil sandy clay loam, 2 to 8 percent slopes, moderately eroded	No	Yes
PaC2	Pacolet sandy clay loam, 8 to 15 percent slopes, moderately eroded	No	Farmland of Statewide Importance
PaD2	Pacolet sandy clay loam, 15 to 25 percent slopes, moderately eroded	No	No
UdC	Udorthents, loamy, 0 to 15 percent slopes	No	No

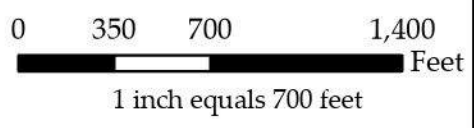
*Note: Only soils in which the proposed perimeter fence will be located have been included

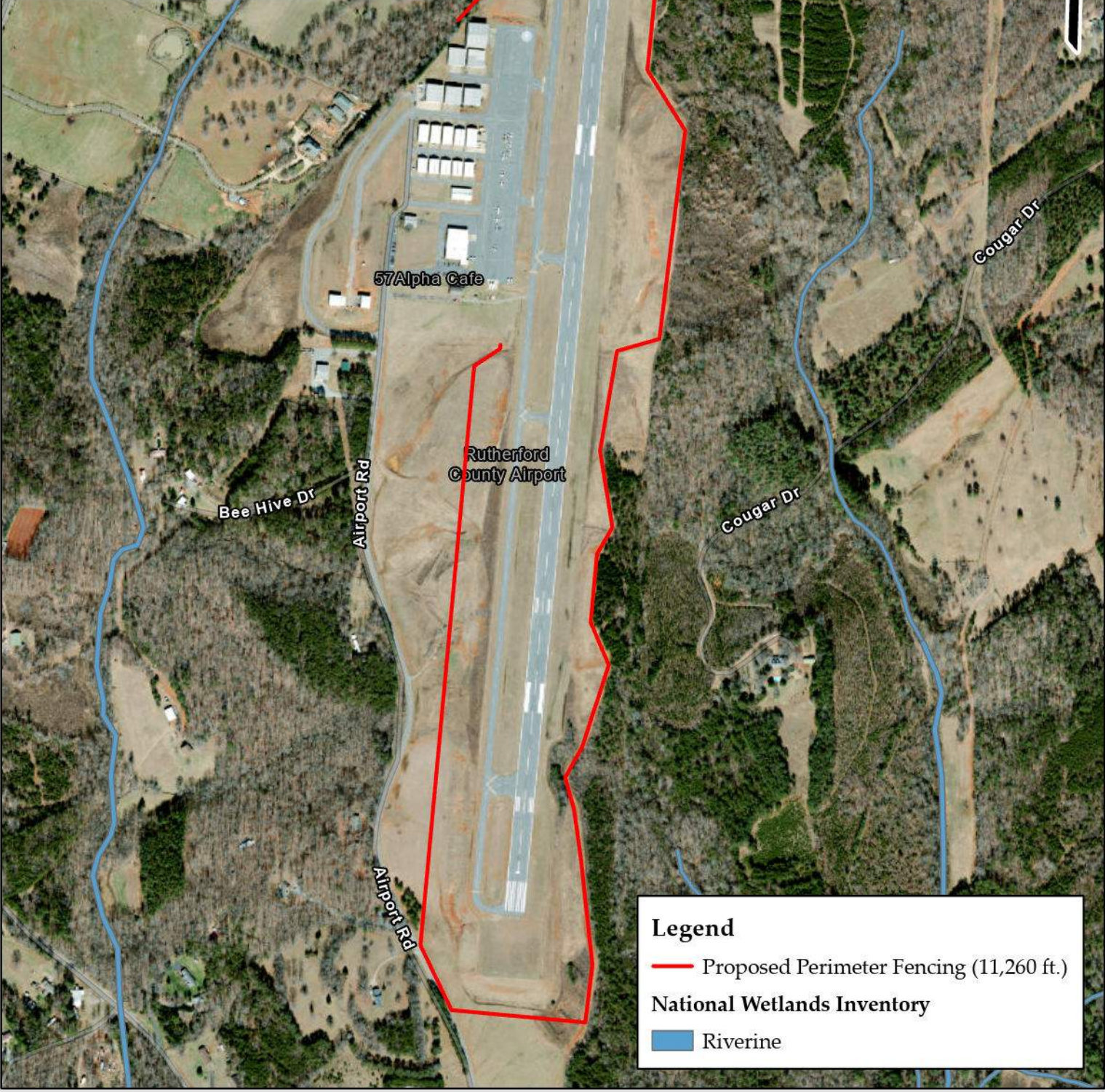
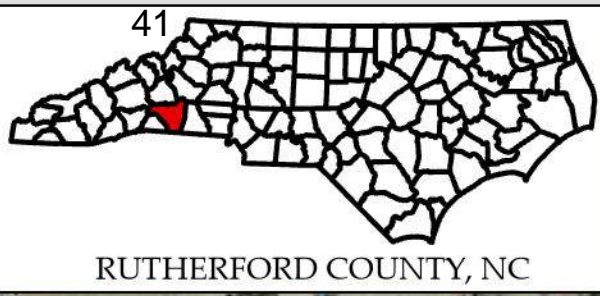
Legend

- Proposed Perimeter Fencing (11,260 ft.)
- Soils



Figure 4. NRCS Soils Map
 FQD Perimeter Safety Fencing
 Rutherford County Airport (FQD)
 Rutherford County, North Carolina





Legend

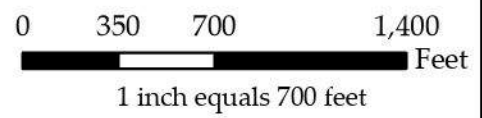
- Proposed Perimeter Fencing (11,260 ft.)

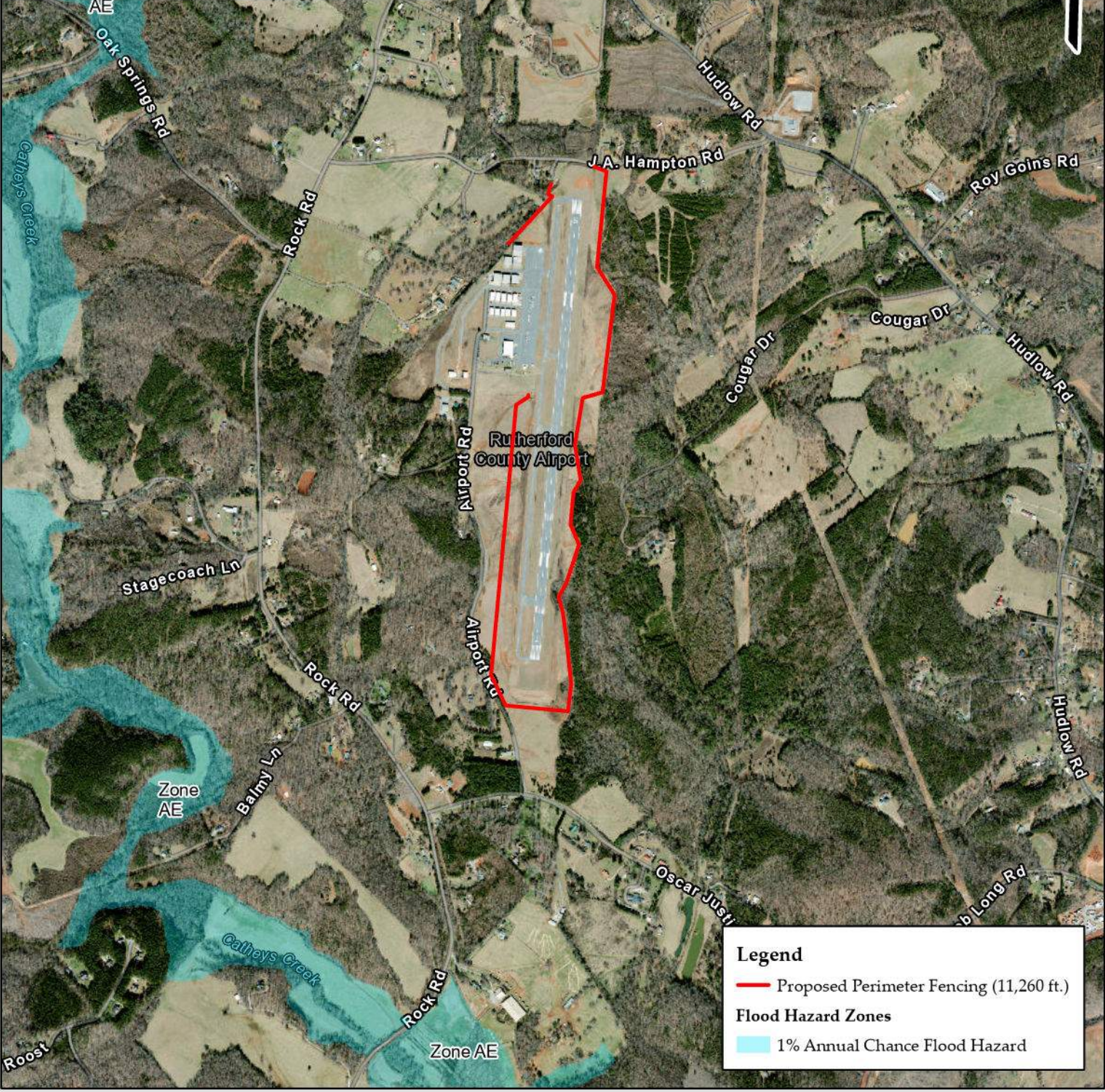
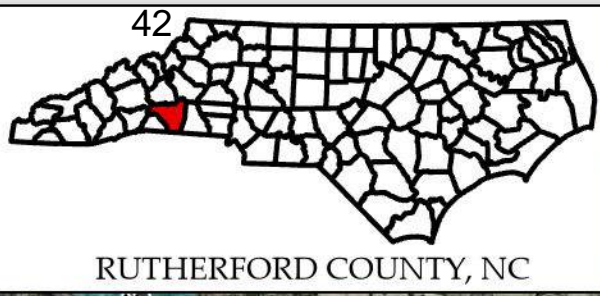
National Wetlands Inventory

- Riverine



Figure 5. USFWS NWI Map
 FQD Perimeter Safety Fencing
 Rutherford County Airport (FQD)
 Rutherford County, North Carolina



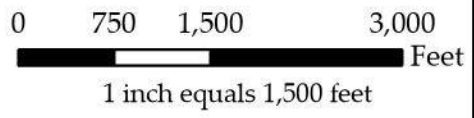


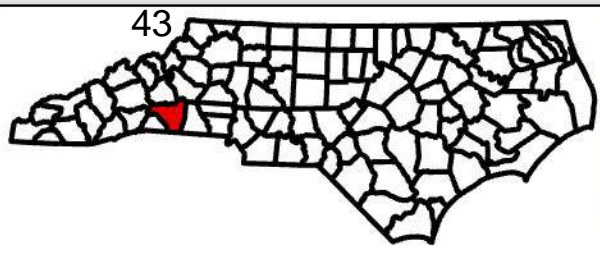
Legend

- Proposed Perimeter Fencing (11,260 ft.)
- Flood Hazard Zones**
- 1% Annual Chance Flood Hazard

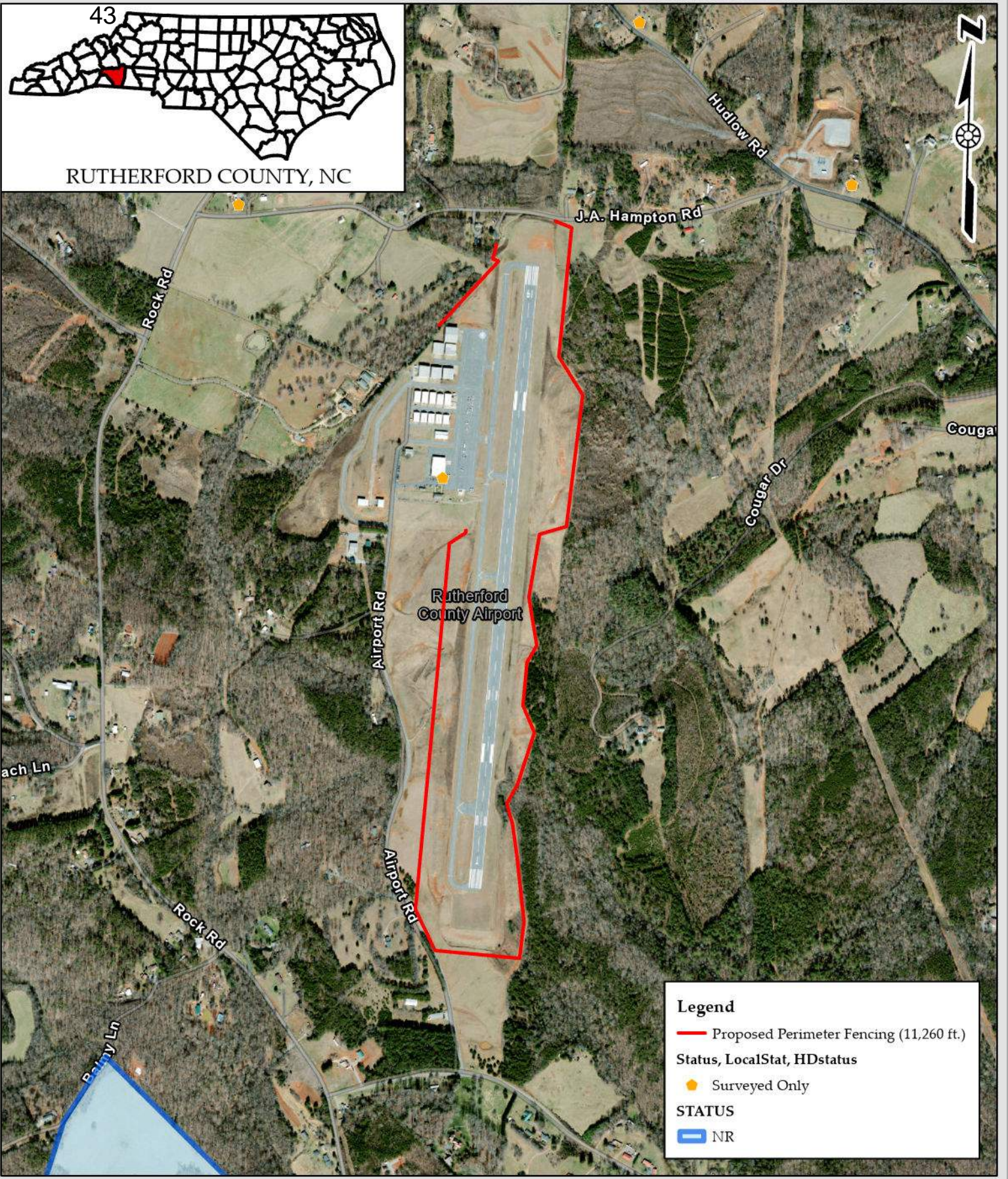


Figure 6. FEMA Map
 FQD Perimeter Safety Fencing
 Rutherford County Airport (FQD)
 Rutherford County, North Carolina





RUTHERFORD COUNTY, NC

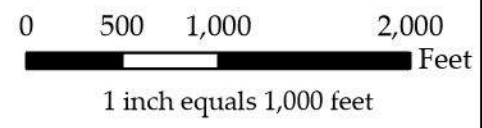


Legend

- Proposed Perimeter Fencing (11,260 ft.)
- Status, LocalStat, HDstatus
- Surveyed Only
- STATUS
- NR



Figure 7. NC SHPO Map
FQD Perimeter Safety Fencing
Rutherford County Airport (FQD)
Rutherford County, North Carolina



Attachment B:
Scoping Letters and Responses

Attachment B: Scoping Letters and Responses

- Scoping Letter Package
- Agency Responses

5 February 2025

State Environmental Review Clearinghouse
1301 Mail Service Center
Raleigh, NC 27699-1301

RE: Rutherford County Airport (FQD) Safety Fencing

To whom it may concern:

This project proposes new safety fencing around the perimeter of Rutherford County Airport. The airport currently faces the hazard of animal encroachment onto the runway and taxiways and this fencing would be installed to alleviate this issue. Approximately ~11,000 feet of fence is proposed for this project. The proposed extent of the fencing is depicted in the attached site plan and figures.

Please review the proposed project and either confirm that significant impacts to environmental resources are not anticipated or provide further guidance. Should you have questions, or require clarification on any point, please call or email.

We appreciate your timely response to this important public transportation project.

Sincerely,

W.K. Dickson & Co., Inc.

Dan Zurlo
Senior Staff Scientist

Attachments: site plan, vicinity figure, aerial figure, USGS figure



Josh Stein
Governor

Gabriel J. Esparza
Secretary

March 10, 2025

Dan Zurlo
Rutherford County Airport Authority
c/o W.K. Dickson & Co., Inc.
1213 W. Morehead Street, Suite 300
Charlotte, NC 28208-

Re: SCH File # 25-E-0000-0144 Proposed project for new safety fencing around the perimeter of Rutherford County Airport. Approximately ~11,000 feet of fence is proposed to alleviate the hazard of animal encroachment onto the runway and taxiways.

Dear Dan Zurlo:

The above referenced environmental impact information has been submitted to the State Clearinghouse under the provisions of the National Environmental Policy Act. According to G.S. 113A-10, when a state agency is required to prepare an environmental document under the provisions of federal law, the environmental document meets the provisions of the State Environmental Policy Act.

Attached to this letter are comments made by the agencies in the review of this document. If any further environmental review documents are prepared for this project, they should be forwarded to this office for intergovernmental review.

If you have any questions, please do not hesitate to contact me at (984) 236-0000.

Sincerely,

KADISHA MOLYNEAUX
State Environmental Review Clearinghouse

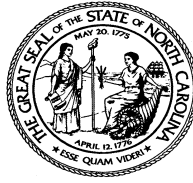
Attachments

Mailing
1301 Mail Service Center | Raleigh, NC 27699-1301



ncadmin.nc.gov

Location
325 N. Salisbury St. | Raleigh, NC 27603
984-236-0000



**North Carolina Department of Natural and Cultural Resources
State Historic Preservation Office**

Ramona M. Bartos, Administrator

Governor Josh Stein
Secretary Pamela B. Cashwell

Office of Archives and History
Deputy Secretary Darin J. Waters, Ph.D.

February 21, 2025

MEMORANDUM

TO: Kadisha Molyneaux kadisha.molyneaux@doa.nc.gov
North Carolina State Clearinghouse
Department of Administration

FROM: Ramona M. Bartos, Deputy
State Historic Preservation Officer *RMB for Ramona M. Bartos*

SUBJECT: Install perimeter fencing, Rutherford County Airport, Rutherford County, 25-E-0000-0144,
ER 25-0262

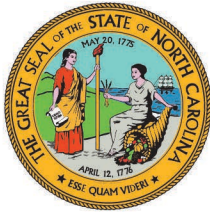
Thank you for your email of February 5, 2025, concerning the above project.

We have conducted a review of the project and are aware of no historic resources which would be affected by the project. Therefore, we have no comment on the project as proposed.

The above comments are made pursuant to Section 106 of the National Historic Preservation Act and the Advisory Council on Historic Preservation's Regulations for Compliance with Section 106 codified at 36 CFR Part 800.

Thank you for your cooperation and consideration. If you have questions concerning the above comment, contact Renee Gledhill-Earley, environmental review coordinator, at 919-814-6579 or environmental.review@dncr.nc.gov. In all future communication concerning this project, please cite the above referenced tracking number.

cc: Dan Zurlo, WK Dickson dzurlo@wkdickson.com



NORTH CAROLINA
Environmental Quality

JOSH STEIN
Governor

D. REID WILSON
Secretary

To: Kadisha Molyneaux
State Clearinghouse
NC Department of Administration

From: Lyn Biles
Division of Environmental Assistance and Customer Service
NC Department of Environmental Quality

Re: 25-0144
Scoping - Proposed project for new safety fencing
around the perimeter to alleviate the hazard of
animal encroachment onto the runway and
taxiways of Rutherford County Airport.
Rutherford County

Date: March 7, 2025

The Department of Environmental Quality has reviewed the proposal for the referenced project. Several of our agencies have identified potential permits that may be required and have provided recommendations.

I have attached the comments for the applicant's consideration.

Thank you for the opportunity to respond.

Attachments



North Carolina Department of Environmental Quality

217 West Jones Street | 1601 Mail Service Center | Raleigh, North Carolina 27699-1601
919.707.8661

JOSH STEIN
Governor

D. REID WILSON
Secretary

MICHAEL SCOTT
Director



DATE: February 17, 2025

TO: Michael Scott, Division Director through Sharon Brinkley

FROM: Charles Gerstell, Solid Waste Section Field Operations Branch

RE: NEPA Project 25-0144, Rutherford County, NC
Rutherford County Airport Authority – Proposed project for new safety fencing around the perimeter of Rutherford County Airport.

The Solid Waste Section has reviewed the scoping request for the proposed project for the construction of approximately 11,000-feet of fence around the perimeter of the Rutherford County Airport located off Marchman Field Drive in Rutherfordton, Rutherford County, North Carolina. The review has been completed and has found no adverse impact on the surrounding community and likewise knows of no situations in the community, which would affect this project from a non-hazardous solid waste perspective.

During the project, every feasible effort should be made to minimize the generation of waste, to recycle materials for which viable markets exist, and to use recycled products and materials in the development of this project where suitable. Any waste generated by this project that cannot be beneficially reused or recycled must be disposed of at a solid waste management facility approved to manage the respective waste type. The Section strongly recommends that any contractors are required to provide proof of proper disposal for all waste generated as part of the project. A list of permitted solid waste management facilities is available on the Solid Waste Section portal site at: [Solid Waste Facility List](#).

Please contact Summer Justice, Environmental Senior Specialist, for any questions regarding solid waste management for this project. Ms. Justice can be reached at (828) 296-4705 or by e-mail at summer.justice@deq.nc.gov.

Ec: Summer Justice, Environmental Senior Specialist



State of North Carolina Department of Environmental Quality
 INTERGOVERNMENTAL REVIEW PROJECT COMMENTS

Reviewing Regional Office: Asheville
 Project Number: 25-0144 Due Date: 3/03/2025
 County: Rutherford

After review of this project, it has been determined that the DEQ permit(s) and/or approvals indicated may need to be obtained for this project to comply with North Carolina Law. Questions regarding these permits should be addressed to the Regional Office indicated on the reverse of the form. All applications, information and guidelines relative to these plans and permits are available from the same Regional Office.

	PERMITS	SPECIAL APPLICATION PROCEDURES or REQUIREMENTS	Normal Process Time (Statutory time limit)
<input type="checkbox"/>	Permit to construct & operate wastewater treatment facilities, non-standard sewer system extensions & sewer systems that do not discharge into state surface waters.	Application 90 days before begins construction or award of construction contracts. On-site inspection may be required. Post-application technical conference usual.	30 days (90 days)
<input type="checkbox"/>	Permit to construct & operate, sewer extensions involving gravity sewers, pump stations and force mains discharging into a sewer collection system	Fast-Track Permitting program consists of the submittal of an application and an engineer's certification that the project meets all applicable State rules and Division Minimum Design Criteria.	30 days (N/A)
<input type="checkbox"/>	NPDES - permit to discharge into surface water and/or permit to operate and construct wastewater facilities discharging into state surface waters.	Application 180 days before begins activity. On-site inspection. Pre-application conference usual. Additionally, obtain permit to construct wastewater treatment facility granted after NPDES. Reply time, 30 days after receipt of plans or issue of NPDES permit-whichever is later.	90-120 days (N/A)
<input type="checkbox"/>	Water Use Permit	Pre-application technical conference usually necessary.	30 days (N/A)
<input type="checkbox"/>	Well Construction Permit	Complete application must be received, and permit issued prior to the installation of a groundwater monitoring well located on property not owned by the applicant, and for a large capacity (>100,000 gallons per day) water supply well.	7 days (15 days)
<input type="checkbox"/>	Dredge and Fill Permit	Application copy must be served on each adjacent riparian property owner. On-site inspection. Pre-application conference usual. Filling may require Easement to Fill from N.C. Department of Administration and Federal Dredge and Fill Permit.	55 days (90 days)
<input type="checkbox"/>	Permit to construct & operate Air Pollution Abatement facilities and/or Emission Sources as per 15 A NCAC (2Q.0100 thru 2Q.0300)	Application must be submitted, and permit received prior to construction and operation of the source. If a permit is required in an area without local zoning, then there are additional requirements and timelines (2Q.0113).	90 days
<input type="checkbox"/>	Any open burning associated with subject proposal must be in compliance with 15 A NCAC 2D.1900	N/A	60 days (90 days)
<input type="checkbox"/>	Demolition or renovations of structures containing asbestos material must be in compliance with 15 A NCAC 20.1110 (a) (1) which requires notification and removal prior to demolition. Contact Asbestos Control Group 919-707-5950	Please Note - The Health Hazards Control Unit (HHCU) of the N.C. Department of Health and Human Services, must be notified of plans to demolish a building, including residences for commercial or industrial expansion, even if no asbestos is present in the building.	60 days (90 days)
<input checked="" type="checkbox"/>	The Sedimentation Pollution Control Act of 1973 must be properly addressed for any land disturbing activity. An erosion & sedimentation control plan will be required if one or more acres are to be disturbed. Plan must be filed with and approved by applicable Regional Office (Land Quality Section) at least 30 days before beginning activity. A NPDES Construction Stormwater permit (NCG010000) is also usually issued should design features meet minimum requirements. A fee of \$100 for the first acre or any part of an acre. An express review option is available with additional fees.		20 days (30 days)
<input checked="" type="checkbox"/>	Sedimentation and erosion control must be addressed in accordance with NCDOT's approved program. Particular attention should be given to design and installation of appropriate perimeter sediment trapping devices as well as stable Stormwater conveyances and outlets.		(30 days)
<input type="checkbox"/>	Sedimentation and erosion control must be addressed in accordance with _____ Local Government's approved program. Particular attention should be given to design and installation of appropriate perimeter sediment trapping devices as well as stable Stormwater conveyances and outlets.		Based on Local Program
<input type="checkbox"/>	Compliance with 15A NCAC 04B .0125 – Buffers Zones for Trout Waters shall have an undisturbed buffer zone 25 feet wide or of sufficient width to confine visible siltation within the twenty-five percent (25%) of the buffer zone nearest the land-disturbing activity, whichever is greater.		
<input checked="" type="checkbox"/>	Compliance with 15A NCAC 2H .0126 - NPDES Stormwater Program which regulates three types of activities: Industrial, Municipal Separate Storm Sewer System & Construction activities that disturb ≥1 acre.		30-60 days (90 days)
<input checked="" type="checkbox"/>	Compliance with 15A NCAC 2H 1000 -State Stormwater Permitting Programs regulate site development and post-construction stormwater runoff control. Areas subject to these permit programs include all 20 coastal counties, and various other counties and watersheds throughout the state.		45 days (90 days)

	PERMITS	SPECIAL APPLICATION PROCEDURES or REQUIREMENTS	Normal Process Time (Statutory time limit)
<input type="checkbox"/>	Mining Permit	On-site inspection usual. Surety bond filed with DEQ Bond amount varies with type mine and number of acres of affected land. Affected area greater than one acre must be permitted. The appropriate bond must be received before the permit can be issued.	30 days (60 days)
<input type="checkbox"/>	Dam Safety Permit	If permit required, application 60 days before begin construction. Applicant must hire N.C. qualified engineer to prepare plans, inspect construction, and certify construction is according to DEQ approved plans. May also require a permit under mosquito control program. And a 404 permit from Corps of Engineers. An inspection of site is necessary to verify Hazard Classification. A minimum fee of \$200.00 must accompany the application. An additional processing fee based on a percentage, or the total project cost will be required upon completion.	30 days (60 days)
<input type="checkbox"/>	Oil Refining Facilities	N/A	90-120 days (N/A)
<input type="checkbox"/>	Permit to drill exploratory oil or gas well	File surety bond of \$5,000 with DEQ running to State of NC conditional that any well opened by drill operator shall, upon abandonment, be plugged according to DEQ rules and regulations.	10 days N/A
<input type="checkbox"/>	Geophysical Exploration Permit	Application filed with DEQ at least 10 days prior to issue of permit. Application by letter. No standard application forms.	10 days N/A
<input type="checkbox"/>	State Lakes Construction Permit	Application fee based on structure size is charged. Must include descriptions & drawings of structure & proof of ownership of riparian property	15-20 days N/A
<input checked="" type="checkbox"/>	401 Water Quality Certification	Compliance with the T15A 02H .0500 Certifications are required whenever construction or operation of facilities will result in a discharge into navigable water as described in 33 CFR part 323.	60 days (130 days)
<input type="checkbox"/>	Compliance with Catawba, Goose Creek, Jordan Lake, Randleman, Tar Pamlico or Neuse Riparian Buffer Rules is required. Buffer requirements: http://deq.nc.gov/about/divisions/water-resources/water-resources-permits/wastewater-branch/401-wetlands-buffer-permits/401-riparian-buffer-protection-program		
<input type="checkbox"/>	Nutrient Offset: Loading requirements for nitrogen and phosphorus in the Neuse and Tar-Pamlico River basins, and in the Jordan and Falls Lake watersheds, as part of the nutrient-management strategies in these areas. DWR nutrient offset information: http://deq.nc.gov/about/divisions/water-resources/planning/nonpoint-source-management/nutrient-offset-information		
<input type="checkbox"/>	CAMA Permit for MAJOR development	\$250.00 - \$475.00 fee must accompany application	75 days (150 days)
<input type="checkbox"/>	CAMA Permit for MINOR development	\$100.00 fee must accompany application	22 days (25 days)
<input type="checkbox"/>	Abandonment of any wells, if required must be in accordance with Title 15A. Subchapter 2C.0100.		
<input type="checkbox"/>	Notification of the proper regional office is requested if "orphan" underground storage tanks (USTS) are discovered during any excavation operation.		
<input type="checkbox"/>	Plans and specifications for the construction, expansion, or alteration of a public water system must be approved by the Division of Water Resources/Public Water Supply Section prior to the award of a contract or the initiation of construction as per 15A NCAC 18C .0300 et. seq., Plans and specifications should be submitted to 1634 Mail Service Center, Raleigh, North Carolina 27699-1634. All public water supply systems must comply with state and federal drinking water monitoring requirements. For more information, contact the Public Water Supply Section, (919) 707-9100.		30 days
<input type="checkbox"/>	If existing water lines will be relocated during the construction, plans for the water line relocation must be submitted to the Division of Water Resources/Public Water Supply Section at 1634 Mail Service Center, Raleigh, North Carolina 27699-1634. For more information, contact the Public Water Supply Section, (919) 707-9100.		30 days
<input type="checkbox"/>	Plans and specifications for the construction, expansion, or alteration of the _____ water system must be approved through the _____ delegated plan approval authority. Please contact them at _____ for further information.		

Other Comments (attach additional pages as necessary, being certain to comment authority)

Division	Initials	No comment	Comments	Date Review
DAQ	PVB	<input checked="" type="checkbox"/>		2/10/2025
DWR-WQROS (Aquifer & Surface)	AWM &	<input type="checkbox"/>	Any impacts to jurisdictional streams or wetlands may require a permit from the US Army Corps of Engineers and corresponding Water Quality Certification from the Division of Water Resources. Regardless of permitting requirements, all activities must be conducted in compliance with North Carolina Surface Water Standards found in 15A NCAC 02B .0200, including adherence to turbidity standards. Appropriate best management practices should be employed when working around streams and wetlands to ensure compliance with the standards. &	2/12/2025
DWR-PWS	MEG	<input checked="" type="checkbox"/>		2/10/2025
DEMLR (LQ & SW)	MMS	<input type="checkbox"/>	<p>The Sedimentation Pollution Control Act of 1973 must be properly addressed for any land disturbing activity. An erosion and sedimentation control plan may be required if one or more acres are to be disturbed or is part of a common plan of development. Particular attention should be given the design and installation of appropriate perimeter and sediment trapping devices as well as stable stormwater conveyances and outlets.</p> <p>For this site compliance with 15A NCAC 2H .0126 - NPDES Stormwater Program may be required. This program regulates three types of activities: Industrial, Municipal Separate Storm Sewer System (MS4), and Construction activities that disturb greater than or equal to 1.0 acre.</p> <p>Compliance with 15A NCAC 2H 1000 -State Stormwater Permitting Programs which regulate site development and post-construction stormwater runoff control may be required for this site. Areas subject to these permit programs include all 20 coastal counties, and various other counties and watersheds throughout the state.</p>	2/10/2025
DWM – UST		<input type="checkbox"/>		/ /
Other Comments		<input type="checkbox"/>		/ /

REGIONAL OFFICES

Questions regarding these permits should be addressed to the Regional Office marked below.

- | | | |
|---|---|--|
| <input type="checkbox"/> Asheville Regional Office
2090 U.S. 70 Highway
Swannanoa, NC 28778-8211
Phone: 828-296-4500
Fax: 828-299-7043 | <input type="checkbox"/> Fayetteville Regional Office
225 Green Street, Suite 714,
Fayetteville, NC 28301-5043
Phone: 910-433-3300
Fax: 910-486-0707 | <input type="checkbox"/> Mooresville Regional Office
610 East Center Avenue, Suite 301,
Mooresville, NC 28115
Phone: 704-663-1699
Fax: 704-663-6040 |
| <input type="checkbox"/> Raleigh Regional Office
3800 Barrett Drive,
Raleigh, NC 27609
Phone: 919-791-4200
Fax: 919-571-4718 | <input type="checkbox"/> Washington Regional Office
943 Washington Square Mall,
Washington, NC 27889
Phone: 252-946-6481
Fax: 252-975-3716 | <input type="checkbox"/> Wilmington Regional Office
127 Cardinal Drive Ext.,
Wilmington, NC 28405
Phone: 910-796-7215
Fax: 910-350-2004 |
| | <input type="checkbox"/> Winston-Salem Regional Office
450 Hanes Mill Road, Suite 300,
Winston-Salem, NC 27105
Phone: 336-776-9800
Fax: 336-776-9797 | |

JOSH STEIN*Governor***D. REID WILSON***Secretary***MICHAEL SCOTT***Director***NORTH CAROLINA**
*Environmental Quality***Date:** February 10, 2025**To:** Michael Scott, Director
Division of Waste Management**Through:** Janet Macdonald
Inactive Hazardous Sites Branch**From:** Katie C Tatum
Inactive Hazardous Sites Branch**Subject:** NEPA Project # 25-0144 Rutherford County Airport Authority, Rutherford County, North Carolina

The Superfund Section has reviewed the proximity of sites under its jurisdiction to the Rutherford County Airport Authority project. The proposed project is for new safety fencing around the perimeter of Rutherford County Airport. Approximately ~11,000 feet of fence is proposed to alleviate the hazard of animal encroachment onto the runway and taxiways.

No (0) Superfund Section sites and no (0) Brownfields Program Sites were identified within one mile of the project as shown on the attached report.

Please contact Janet Macdonald at 919.707.8349 if you have any questions concerning the Superfund Section review portion of this SEPA/NEPA inquiry.



North Carolina Department of Environmental Quality | Division of Waste Management

217 West Jones Street | 1646 Mail Service Center | Raleigh, North Carolina 27699-1646

919.707.8200

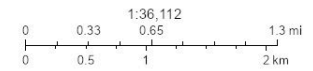
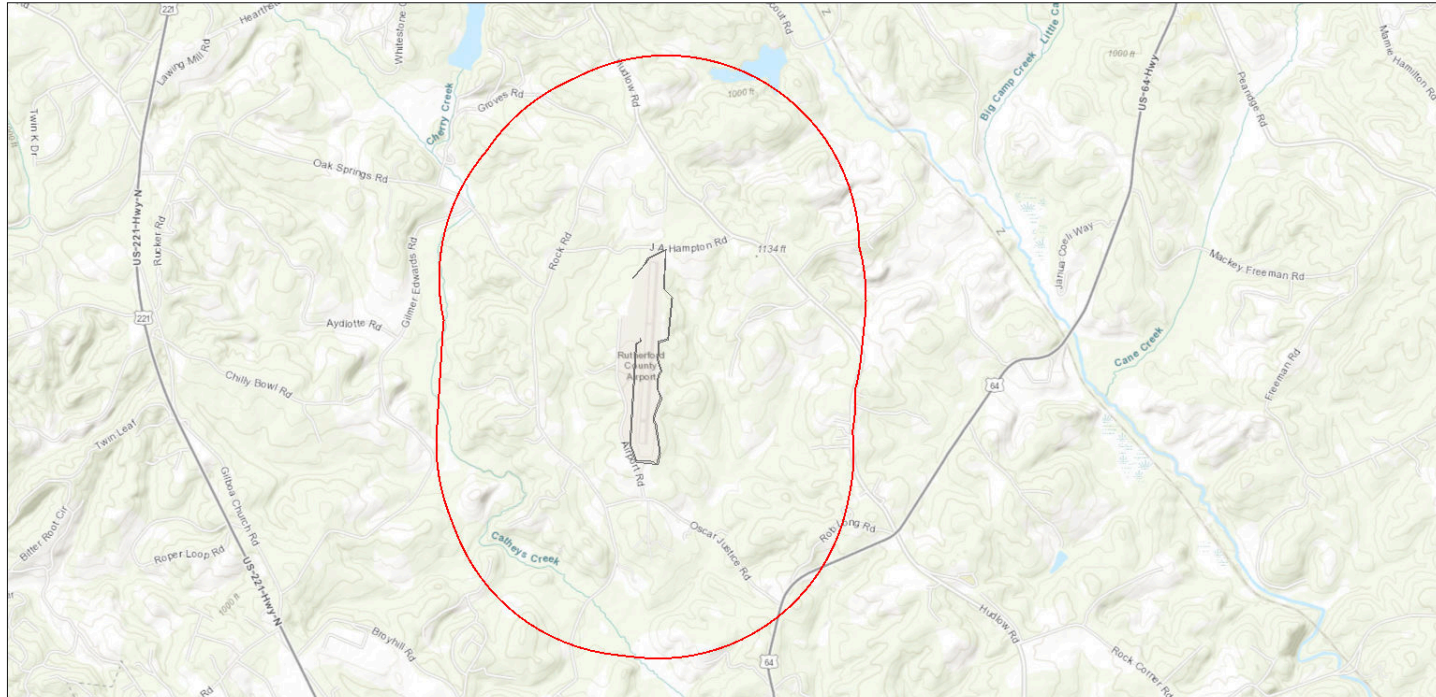
Area of Interest (AOI) Information

Rutherford County

NEPA project 25-0144

Area : 3,671.76 acres

Feb 10 2025 12:00:00 Eastern Standard Time



State of North Carolina DOT, Tennessee STS GIS, Esri, HERE, Garmin, INCREMENT P, USGS, METI/WASA, EPA, USDA

Summary

Name	Count	Area(acres)	Length(mi)
Certified DSCA Sites	0	N/A	N/A
Federal Remediation Branch Sites	0	N/A	N/A
Inactive Hazardous Sites	0	N/A	N/A
Pre-Regulatory Landfill Sites	0	N/A	N/A
Brownfields Program Sites	0	N/A	N/A

Department of Environmental Quality Project Review

Project Number: 25-0144

County: Rutherford

Date Received: 2-5-2025

Due Date: 3-3-2025

Project Description:

Scoping - Proposed project for new safety fencing around the perimeter of Rutherford County Airport. Approximately ~11,000 feet of fence is proposed to alleviate the hazard of animal encroachment onto the runway and taxiways.

This Project is being reviewed as indicated below:

Regional Office	Regional Office Area	In-House Review	
<input checked="" type="checkbox"/> Asheville <input type="checkbox"/> Fayetteville <input type="checkbox"/> Mooresville <input type="checkbox"/> Raleigh <input type="checkbox"/> Washington <input type="checkbox"/> Wilmington <input type="checkbox"/> Winston Salem	<input checked="" type="checkbox"/> Air <input type="checkbox"/> DWR <input checked="" type="checkbox"/> DWR - Public Water <input checked="" type="checkbox"/> DEMLR (LQ & SW) <input checked="" type="checkbox"/> DWM	<input type="checkbox"/> Air Quality <input checked="" type="checkbox"/> Waste Mgmt <input checked="" type="checkbox"/> Water Resources Mgmt (Public Water, Planning & Water Quality Program) <input checked="" type="checkbox"/> DWR-Transportation Unit <u>Amy</u>	<input type="checkbox"/> Coastal Management <input type="checkbox"/> Marine Fisheries <input type="checkbox"/> CC & PS Div. of Emergency Mgmt <input type="checkbox"/> DMF-Shellfish Sanitation <input type="checkbox"/> Wildlife <input checked="" type="checkbox"/> Wildlife/DOT <u>David</u>

Manager Sign-Off/Region:	Date: 2/28/25	In-House Reviewer/Agency: Melodi Deaver, Hazardous Waste Section
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Response (check all applicable)

No objection to project as proposed.
 No Comment

Insufficient information to complete review
 Other (specify or attach comments)

Department of Environmental Quality Project Review

Project Number: 25-0144

County: Rutherford

Date Received: 2-5-2025

Due Date: 3-3-2025

Project Description:

Scoping - Proposed project for new safety fencing around the perimeter of Rutherford County Airport. Approximately ~11,000 feet of fence is proposed to alleviate the hazard of animal encroachment onto the runway and taxiways.

This Project is being reviewed as indicated below:

Regional Office	Regional Office Area	In-House Review	
<input checked="" type="checkbox"/> Asheville <input type="checkbox"/> Fayetteville <input type="checkbox"/> Mooresville <input type="checkbox"/> Raleigh <input type="checkbox"/> Washington <input type="checkbox"/> Wilmington <input type="checkbox"/> Winston Salem	<input checked="" type="checkbox"/> Air <input type="checkbox"/> DWR <input checked="" type="checkbox"/> DWR - Public Water <input checked="" type="checkbox"/> DEMLR (LQ & SW) <input checked="" type="checkbox"/> DWM	<input type="checkbox"/> Air Quality <input checked="" type="checkbox"/> Waste Mgmt <input checked="" type="checkbox"/> Water Resources Mgmt (Public Water, Planning & Water Quality Program) <input checked="" type="checkbox"/> DWR-Transportation Unit <u>Amy</u>	<input type="checkbox"/> Coastal Management <input type="checkbox"/> Marine Fisheries <input type="checkbox"/> CC & PS Div. of Emergency Mgmt <input type="checkbox"/> DMF-Shellfish Sanitation <input type="checkbox"/> Wildlife <input checked="" type="checkbox"/> Wildlife/DOT <u>David</u>

Manager Sign-Off/Region:	Date: 2/19/25	In-House Reviewer/Agency: Dave MHenry/NCWRC
--------------------------	------------------	--

Response (check all applicable)

No objection to project as proposed.
 No Comment

Insufficient information to complete review
 Other (specify or attach comments)

Please accept this no comment.
 Thanks, Dave

Department of Environmental Quality Project Review

Project Number: 25-0144

County: Rutherford

Date Received: 2-5-2025

Due Date: 3-3-2025

Project Description:

Scoping - Proposed project for new safety fencing around the perimeter of Rutherford County Airport. Approximately ~11,000 feet of fence is proposed to alleviate the hazard of animal encroachment onto the runway and taxiways.

This Project is being reviewed as indicated below:

Regional Office	Regional Office Area	In-House Review	
<input checked="" type="checkbox"/> Asheville <input type="checkbox"/> Fayetteville <input type="checkbox"/> Mooresville <input type="checkbox"/> Raleigh <input type="checkbox"/> Washington <input type="checkbox"/> Wilmington <input type="checkbox"/> Winston Salem	<input checked="" type="checkbox"/> Air <input type="checkbox"/> DWR <input checked="" type="checkbox"/> DWR - Public Water <input checked="" type="checkbox"/> DEMLR (LQ & SW) <input checked="" type="checkbox"/> DWM	<input type="checkbox"/> Air Quality <input checked="" type="checkbox"/> Waste Mgmt <input checked="" type="checkbox"/> Water Resources Mgmt (Public Water, Planning & Water Quality Program) <input checked="" type="checkbox"/> DWR-Transportation Unit <u>Amy</u>	<input type="checkbox"/> Coastal Management <input type="checkbox"/> Marine Fisheries <input type="checkbox"/> CC & PS Div. of Emergency Mgmt <input type="checkbox"/> DMF-Shellfish Sanitation <input type="checkbox"/> Wildlife <input checked="" type="checkbox"/> Wildlife/DOT <u>David</u>

Manager Sign-Off/Region:	Date: 2/13/2025	In-House Reviewer/Agency: DWR/WRM David Wainwright
--------------------------	--------------------	---

Response (check all applicable)

No objection to project as proposed.
 No Comment

Insufficient information to complete review
 Other (specify or attach comments)

Control No.: 25-E-0000-0144
County.: RUTHERFORD

Date Received: 2/5/2025
Agency Response: 3/7/2025
Review Closed: 3/7/2025

ALAN TONEY
CLEARINGHOUSE COORD REGION C
FOOTHILLS REGIONAL COMMISSION

Project Information

Type: National Environmental Policy Act ping
Applicant: Rutherford County Airport Authority
Project Desc.: Proposed project for new safety fencing around the perimeter of Rutherford County Airport. Approximately ~11,000 feet of fence is proposed to alleviate the hazard of animal encroachment onto the runway and taxiways.

As a result of this review the following is submitted:

No Comment Comments Below Documents Attached

Reviewed By: ALAN TONEY

Date: 2/17/2025

Control No.: 25-E-0000-0144
County.: RUTHERFORD

Date Received: 2/5/2025
Agency Response: 3/7/2025
Review Closed: 3/7/2025

LYN BILES
CLEARINGHOUSE COORDINATOR
DEPT OF ENVIRONMENTAL QUALITY

Project Information

Type: National Environmental Policy Act ping
Applicant: Rutherford County Airport Authority
Project Desc.: Proposed project for new safety fencing around the perimeter of Rutherford County Airport. Approximately ~11,000 feet of fence is proposed to alleviate the hazard of animal encroachment onto the runway and taxiways.

As a result of this review the following is submitted:

No Comment Comments Below Documents Attached

Reviewed By: LYN BILES

Date: 3/10/2025

Control No.: 25-E-0000-0144
County.: RUTHERFORD

Date Received: 2/5/2025
Agency Response: 3/7/2025
Review Closed: 3/7/2025

JINTAO WEN
CLEARINGHOUSE COORDINATOR
DPS - DIV OF EMERGENCY MANAGEMENT

Project Information

Type: National Environmental Policy Act ping
Applicant: Rutherford County Airport Authority
Project Desc.: Proposed project for new safety fencing around the perimeter of Rutherford County Airport. Approximately ~11,000 feet of fence is proposed to alleviate the hazard of animal encroachment onto the runway and taxiways.

As a result of this review the following is submitted:

No Comment Comments Below Documents Attached

Reviewed By: JINTAO WEN

Date: 2/24/2025

Control No.: 25-E-0000-0144
County.: RUTHERFORD

Date Received: 2/5/2025
Agency Response: 3/7/2025
Review Closed: 3/7/2025

DEVON BORGARDT
CLEARINGHOUSE COORDINATOR
DEPT OF NATURAL & CULTURAL
RESOURCE

Project Information

Type: National Environmental Policy Act ping
Applicant: Rutherford County Airport Authority
Project Desc.: Proposed project for new safety fencing around the perimeter of Rutherford County Airport. Approximately ~11,000 feet of fence is proposed to alleviate the hazard of animal encroachment onto the runway and taxiways.

As a result of this review the following is submitted:

No Comment Comments Below Documents Attached

Reviewed By: DEVON BORGARDT

Date: 2/21/2025

Control No.: 25-E-0000-0144
County.: RUTHERFORD

Date Received: 2/5/2025
Agency Response: 3/7/2025
Review Closed: 3/7/2025

ALEX JONES
CLEARINGHOUSE COORDINATOR
DEPT OF AGRICULTURE

Project Information

Type: National Environmental Policy Act ping
Applicant: Rutherford County Airport Authority
Project Desc.: Proposed project for new safety fencing around the perimeter of Rutherford County Airport. Approximately ~11,000 feet of fence is proposed to alleviate the hazard of animal encroachment onto the runway and taxiways.

As a result of this review the following is submitted:

No Comment Comments Below Documents Attached

Reviewed By: ALEX JONES

Date: 2/6/2025

**Attachment C:
Threatened and Endangered Species**

Attachment C: Threatened and Endangered Species

- IPaC
- Effect Determination Key for Indiana Bat
- Effect Determination Key for NLEB and TCB



United States Department of the Interior



FISH AND WILDLIFE SERVICE
 Asheville Ecological Services Field Office
 160 Zillicoa Street, Suite B
 Asheville, NC 28801-1082
 Phone: (828) 258-3939 Fax: (828) 258-5330

In Reply Refer To:

02/12/2025 13:28:55 UTC

Project Code: 2025-0055235

Project Name: FQD Perimeter Safety Fencing

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The enclosed species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

Please note that new species information can change your official species list. Under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. The Service recommends you visit the ECOS-IPaC website at regular intervals during project planning and implementation to ensure your species list is accurate or obtain an updated species list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A biological assessment (BA) or biological evaluation (BE) should be completed for your project. A BA is required for major construction activities (or other undertakings having similar physical impacts) considered to be Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2) (c)) (NEPA). For projects other than major construction activities, the Service suggests that a BE be prepared to determine effects of the action and whether those effects may affect listed species and/or designated critical habitat. Effects of the action are all consequences to listed species or critical habitat that are caused by the proposed action, including the consequences of other

activities that are caused by the proposed action. A consequence is caused by the proposed action if it is reasonably certain to occur and would not occur "but for" the proposed action..

Recommended contents of a BA/BE are described at 50 CFR 402.12. More information and resources about project review and preparing a BA/BE can be found at the following web link: <https://www.fws.gov/office/asheville-ecological-services/asheville-field-office-online-review-process-overview>.

If a Federal agency determines listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. The Service is not required to concur with "no effect" determinations from Federal action agencies. If consultation is required, the Service recommends that candidate species, proposed species, proposed critical habitat, and at-risk species be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or licensed applicants, can be found in the "Endangered Species Consultation Handbook" at the following web link: <https://www.fws.gov/media/endangered-species-consultation-handbook>.

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Act, there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). More information about MBTA and BGEPA can be found at the following web link: <https://www.fws.gov/program/migratory-birds>.

We appreciate your consideration of Federally listed species. The Service encourages Federal agencies to include conservation of threatened and endangered species in their project planning to further the purposes of the Act. Please contact our staff at 828-258-3939, if you have any questions. In any future correspondence concerning this project, please reference the Consultation Code which can be found in the header of this letter.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether

any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Asheville Ecological Services Field Office

160 Zillicoa Street, Suite B

Asheville, NC 28801-1082

(828) 258-3939

PROJECT SUMMARY

Project Code: 2025-0055235

Project Name: FQD Perimeter Safety Fencing

Project Type: Airport - New Construction

Project Description: The Rutherford County Airport Authority proposes to install approximately 11,260 linear feet of perimeter fencing to encompass the areas of the airfield that currently have no fencing and to tie into existing fencing. The fencing will be 10-foot-tall chain link with barbed wire and will include a wildlife skirt. In lieu of a traditional wildlife skirt which requires excavation, drive-in ground fence panels will be installed, which does not require excavation. An approximate 10' wide buffer will be maintained on either side of the fence for maintenance and repair access. The proposed fence has been sited so that no clearing will be required to establish the 10' maintenance buffer on either side.

Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@35.43459235,-81.9360139262058,14z>



Counties: Rutherford County, North Carolina

ENDANGERED SPECIES ACT SPECIES

There is a total of 8 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Gray Bat <i>Myotis grisescens</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6329	Endangered
Indiana Bat <i>Myotis sodalis</i> There is final critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/5949	Endangered
Tricolored Bat <i>Perimyotis subflavus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

REPTILES

NAME	STATUS
Bog Turtle <i>Glyptemys muhlenbergii</i> Population: U.S.A. (GA, NC, SC, TN, VA) No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6962	Similarity of Appearance (Threatened)

INSECTS

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> There is proposed critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9743	Proposed Threatened

FLOWERING PLANTS

NAME	STATUS
Dwarf-flowered Heartleaf <i>Hexastylis naniflora</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/2458	Threatened
Small Whorled Pogonia <i>Isotria medeoloides</i> Population: No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/1890	Threatened

LICHENS

NAME	STATUS
Rock Gnome Lichen <i>Gymnoderma lineare</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/3933	Endangered

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act ² and the Migratory Bird Treaty Act (MBTA) ¹. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

-
1. The [Bald and Golden Eagle Protection Act](#) of 1940.
 2. The [Migratory Birds Treaty Act](#) of 1918.
 3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are Bald Eagles and/or Golden Eagles in your [project](#) area.

Measures for Proactively Minimizing Eagle Impacts

For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the [National Bald Eagle Management Guidelines](#). You may employ the timing and activity-specific distance recommendations in this document when designing your project/activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to [Bald Eagle Nesting and Sensitivity to Human Activity](#).

The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional [Migratory Bird Office](#) or [Ecological Services Field Office](#).

If disturbance or take of eagles cannot be avoided, an [incidental take permit](#) may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the [Do I Need A Permit Tool](#). For

assistance making this determination for golden eagles, please consult with the appropriate Regional [Migratory Bird Office](#) or [Ecological Services Field Office](#).

Ensure Your Eagle List is Accurate and Complete

If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the [Supplemental Information on Migratory Birds and Eagles](#), to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)

Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

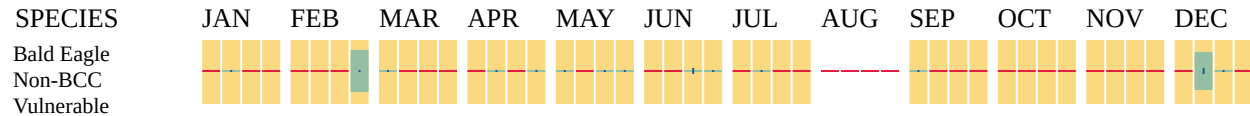
Survey Effort (|)

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

■ probability of presence ■ breeding season | survey effort — no data



Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>
- Nationwide avoidance and minimization measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

MIGRATORY BIRDS

The Migratory Bird Treaty Act (MBTA) ¹ prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service). The incidental take of migratory birds is the injury or death of birds that results from, but is not the purpose, of an activity. The Service interprets the MBTA to prohibit incidental take.

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31

NAME	BREEDING SEASON
Chimney Swift <i>Chaetura pelagica</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9406	Breeds Mar 15 to Aug 25
Prairie Warbler <i>Setophaga discolor</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9513	Breeds May 1 to Jul 31
Wood Thrush <i>Hylocichla mustelina</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9431	Breeds May 10 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)

Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)

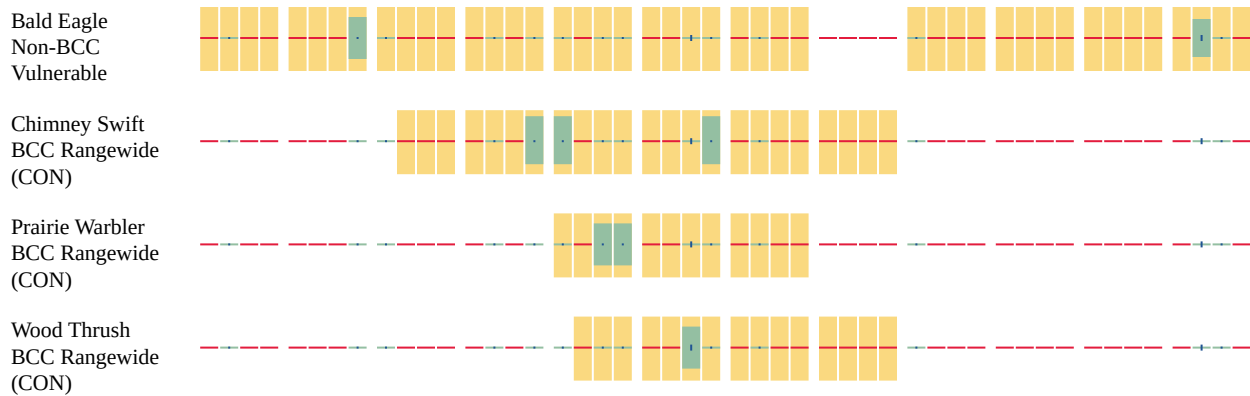
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

■ probability of presence ■ breeding season | survey effort — no data

SPECIES JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC



Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

WETLANDS

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

THERE ARE NO WETLANDS WITHIN YOUR PROJECT AREA.

IPAC USER CONTACT INFORMATION

Agency: W.K. Dickson & Co., LLC
Name: Rachael Anderson
Address: 5 Legacy Park Road
Address Line 2: Suite A
City: Greenville
State: SC
Zip: 29607
Email: randerson@wkdickson.com
Phone: 8645658255



United States Department of the Interior



FISH AND WILDLIFE SERVICE
 Asheville Ecological Services Field Office
 160 Zillicoa Street, Suite B
 Asheville, NC 28801-1082
 Phone: (828) 258-3939 Fax: (828) 258-5330

In Reply Refer To:

02/12/2025 13:33:32 UTC

Project code: 2025-0055235

Project Name: FQD Perimeter Safety Fencing

Subject: Technical Assistance letter for the project named 'FQD Perimeter Safety Fencing' for the endangered Indiana bat and its critical habitat in the proposed project location, pursuant to the Indiana Bat Determination Key (DKey)

Dear Rachael Anderson:

The U.S. Fish and Wildlife Service (Service) received on **February 12, 2025** your effect determination(s) for the 'FQD Perimeter Safety Fencing' using the Indiana Bat DKey within the Information for Planning and Consultation (IPaC) system. The Service developed this system in accordance with the Endangered Species Act of 1973 (ESA) (87 Stat.884, as amended; 16 U.S.C. 1531 et seq.).

Based on your answers and the assistance of the Service's Indiana Bat DKey, you made the following effect determination(s) for the proposed Action:

Species	Listing Status	Determination
Indiana Bat (<i>Myotis sodalis</i>)	Endangered	No effect

Consultation Status

No Effect Determinations: : Species with No effect determinations are those for which you determined the proposed Action would have “no effect” on the species. There is no statutory requirement for the federal action agency to request concurrence with that determination; however, the federal action agency should document the supporting information for this determination in their files. This documentation would typically demonstrate a lack of suitable habitat within the action area, show that no impacts to suitable habitat would occur, or provide information that the species is not reasonably certain to occur in the action area even though suitable habitat is present.

The Service recommends that your agency contact the Asheville Ecological Services Field Office at 828-258-3939 or re-evaluate the Action in IPaC if: 1) the scope, timing, duration, or location of the Action changes, 2) new information reveals the Action may affect listed species or designated critical habitat, or 3) a new species is listed or critical habitat designated. If any of the

above conditions occurs, additional consultation with the Asheville Ecological Services Field Office should take place before project changes are final or resources committed.

In addition to the Indiana bat, the following species and/or critical habitats may also occur in your project area and **are not** covered by this conclusion:

- Bog Turtle *Glyptemys muhlenbergii* Similarity of Appearance (Threatened)
- Dwarf-flowered Heartleaf *Hexastylis naniflora* Threatened
- Gray Bat *Myotis grisescens* Endangered
- Monarch Butterfly *Danaus plexippus* Proposed Threatened
- Rock Gnome Lichen *Gymnoderma lineare* Endangered
- Small Whorled Pogonia *Isotria medeoloides* Threatened
- Tricolored Bat *Perimyotis subflavus* Proposed Endangered

To address effects to other federally listed or proposed species and/or their designated critical habitat, you can request project-specific review by following the instructions in the “Next Steps” section of your species list letter, or you may use another determination key, if available.

Additional Coordination

To request additional technical assistance or consultation, please contact the Asheville Ecological Services Field Office at 828-258-3939 . When you contact the office, please provide all relevant site-specific information regarding the proposed Action. The Asheville Ecological Services Field Office will respond within 30 to 60 days of your submittal.

Action Description

You provided to IPaC the following name and description for the subject Action.

1. Name

FQD Perimeter Safety Fencing

2. Description

The following description was provided for the project 'FQD Perimeter Safety Fencing':

The Rutherford County Airport Authority proposes to install approximately 11,260 linear feet of perimeter fencing to encompass the areas of the airfield that currently have no fencing and to tie into existing fencing. The fencing will be 10-foot-tall chain link with barbed wire and will include a wildlife skirt. In lieu of a traditional wildlife skirt which requires excavation, drive-in ground fence panels will be installed, which does not require excavation. An approximate 10' wide buffer will be maintained on either side of the fence for maintenance and repair access. The proposed fence has been sited so that no clearing will be required to establish the 10' maintenance buffer on either side.

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@35.43459235,-81.9360139262058,14z>



QUALIFICATION INTERVIEW

1. Will the proposed action involve Federal funding, permitting, or authorization, or will it be carried out by a Federal Agency?

Yes

2. Is the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), or Federal Transit Administration (FTA) the lead Federal Agency for this action?

No

3. Are you the lead Federal Action Agency or designated non-federal representative requesting concurrence on behalf of the lead Federal Action Agency?

No

4. [Semantic] Is the Action Area within 1/2-mile of a known Indiana bat hibernaculum?

Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact the Field Office listed in the letterhead of this letter.

Automatically answered

No

5. Will the proposed Action involve construction or operation of wind turbines?

No

6. Will the proposed Action involve blasting, other than a fireworks display?

No

7. Will the proposed Action involve a new point source discharge from a facility other than a water treatment plant or storm water system?

No

8. Will the proposed Action involve the creation of a new water-borne contaminant source (e.g., leachate pond, pits containing chemicals that are not NSF/ANSI 60 compliant)?

Note: For information regarding NSF/ANSI 60 please visit <https://www.nsf.org/knowledge-library/nsf-ansi-standard-60-drinking-water-treatment-chemicals-health-effects>

No

9. Will the proposed Action include the removal, replacement, repair and/or maintenance of an existing bridge?

No

10. Will the proposed Action involve perennial stream loss that would require an individual permit under 404 of the Clean Water Act?

No

11. Will the proposed Action involve discharge of sediment into a stream?

No

12. Does the Action Area contain any caves (including their associated sinkholes, fissures, or other karst features), rockshelters, underground quarries, or abandoned mine portals (including associated underground workings)?

No

13. Will the proposed project result in the removal of trees?

No

14. Based on the responses you have provided, we believe that the proposed Action is consistent with the type of Actions programmatically evaluated by the Service under the standing analyses that supports this determination key. These Actions typically conclude with "no effect" or "may affect - not likely to adversely affect" determinations for the Indiana bat.

What determination do you want to make for the Indiana bat:

Note: IPaC will not provide a concurrence for "no effect" determinations, because there is no statutory requirement to request concurrence from the Service. IPaC will provide concurrence for "May affect – not likely to adversely affect" determinations. If you choose "May affect – likely to adversely affect" or "Unsure," additional coordination with the Service is recommended.

No effect

IPAC USER CONTACT INFORMATION

Agency: W.K. Dickson & Co., LLC
Name: Rachael Anderson
Address: 5 Legacy Park Road
Address Line 2: Suite A
City: Greenville
State: SC
Zip: 29607
Email: randerson@wkdickson.com
Phone: 8645658255

LEAD AGENCY CONTACT INFORMATION

Lead Agency: Federal Aviation Administration
Name: Martha Hodge
Email: mmhodge@ncdot.gov
Phone: 9198140585



United States Department of the Interior



FISH AND WILDLIFE SERVICE
 Asheville Ecological Services Field Office
 160 Zillicoa Street, Suite B
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 Phone: (828) 258-3939 Fax: (828) 258-5330

In Reply Refer To:
 Project code: 2025-0055235
 Project Name: FQD Perimeter Safety Fencing

02/12/2025 13:36:11 UTC

Federal Nexus: yes
 Federal Action Agency (if applicable): Federal Aviation Administration

Subject: Record of project representative's no effect determination for 'FQD Perimeter Safety Fencing'

Dear Rachael Anderson:

This letter records your determination using the Information for Planning and Consultation (IPaC) system provided to the U.S. Fish and Wildlife Service (Service) on February 12, 2025, for 'FQD Perimeter Safety Fencing' (here forward, Project). This project has been assigned Project Code 2025-0055235 and all future correspondence should clearly reference this number. **Please carefully review this letter.**

Ensuring Accurate Determinations When Using IPaC

The Service developed the IPaC system and associated species' determination keys in accordance with the Endangered Species Act of 1973 (ESA; 87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.) and based on a standing analysis. All information submitted by the Project proponent into IPaC must accurately represent the full scope and details of the Project.

Failure to accurately represent or implement the Project as detailed in IPaC or the **Northern Long-eared Bat and Tricolored Bat Range-wide Determination Key (Dkey)**, invalidates this letter. *Answers to certain questions in the DKey commit the project proponent to implementation of conservation measures that must be followed for the ESA determination to remain valid.*

Determination for the Northern Long-Eared Bat and/or Tricolored Bat

Based upon your IPaC submission and a standing analysis, your project has reached the following effect determinations:

Species	Listing Status	Determination
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Tricolored Bat (*Perimyotis subflavus*)

Proposed
Endangered

No effect

Federal agencies must consult with U.S. Fish and Wildlife Service under section 7(a)(2) of the Endangered Species Act (ESA) when an action *may affect* a listed species. Tricolored bat is proposed for listing as endangered under the ESA, but not yet listed. For actions that may affect a proposed species, agencies cannot consult, but they can *confer* under the authority of section 7(a)(4) of the ESA. Such conferences can follow the procedures for a consultation and be adopted as such if and when the proposed species is listed. Should the tricolored bat be listed, agencies must review projects that are not yet complete, or projects with ongoing effects within the tricolored bat range that previously received a NE or NLAA determination from the key to confirm that the determination is still accurate.

To make a no effect determination, the full scope of the proposed project implementation (action) should not have any effects (either positive or negative), to a federally listed species or designated critical habitat. Effects of the action are all consequences to listed species or critical habitat that are caused by the proposed action, including the consequences of other activities that are caused by the proposed action. A consequence is caused by the proposed action if it would not occur but for the proposed action and it is reasonably certain to occur. Effects of the action may occur later in time and may include consequences occurring outside the immediate area involved in the action. (See § 402.17).

Under Section 7 of the ESA, if a federal action agency makes a no effect determination, no consultation with the Service is required (ESA §7). If a proposed Federal action may affect a listed species or designated critical habitat, formal consultation is required except when the Service concurs, in writing, that a proposed action "is not likely to adversely affect" listed species or designated critical habitat [50 CFR §402.02, 50 CFR§402.13].

Other Species and Critical Habitat that May be Present in the Action Area

The IPaC-assisted determination key for the northern long-eared bat and tricolored bat does not apply to the following ESA-protected species and/or critical habitat that also may occur in your Action area:

- Bog Turtle *Glyptemys muhlenbergii* Similarity of Appearance (Threatened)
- Dwarf-flowered Heartleaf *Hexastylis naniflora* Threatened
- Gray Bat *Myotis grisescens* Endangered
- Indiana Bat *Myotis sodalis* Endangered
- Monarch Butterfly *Danaus plexippus* Proposed Threatened
- Rock Gnome Lichen *Gymnoderma lineare* Endangered
- Small Whorled Pogonia *Isotria medeoloides* Threatened

You may coordinate with our Office to determine whether the Action may affect the animal species listed above and, if so, how they may be affected.

Next Steps

If there are no updates on listed species, no further consultation/coordination for this project is required with respect to the species covered by this key. However, the Service recommends that project proponents re-evaluate the Project in IPaC if: 1) the scope, timing, duration, or location of the Project changes (includes any project changes or amendments); 2) new information reveals the Project may impact (positively or negatively) federally listed species or designated critical habitat; or 3) a new species is listed, or critical habitat designated. If any of the above conditions occurs, additional coordination with the Service should take place to ensure compliance with the Act.

If you have any questions regarding this letter or need further assistance, please contact the Asheville Ecological Services Field Office and reference Project Code 2025-0055235 associated with this Project.

Action Description

You provided to IPaC the following name and description for the subject Action.

1. Name

FQD Perimeter Safety Fencing

2. Description

The following description was provided for the project 'FQD Perimeter Safety Fencing':

The Rutherford County Airport Authority proposes to install approximately 11,260 linear feet of perimeter fencing to encompass the areas of the airfield that currently have no fencing and to tie into existing fencing. The fencing will be 10-foot-tall chain link with barbed wire and will include a wildlife skirt. In lieu of a traditional wildlife skirt which requires excavation, drive-in ground fence panels will be installed, which does not require excavation. An approximate 10' wide buffer will be maintained on either side of the fence for maintenance and repair access. The proposed fence has been sited so that no clearing will be required to establish the 10' maintenance buffer on either side.

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@35.43459235,-81.9360139262058,14z>



DETERMINATION KEY RESULT

Based on the information you provided, you have determined that the Proposed Action will have no effect on the species covered by this determination key. Therefore, no consultation with the U.S. Fish and Wildlife Service pursuant to Section 7(a)(2) of the Endangered Species Act of 1973 (87 Stat. 884, as amended 16 U.S.C. 1531 *et seq.*) is required for those species.

QUALIFICATION INTERVIEW

1. Does the proposed project include, or is it reasonably certain to cause, intentional take of listed bats or any other listed species?

Note: Intentional take is defined as take that is the intended result of a project. Intentional take could refer to research, direct species management, surveys, and/or studies that include intentional handling/encountering, harassment, collection, or capturing of any individual of a federally listed threatened, endangered or proposed species?

No

2. Is the action area wholly within Zone 2 of the year-round active area for northern long-eared bat and/or tricolored bat?

Automatically answered

No

3. Does the action area intersect Zone 1 of the year-round active area for northern long-eared bat and/or tricolored bat?

Automatically answered

No

4. Does any component of the action involve leasing, construction or operation of wind turbines? Answer 'yes' if the activities considered are conducted with the intention of gathering survey information to inform the leasing, construction, or operation of wind turbines.

Note: For federal actions, answer 'yes' if the construction or operation of wind power facilities is either (1) part of the federal action or (2) would not occur but for a federal agency action (federal permit, funding, etc.).

No

5. Is the proposed action authorized, permitted, licensed, funded, or being carried out by a Federal agency in whole or in part?

Yes

6. Is the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), or Federal Transit Administration (FTA) funding or authorizing the proposed action, in whole or in part?

No

7. Are you an employee of the federal action agency or have you been officially designated in writing by the agency as its designated non-federal representative for the purposes of Endangered Species Act Section 7 informal consultation per 50 CFR § 402.08?

Note: This key may be used for federal actions and for non-federal actions to facilitate section 7 consultation and to help determine whether an incidental take permit may be needed, respectively. This question is for information purposes only.

No

8. Is the lead federal action agency the Environmental Protection Agency (EPA) or Federal Communications Commission (FCC)? Is the Environmental Protection Agency (EPA) or Federal Communications Commission (FCC) funding or authorizing the proposed action, in whole or in part?

No

9. Is the lead federal action agency the Federal Energy Regulatory Commission (FERC)?

No

10. [Semantic] Is the action area located within 0.5 miles of a known bat hibernaculum?

Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

Automatically answered

No

11. Does the action area contain any winter roosts or caves (or associated sinkholes, fissures, or other karst features), mines, rocky outcroppings, or tunnels that could provide habitat for hibernating bats?

No

12. Does the action area contain (1) talus or (2) anthropogenic or naturally formed rock shelters or crevices in rocky outcrops, rock faces or cliffs?

No

13. Will the action cause effects to a bridge?

Note: Covered bridges should be considered as bridges in this question.

No

14. Will the action result in effects to a culvert or tunnel at any time of year?

No

15. Are trees present within 1000 feet of the action area?

Note: If there are trees within the action area that are of a sufficient size to be potential roosts for bats answer "Yes". If unsure, additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

Yes

16. Does the action include the intentional exclusion of bats from a building or structure?

Note: Exclusion is conducted to deny bats' entry or reentry into a building. To be effective and to avoid harming bats, it should be done according to established standards. If your action includes bat exclusion and you are unsure whether northern long-eared bats or tricolored bats are present, answer "Yes." Answer "No" if there are no signs of bat use in the building/structure. If unsure, contact your local Ecological Services Field Office to help assess whether northern long-eared bats or tricolored bats may be present. Contact a Nuisance Wildlife Control Operator (NWCO) for help in how to exclude bats from a structure safely without causing harm to the bats (to find a NWCO certified in bat standards, search the Internet using the search term "National Wildlife Control Operators Association bats"). Also see the White-Nose Syndrome Response Team's guide for bat control in structures.

No

17. Does the action involve removal, modification, or maintenance of a human-made structure (barn, house, or other building) **known or suspected to contain roosting bats**?

No

18. Will the action cause construction of one or more new roads open to the public?

For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

No

19. Will the action include or cause any construction or other activity that is reasonably certain to increase average daily traffic permanently or temporarily on one or more existing roads?

Note: For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

No

20. Will the action include or cause any construction or other activity that is reasonably certain to increase the number of travel lanes on an existing thoroughfare?

For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

No

21. Will the proposed Action involve the creation of a new water-borne contaminant source (e.g., leachate pond, pits containing chemicals that are not NSF/ANSI 60 compliant)?

Note: For information regarding NSF/ANSI 60 please visit <https://www.nsf.org/knowledge-library/nsf-ansi-standard-60-drinking-water-treatment-chemicals-health-effects>

No

22. Will the proposed action involve the creation of a new point source discharge from a facility other than a water treatment plant or storm water system?

No

23. Will the action include drilling or blasting?

No

24. Will the action involve military training (e.g., smoke operations, obscurant operations, exploding munitions, artillery fire, range use, helicopter or fixed wing aircraft use)?

No

25. Will the proposed action involve the use of herbicides or other pesticides other than herbicides (e.g., fungicides, insecticides, or rodenticides)?

No

26. Will the action include or cause activities that are reasonably certain to cause chronic or intense nighttime noise (above current levels of ambient noise in the area) in suitable summer habitat for the northern long-eared bat or tricolored bat during the active season?

Chronic noise is noise that is continuous or occurs repeatedly again and again for a long time. Sources of chronic or intense noise that could cause adverse effects to bats may include, but are not limited to: road traffic; trains; aircraft; industrial activities; gas compressor stations; loud music; crowds; oil and gas extraction; construction; and mining.

Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

No

27. Does the action include, or is it reasonably certain to cause, the use of permanent or temporary artificial lighting within 1000 feet of suitable northern long-eared bat or tricolored bat roosting habitat?

Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

No

28. Will the action include tree cutting or other means of knocking down or bringing down trees, tree topping, or tree trimming?

No

29. Will the proposed action result in the use of prescribed fire?

Note: If the prescribed fire action includes other activities than application of fire (e.g., tree cutting, fire line preparation) please consider impacts from those activities within the previous representative questions in the key. This set of questions only considers impacts from flame and smoke.

No

30. Does the action area intersect the tricolored bat species list area?

Automatically answered

Yes

31. [Semantic] Is the action area located within 0.25 miles of a culvert that is known to be occupied by northern long-eared or tricolored bats?

Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

Automatically answered

No

32. Has a presence/probable absence bat survey targeting the [tricolored bat and following the Service's Range-wide Indiana Bat and Northern Long-Eared Bat Survey Guidelines](#) been conducted within the project area?

No

33. Is suitable summer habitat for the tricolored bat present within 1000 feet of project activities?
(If unsure, answer ""Yes."")

Note: If there are trees within the action area that may provide potential roosts for tricolored bats (e.g., clusters of leaves in live and dead deciduous trees, Spanish moss (*Tillandsia usneoides*), clusters of dead pine needles of large live pines) answer ""Yes."" For a complete definition of suitable summer habitat for the tricolored bat, please see Appendix A in the [Service's Range-wide Indiana Bat and Northern long-eared Bat Survey Guidelines](#).

Yes

34. Do you have any documents that you want to include with this submission?

No

PROJECT QUESTIONNAIRE

IPAC USER CONTACT INFORMATION

Agency: W.K. Dickson & Co., LLC
Name: Rachael Anderson
Address: 5 Legacy Park Road
Address Line 2: Suite A
City: Greenville
State: SC
Zip: 29607
Email: randerson@wkdickson.com
Phone: 8645658255

LEAD AGENCY CONTACT INFORMATION

Lead Agency: Federal Aviation Administration
Name: Martha Hodge
Email: mmhodge@ncdot.gov
Phone: 9198140585

W.K. Dickson & Co., LLC

**RUTHERFORD COUNTY AIRPORT (FQD)
Work Authorization No.5**

**Perimeter Fencing
Design/Bid and Construction Phase Services
March 12, 2025**

**NPE WBS # TBD
AIG WBS # TBD**

**Contract for Professional Services
Dated January 26, 2022, Expires January 26, 2027**

Project Description

This work authorization includes the design/bid and construction phase services for new Perimeter Fencing at the Rutherford County Airport. The new fencing shall be 10-foot-high with barbed wire and will include a wildlife skirt as recommended by FAA in the USDA APHIS Wildlife Services Site Visit dated March 28, 2023. The new Perimeter Fencing will span approximately 11,000 linear feet, encompassing the areas of the airfield that currently have no fence and will tie into the existing perimeter fence ends. See attached Exhibit #1. The proposed fencing is also shown on the current ALP, approved on December 17, 2018.

The construction of the perimeter fencing is anticipated to be 180 calendar days and will be funded with NPE and AIG funding. It is anticipated that the contractor will complete the punch list items within 14-days of the final inspection. Project closeout will occur after the punch list is completed and is anticipated to be completed within 60-days.

All costs associated with the proposed transactions are eligible and reimbursable to the Owner under NPE/AIG Grants at a ratio of 90% Federal and 10% Local Match. The grants will be created after completion of this work authorization.

Scope of Services

Basic Services

The ENGINEER will provide the general Basic and Special Services listed below and in accordance with Section I & Section II of the General Provisions of the Contract for Professional Services, dated January 26, 2022 (AGREEMENT).

1. **Project Development**: The ENGINEER will provide the following Services:

Rutherford County Airport
Perimeter Fencing (Design/Bid and Construction Phase Services)
Work Authorization No. 5



W.K. Dickson & Co., LLC

- a. Preparation and coordination of work authorization agreement between the OWNER and the ENGINEER to include NCDOA review and concurrence.
 - b. Preparation and submittal of initial grant documents and application forms to include budgets and schedules, coordination of submittal with NCDOA and owner to establish grant set-up for two grants, one for NPE funding, and the second for AIG funding.
2. **Design / Contract Documents:** The ENGINEER will provide the following Services.
- a. Prepare design plans/specifications and contract bid documents for Perimeter Fencing in conformance with current FAA Advisory Circular Guidance. It is anticipated that design drawings will generally consist of the following elements:
 - i. Cover & Index Sheet
 - ii. Construction Safety and Phasing Plan (CSPP)
 - iii. Layout Plan
 - iv. Details
 - v. Specifications
 - b. Prepare Technical Specifications in accordance with AC 150/5370-10H.
 - c. 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.
 - d. Prepare an Engineers report following NCDOA guidance provided, results of preliminary engineering evaluations for the manner that the work will be accomplished; and a project cost estimate based upon the final design.
 - e. Submit 90% drawings, specifications and cost estimate to OWNER and NCDOA for review and approval prior to bidding.
 - f. Prepare final design, contract drawings, specifications and contract documents.
 - g. Prepare and submit Construction Safety and Phasing Plan (CSPP) and required checklist from Appendix C of AC 150/5370-2G to NCDOA for review. ENGINEER will facilitate review process and address review comments to achieve NCDOA concurrence prior to submitting to FAA for 7460 for approval. The 7460 will be submitted and approved prior to construction.

Rutherford County Airport
Perimeter Fencing (Design/Bid and Construction Phase Services)
Work Authorization No. 5



W.K. Dickson & Co., LLC

- h. ENGINEER will submit construction estimate to NCDOA for determination of minority goal once design is complete and prior to developing bid documents and advertisements.
 - i. ENGINEER will perform internal quality review of plans, specifications, and contract documents prior to advertising project.
3. **Bidding Assistance:** The ENGINEER will provide the following formal Bidding services in accordance with FAA/State laws for the Perimeter Fencing bid package:
- a. Assist the Owner with advertising the project. The actual cost of the advertisements in the newspapers shall be paid for by the Owner.
 - b. Conduct a pre-bid conference in accordance with FAA Advisory Circular AC 150/5370-12B. NCDOA staff will be invited to the pre-bid conference with a minimum five business day notice.
 - c. Answer contractor questions and issue addenda, if necessary.
 - d. Assist the OWNER in obtaining bids, preparing bid tabulations, and analysis of bid results and compliance with prequal requirements, and furnishing recommendations in connection with the award of construction contracts.

If upon completion of bid advertisement and the pre-bid meeting additional solicitation and pre-bid meetings are required in order to solicit the minimum number of bidders this may be provided as an additional service.

4. **Construction Administration:** The ENGINEER will conduct the following Construction Administration Services during the 180-calander day contract time:
- a. Preparation and coordination of construction contract between the OWNER and the Contractor to include verifying that all contractors and subs are and remain prequalified. Preparation and distribution of Released for Construction plans. Confirm approval of the 7460 prior to beginning construction.
 - b. Review and validate Contractor's applications for payment and recommend in writing payments to Contractor in such amounts. Preparation of change orders as required. All change orders shall be approved by NCDOA and the OWNER prior to execution.
 - c. Conduct a Pre-Construction Meeting prior to NTP. An invitation will be sent to NCDOA at least 5 business days prior to the meeting.

Rutherford County Airport
 Perimeter Fencing (Design/Bid and Construction Phase Services)
 Work Authorization No. 5



W.K. Dickson & Co., LLC

- d. Conduct bi-weekly progress meetings and site inspections with the Contractor and stake-holders.
 - e. Conduct a Pre-Final inspection, develop Punch List and conduct a Final Inspection of the project for acceptance. The final inspection punch list will be shared with NCDOA as well as any issues discovered during the one-year warranty inspection.
5. **Documented CATEX**: Pursuant to guidance from FAA Order 1050.1F, A Categorical Exclusion (CATEX) will be issued for the project and will be prepared in accordance with FAA Order 1050.1F Environmental Impacts: Policies and Procedures, FAA Order 5050.4, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions and FAA Environmental Desk Reference for Airport Actions.

Review and approval of document will be performed by NCDOA. Documented CATEX will also include the following:

- a. Completion of the ARP SOP 5.1 Appendix A "Documented CATEX" Form and generation of supporting Exhibits and documentation.
- b. Scoping review of the potential resources located within the Area of Potential Effect (APE) preliminarily depicts that no USACE resources are expected to be impacted by this project. Professional Environmental staff will review the APE and determine if the habitat/environment for wetlands or jurisdictional streams are present and will further verify through NWI desk review that no wetlands are present within the project area.
- c. Inter-agency scoping will be conducted to notify agencies of the proposed work and the existing resources within the project area in order scope anticipated impacts of the project. Scoping efforts include notification to the following agencies:
 - i. State Historic Preservation Office
 - ii. US Fish and Wildlife
 - iii. State Environmental Review Clearinghouse
 - iv. United States Army Corps of Engineers
- d. Facilitate NCDOA review and respond to review comments.

Based on existing knowledge of the site, it is not anticipated that environmental determinations, a protected species survey or other formal regulatory agency coordination will be required. These items and any other item not listed above are excluded from this task.

Rutherford County Airport
 Perimeter Fencing (Design/Bid and Construction Phase Services)
 Work Authorization No. 5



W.K. Dickson & Co., LLC

6. **Grant Administration:** The ENGINEER will provide the following Services:
- a. Assist the OWNER with grant document preparation and submittal, complete grant reporting forms & subsequent requests for reimbursement payments, coordinate with NCDOA on behalf of the OWNER. Grant administration tasks will be in accordance with the most current Aviation Checklists on the NCDOA website.
7. **Project Close-Out:** The ENGINEER will provide the following Services:
- a. Assemble, review, coordinate and submit final project documentation to NCDOA in accordance with AV-100.

Deliverables

The ENGINEER will provide the following project deliverables to the OWNER and NCDOT Division of Aviation:

Design / Pre-Construction

- Electronic copies, in PDF and/or AutoCAD format, of drawings and specifications produced under this contract.
- Electronic copies, in PDF, of design plans, specifications, and CSPP with checklist for 90% submittals
- Electronic copies, in PDF, of Engineer's Report
- 7460 submittal and approval
- Sponsor Concurrence
- Non-Collusion Affidavit
- Pre-Bid Conference attendance list and agenda with summary notes
- Bid Tabulation and Recommendation of Contractor Award
- Construction Contract Documents
- Documented CatEx
- Signed NTP for construction from Sponsor to contractor.

Construction

- Progress Meetings minutes & attendance list as they occur
- Partial Waiver of Liens required for retainage reduction.
- Copies of change orders for review and concurrence.

Post-Construction

- All items in Section 4 of the AV-103 checklist

Rutherford County Airport
Perimeter Fencing (Design/Bid and Construction Phase Services)
Work Authorization No. 5



W.K. Dickson & Co., LLC

- Record Drawings
- ALP pen and ink update- In most cases, attaching the 7460 to the ALP is sufficient for the ALP update. Coordinate with APM to determine if a pen and ink update will be required.
- Warranty Inspection Letter- Provided to the sponsor 1 month prior to the end of the warranty period.

Fee Schedule

The above services shall be provided and billed according to the below Fee Schedule.

Basic Service

Project Development	Lump Sum	\$ 7,122
Design / Contract Documents	Lump Sum	\$ 15,574
Bidding Assistance	Lump Sum	\$ 9,359
Construction Administration	Lump Sum	\$ 59,773
Documented CATEX	Lump Sum	\$ 6,765
Grant Administration	Lump Sum	\$ 8,053
Project Close-Out	Lump Sum	\$ 4,536

The total fee of all work and expenses is in the amount of One-Hundred Eleven Thousand, One-Hundred Eighty-Two dollars (**\$111,182**) and is summarized in Attachment 'A'.

Miscellaneous additional work required but not contained in the above scope of services will be paid for in accordance with the current rate schedule at that time and will be subject to prior approval by the OWNER.

All other provisions of the AGREEMENT shall remain in full force and effect and unmodified other than as noted herein.



W.K. Dickson & Co., LLC

OWNER:

**RUTHERFORD COUNTY AIRPORT
AUTHORITY**

ENGINEER:

W.K. DICKSON & CO., LLC

By:

Michael Benfield

Typed Name: Michael Benfield

Title: Chairman

Date: 4-2-2025

By:

Typed Name: Paul Smith

Title: Practice Director

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By:

Paula Roach

Typed Name: Paula Roach

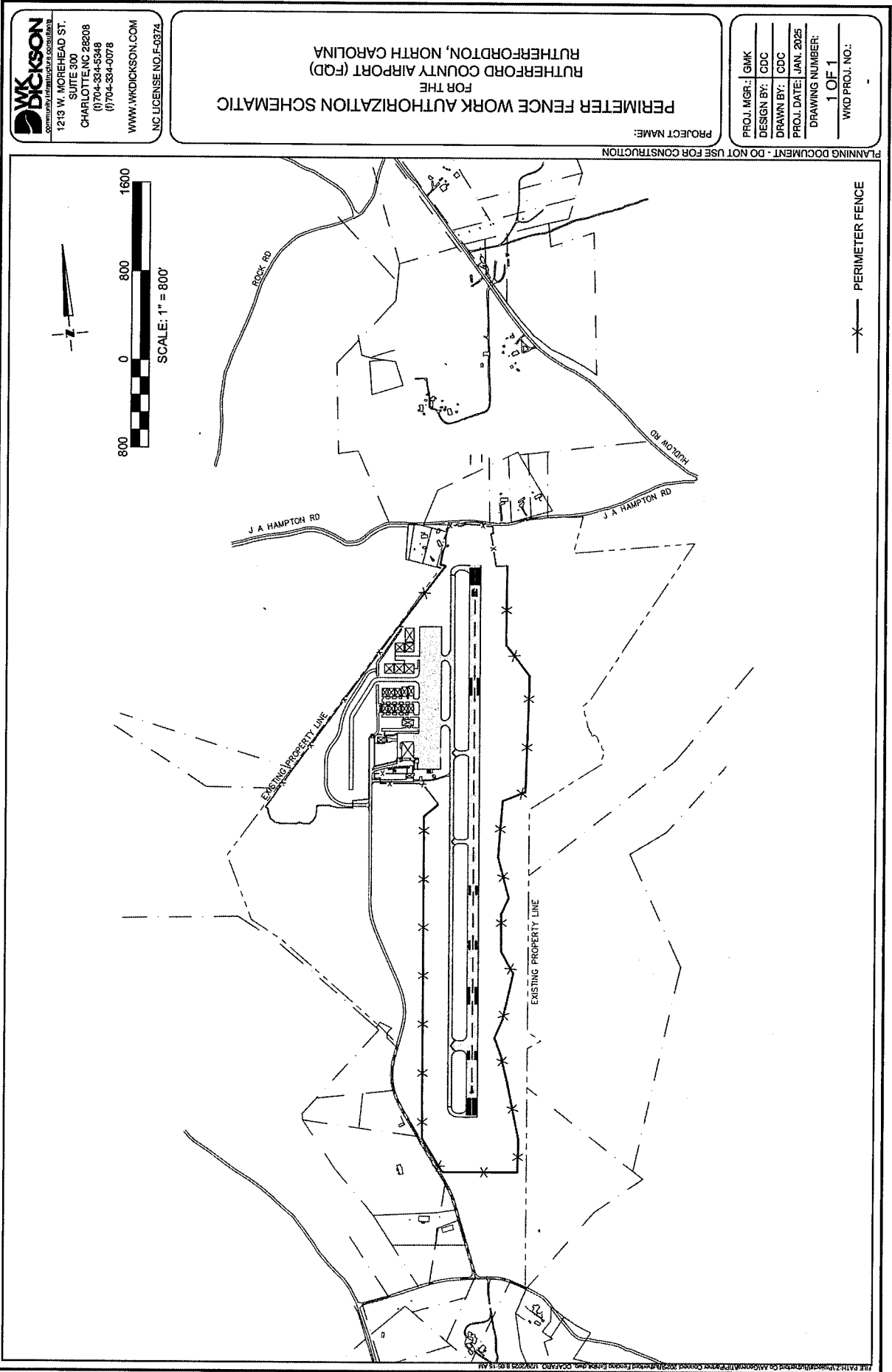
Title: Finance Director

ATTACHMENTS:

- Exhibit #1 – Work Authorization Schematic
- Attachment 'A' - Manhour Summary and Direct Expenses



EXHIBIT NO. 1



PROJECT TITLE: FOD, Perimeter Fencing (Disguised and Construction Phase Services)		DATE PREPARED: 08/12/2025		AVIATION NUMBER:									
PREPARED BY: GNIK		TIP NUMBER:		WBS NUMBER:									
TASK NUMBER	PHASE AND TASK DESCRIPTION	Employee Classifications										SUB-TOTAL	
		Principal	Sr. Project Manager	Project Manager	Sr. Project Engineer	Project Engineer	Project Engineer	Sr. Civil Designer	Civil Designer	Const. Observer	Admin. Manager		
	<u>Basic Services</u>												
	Bidding Assistance												
a	Advertisement			1.00								2.00	3.00
b	Pre-Bid Conference (1 Conference) RFI and Addenda			10.00								2.00	12.00
c	Respond to Questions / Addendums			4.00								2.00	6.00
d	Bid Opening (1 Bid Opening)			8.00								2.00	10.00
d	Bid Tabulations			4.00								4.00	8.00
d	Bid Analysis/Recommendations			6.00								4.00	10.00
	TOTAL HOURS/CATEGORY:	0.00	0.00	33.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00	49.00
	RATES PER HOUR:	\$101.90	\$75.34	\$71.36	\$65.69	\$59.73	\$50.51	\$45.85	\$45.13	\$0.00	\$0.00	\$35.14	
	PAYROLL BURDEN:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$562.24
	TOTAL WORK HOURS:	49.00											
	TOTAL PAYROLL BURDEN:	\$2,913.82											
	GENERAL OVERHEAD @ 182.83 %:	\$5,327.34											
	SUBTOTAL:	\$8,241.16											
	COMPARATIVE FEE @ 11 %:	\$906.53											
	Cost of Capital @ 0.44 %:	\$12.82											
	TOTAL:	\$9,160.51											
	DIRECT EXPENSES:	\$198.32											
	PRIME GRAND TOTAL:	\$9,358.83											
	Sub Consultant TOTAL:	\$0.00											
	GRAND TOTAL:	\$9,358.83											

PROJECT TITLE: FOD, Perimeter Fencing (Design/Build and Construction Phase Services)		DATE PREPARED: 01/17/2025		AVIATION NUMBER:								
PREPARED BY: GNIK		TIP NUMBER:		NBS NUMBER:								
TASK NUMBER	PHASE AND TASK DESCRIPTION	Employee Classifications						SUB-TOTAL				
		Principal	Sr. Project Manager	Project Manager	Project Engineer	Sr. Civil Designer	Civil Designer		Const. Observer	Admin. Manager		
	<u>Basic Services</u>											
	Construction Administration (180 calendar day construction contract)											
a.	Construction Contract Development	2.00	2.00	8.00								18.00
b.	Project Documentation- Pay Applications, Change Orders			49.00								49.00
c.	Pre-Construction Conference			8.00								8.00
d.	Bi-weekly Progress Meetings/Project Coordination			156.00								156.00
e.	Pre-Final & Final Inspection			16.00								16.00
	TOTAL HOURS/CATEGORY:	2.00	2.00	237.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	277.00
	RATES PER HOUR:	\$101.90	\$75.34	\$71.26	\$58.73	\$50.51	\$45.85	\$45.13	\$0.00	\$0.00	\$0.00	\$35.14
	PAYROLL BURDEN:	\$203.80	\$150.68	\$16,886.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,265.04
	TOTAL WORK HOURS:	277.00										
	TOTAL PAYROLL BURDEN:	\$18,508.14										
	GENERAL OVERHEAD @ 182.83 %:	\$33,838.43										
	SUBTOTAL:	\$52,346.57										
	COMPARATIVE FEE @ 1%:	\$5,758.12										
	Cost of Capital @ 0.44 %	\$81.44										
	TOTAL:	\$58,186.13										
	DIRECT EXPENSES:	\$1,586.56										
	PRIME GRAND TOTAL:	\$59,772.69										
	Sub Consultant TOTAL:	\$0.00										
	GRAND TOTAL:	\$59,772.69										

From Expenses Tab



Agenda Summary Sheet

File #: ID 25-4074, **Version:** 1

Meeting Date: May 5, 2025
Hangar 3E Transfer

Summary:

Resolution for transfer of Hangar 3E from Gerald Stimple to Russell Hyde is presented to the Board for consideration.

Budget:

n/a

Contact Information:

Director Devon Raisch

828-287-0800

devon.raisch@rutherfordcountync.gov

Recommended Motion:

Adopt Resolution.

Date: 04/02/2025

To: Rutherford Airport Authority
Address: 110 Marchman Field Drive
Rutherfordton, NC 28139

From: Gerald L. Stimple
Address: 531 Mountain Way
Lake Lure, NC 28746

Subject Hangar Number: 3E

I am writing this letter to inform you of my intent to sell the remainder of my lease on hangar # 3E at the Rutherford County Airport to Russell M. Hyde of 256 Marchman Field Drive, Rutherfordton, NC 28139 for the amount of \$40,000.

Thank you for your consideration and if additional information is needed, you may contact me by phone or email listed below.

Gerald L. Stimple

Signature of Owner:

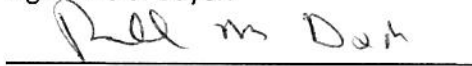
 Date: 4/4/25

Phone: (650) 576-0901

E-mail: skydad26b@aol.com

Russell M. Hyde

Signature of Buyer:

 Date: 4/4/25

Phone: (828) 429-9356

E-mail: planewerks@gmail.com

**A RESOLUTION AUTHORIZING
ASSIGNMENT OF LEASE AGREEMENT**

WHEREAS, the Rutherford Airport Authority ("Airport Authority") entered into a Lease Agreement with G. Donald Greene, dated April 19, 2002, for a term commencing March 15, 2002, and continuing for a period of twenty-five (25) years, for the premises then known as Hangar K, Unit 1; and

WHEREAS, the Airport Authority subsequently entered into a modified and revised Lease Agreement with G. Donald Greene, dated June 15, 2010, which extended the term to a total of forty (40) years, and for the same premises but revised to reflect as **Hangar 3E**; and

WHEREAS, Hangar 3E was the subject of Assignment of Lease Agreement dated August 11, 2010, recorded in Deed Book 1019 at Page 543, Rutherford County Registry, to Mickey B. Cochran; and

WHEREAS, Hangar 3E was the subject of Assignment of Lease Agreement dated August 16, 2013, recorded in Deed Book 1069 at Page 9, Rutherford County Registry, to J. Michael Lynch; and

WHEREAS, Hangar 3E was the subject of Assignment of Lease Agreement dated February 28, 2020, recorded in Book 2031 at Page 1089, Rutherford County Registry, to Steve M. Scala; and

WHEREAS, Hangar 3E was the subject of Assignment of Lease Agreement dated December 29, 2022, recorded in Book 2069 at Page 398, Rutherford County Registry, to Gerald L. Stimple; and

WHEREAS, Section 12 of both the original and subsequent Lease Agreements for Hangar 3E allows Lessee therein to assign the full rights under the said Lease Agreement only upon the written consent of the Airport Authority, and states that such consent shall not be unreasonably withheld, as well as provide for right of first refusal by the Airport Authority to purchase any improvements and buildings built thereon; and

WHEREAS, Gerald L. Stimple now wishes to assign his full rights under the Lease Agreement for Hangar 3E to Russell M. Hyde for the consideration Forty Thousand Dollars (\$40,000.00).

NOW, THEREFORE, BE IT RESOLVED by the Rutherford Airport Authority, that:
The Airport Authority consents and authorizes Gerald L. Stimple to assign his rights under the Lease Agreement for Hangar 3E to Russell M. Hyde contingent upon the execution of a duly binding Assignment of Lease Agreement for Hangar 3E in the general form attached hereto as Exhibit A; and

The Airport Authority chooses not to exercise its right of first refusal to purchase improvements and buildings constructed on the premises of Hangar 3E set forth in the Lease Agreements referenced herein. The waiver of such right of first refusal is effective only as to the specific transaction referenced above and any and all such rights in any Lease Agreement referenced herein are specifically reserved as to all other transactions and parties.

Adopted this 5th day of May, 2025.

Rutherford Airport Authority

Michael J. Benfield, Chairman
Rutherford Airport Authority

Attest:

Kim Aldridge, Secretary
Rutherford Airport Authority

This instrument prepared by Richard P. Williams, Attorney at Law
 County Attorney, Rutherford County, North Carolina
 289 N. Main Street, Rutherfordton, NC 28139

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

ASSIGNMENT OF LEASE AGREEMENTS

Hangar 3E

This Assignment of Lease Agreement is made and entered into this ____ day of _____, 2025, by and between Rutherford Airport Authority (hereinafter referred to as "AIRPORT AUTHORITY"); Gerald L. Stimple, resident of 531 Mountain Way, Lake Lure, NC 28746 (hereinafter referred to as "ASSIGNOR"); and Russell M. Hyde, of 256 Marchman Field, Rutherfordton, NC 28139 (hereinafter referred to as "ASSIGNEE").

WITNESSETH:

ASSIGNOR and AIRPORT AUTHORITY are the current parties to that certain Lease Agreement dated April 19, 2002, and modified by Lease Agreement dated June 15, 2010, each of which may be found of record as exhibits to that instrument recorded in Deed Book 1019 at Page 543, Rutherford County Registry (hereinafter referred to collectively as the "Lease Agreement") concerning **Hangar 3E** at the Rutherford County Airport as shown on **Exhibit A** attached hereto and incorporated herein by reference, and which said Lease Agreement was originally entered into by and between AIRPORT AUTHORITY with G. Donald Greene, as Lessee, and was assigned to Mickey B. Cochran in that certain Assignment of Lease Agreement dated August 11, 2010, recorded in Deed Book 1019 at Page 543, Rutherford County Registry; and which said Lease Agreement was subsequently assigned to J. Michael Lynch in that certain Assignment of Lease Agreement dated August 16, 2013, recorded in Deed Book 1069 at Page 9, Rutherford County Registry; and which said Lease Agreement was subsequently assigned to Steve M. Scala in that certain Assignment of Lease Agreement dated February 28, 2020, recorded in Book 2031 at Page 1089, Rutherford County Registry and which said Lease Agreement was subsequently assigned to ASSIGNOR in that certain Assignment of Lease Agreement dated December 29, 2022, recorded in Book 2069 at Page 389, Rutherford County Registry.

ASSIGNOR, pursuant to Section 12 of the Lease Agreement for **Hangar 4G**, requested permission to assign the Lease Agreements to ASSIGNEE. AIRPORT AUTHORITY has elected

to not exercise its right of first refusal under Section 12 of the Lease Agreement and has consented to the assignment of **Hangar 3E**.

BASED ON THE FOREGOING, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNOR does hereby assign, transfer and convey to ASSIGNEE all right, title and interest in and to the Lease Agreement for **Hangar 3E**, as assigned to ASSIGNOR in Assignment of Lease Agreement dated December 29, 2022, and recorded in Book 2069 at Page 398, Rutherford County Registry, including the improvements constructed upon the premises described in the lease.
2. ASSIGNEE accepts the assignment of the Lease Agreement, **Hangar 3E**, and agrees to be bound by and subject to all the terms and conditions of said Lease Agreement. From and after the date of this Assignment, the ASSIGNEE shall be considered the LESSEE under said Lease Agreement.
3. AIRPORT AUTHORITY does hereby waive and relinquish its right of first refusal to purchase the improvements and buildings constructed on **Hangar 3E** for this particular assignment and transaction.
4. AIRPORT AUTHORITY does consent to the assignment of the Lease Agreement as set forth herein from ASSIGNEE to ASSIGNOR.
5. AIRPORT AUTHORITY reserves its rights of first refusal and prior written consent to any assignment under the Lease Agreement as to any future transactions or parties.
6. Any notices to ASSIGNEE under Section 18 of the Lease Agreement shall, if not hand delivered, be sent by certified or registered mail, return receipt requested, to the ASSIGNEE at the following address:

Russell M. Hyde
256 Marchman Field
Rutherfordton, NC 28139

This Assignment of Lease Agreements shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

In Testimony Whereof, the AIRPORT AUTHORITY has caused these presents to be signed in its name by its Chairman, by order of its Board duly made, and ASSIGNOR and ASSIGNEE have each executed this instrument, under seal, this the day and year first above written.

RUTHERFORD AIRPORT AUTHORITY

BY: _____
Michael J. Benfield, Chairman

STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD

I, _____, Notary Public of the County and State aforesaid, do hereby certify that Michael J. Benfield personally came before me this day and acknowledged that he is the Chairman of Rutherford Airport Authority, and that he being authorized to do so, executed the foregoing instrument on behalf of said entity.

Witness my hand and official stamp or seal, this the _____ day of _____, 2025.

Notary Public
My commission expires: _____

[stamp/seal]

ASSIGNOR

Gerald L. Stimple

STATE OF _____
COUNTY OF _____

I, _____, Notary Public of the County and State aforesaid, do certify that the following person(s) personally appeared before me on the _____ day of _____, 2025, acknowledging to me that he signed the foregoing document:
Gerald L. Stimple

Notary Public
My commission expires: _____

[stamp/seal]

ASSIGNEE

Russell M. Hyde

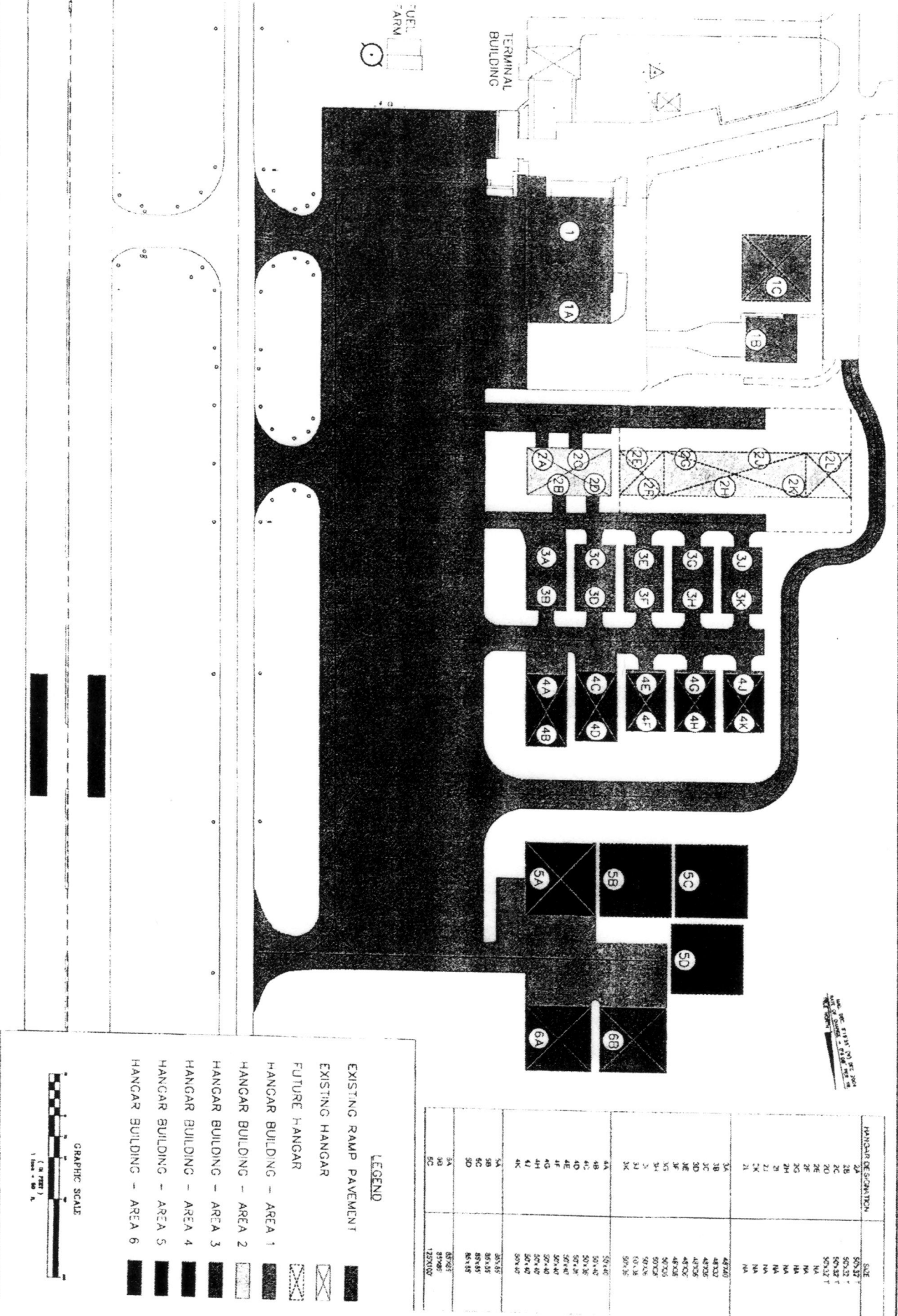
STATE OF _____
COUNTY OF _____

I, _____, Notary Public of the County and State aforesaid, do
certify that the following person(s) personally appeared before me on the _____ day of
_____, 2025, each acknowledging to me that she signed the foregoing document:
Russell M. Hyde

Notary Public
My commission expires: _____

[stamp/seal]

EXHIBIT A



HANGAR DESIGNATION	SIZE
2A	50' x 7'
2B	50' x 7'
2C	50' x 7'
2D	50' x 7'
2E	50' x 7'
2F	NA
2G	NA
2H	NA
2I	NA
2J	NA
2K	NA
2L	NA
2M	NA
2N	NA
2O	NA
2P	NA
2Q	NA
2R	NA
2S	NA
2T	NA
2U	NA
2V	NA
2W	NA
2X	NA
2Y	NA
2Z	NA
3A	NA
3B	NA
3C	NA
3D	NA
3E	NA
3F	NA
3G	NA
3H	NA
3I	NA
3J	NA
3K	NA
3L	NA
3M	NA
3N	NA
3O	NA
3P	NA
3Q	NA
3R	NA
3S	NA
3T	NA
3U	NA
3V	NA
3W	NA
3X	NA
3Y	NA
3Z	NA
4A	57' x 6'
4B	57' x 6'
4C	57' x 6'
4D	57' x 6'
4E	57' x 6'
4F	57' x 6'
4G	57' x 6'
4H	57' x 6'
4I	57' x 6'
4J	57' x 6'
4K	57' x 6'
4L	57' x 6'
4M	57' x 6'
4N	57' x 6'
4O	57' x 6'
4P	57' x 6'
4Q	57' x 6'
4R	57' x 6'
4S	57' x 6'
4T	57' x 6'
4U	57' x 6'
4V	57' x 6'
4W	57' x 6'
4X	57' x 6'
4Y	57' x 6'
4Z	57' x 6'
5A	83' x 5'
5B	83' x 5'
5C	83' x 5'
5D	83' x 5'
5E	83' x 5'
5F	83' x 5'
5G	83' x 5'
5H	83' x 5'
5I	83' x 5'
5J	83' x 5'
5K	83' x 5'
5L	83' x 5'
5M	83' x 5'
5N	83' x 5'
5O	83' x 5'
5P	83' x 5'
5Q	83' x 5'
5R	83' x 5'
5S	83' x 5'
5T	83' x 5'
5U	83' x 5'
5V	83' x 5'
5W	83' x 5'
5X	83' x 5'
5Y	83' x 5'
5Z	83' x 5'
6A	132' x 10'



Agenda Summary Sheet

File #: ID 25-4124, **Version:** 1

Meeting Date: May 5, 2025
Hangar 4G Transfer

Summary:

Resolution for transfer of Hangar 4G from Gerald Stimple to Laura J. Frese is presented to the Board for consideration.

Budget:

n/a

Contact Information:

Director Devon Raisch

828-287-0800

devon.raisch@rutherfordcountync.gov

Recommended Motion:

Adopt Resolution.

Date: 04/02/2025

To: Rutherford Airport Authority
Address: 110 Marchman Field Drive
Rutherfordton, NC 28139

From: Gerald L. Stimple
Address: 531 Mountain Way
Lake Lure, NC 28746

Subject Hangar Number: 4G

I am writing this letter to inform you of my intent to sell the remainder of my lease on hangar # 4G at the Rutherford County Airport to Laura J. Frese of 531 Mountain Way, Lake Lure, NC 28746 for the amount of \$50,000.

Thank you for your consideration and if additional information is needed, you may contact me by phone or email listed below.

Gerald L. Stimple

Signature of Owner:

 Date: 4/4/25

Phone: (650) 576-0901

E-mail: skydad26b@aol.com

Laura J. Frese

Signature of Buyer:

 Date: 4/4/25

Phone: (973) 295-2296

E-mail: Lfrese01@yahoo.com

**A RESOLUTION AUTHORIZING
ASSIGNMENT OF LEASE AGREEMENT**

WHEREAS, the Rutherford Airport Authority ("Airport Authority") entered into a Lease Agreement with Tom Bellino a/k/a Thomas C Bellino, Jr., dated September 14, 2005, for a term commencing September 14, 2005, and continuing until February 1, 2030, for the premises shown as **Hangar 4G**; and

WHEREAS, the Airport Authority subsequently entered into a new Lease Agreement with Tom Bellino a/k/a Thomas C. Bellino, Jr., dated August 8, 2006, which extended the term to a total of forty (40) years commencing September 14, 2005, and for the same premises, **Hangar 4G**; and

WHEREAS, Hangar 4G was the subject of Assignment of Lease Agreement dated February 1, 2009, recorded in Deed Book 1002 at Page 143, Rutherford County Registry, to Triple Vistas, LLC; and

WHEREAS, Hangar 4G was the subject of Assignment of Lease Agreement dated March 16, 2015, recorded in Deed Book 1101 at Page 587, Rutherford County Registry, to Gerald L. Stimple; and

WHEREAS, Section 12 of both the original and subsequent Lease Agreements for Hangar 4G allows Lessee therein to assign the full rights under the said Lease Agreement only upon the written consent of the Airport Authority, and states that such consent shall not be unreasonably withheld, as well as provide for right of first refusal by the Airport Authority to purchase any improvements and buildings built thereon; and

WHEREAS, Gerald L. Stimple now wishes to assign his full rights under the Lease Agreement for Hangar 4G to Laura J. Frese for the consideration Fifty Thousand Dollars (\$50,000.00).

NOW, THEREFORE, BE IT RESOLVED by the Rutherford Airport Authority, that:
The Airport Authority consents and authorizes Gerald L. Stimple to assign his rights under the Lease Agreement for Hangar 4G to Laura J. Frese contingent upon the execution of a duly binding Assignment of Lease Agreement for Hangar 4G in the general form attached hereto as Exhibit A; and

The Airport Authority chooses not to exercise its right of first refusal to purchase improvements and buildings constructed on the premises of Hangar 4G set forth in the Lease Agreements referenced herein. The waiver of such right of first refusal is effective only as to the specific transaction referenced above and any and all such rights in any Lease Agreement referenced herein are specifically reserved as to all other transactions and parties.

Adopted this 5th day of May, 2025.

Rutherford Airport Authority

Michael J. Benfield, Chairman
Rutherford Airport Authority

Attest:

Kim Aldridge, Secretary
Rutherford Airport Authority

This instrument prepared by Richard P. Williams, Attorney at Law
 County Attorney, Rutherford County, North Carolina
 289 N. Main Street, Rutherfordton, NC 28139

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

ASSIGNMENT OF LEASE AGREEMENTS

Hangar 4G

This Assignment of Lease Agreement is made and entered into this ____ day of _____, 2025, by and between Rutherford Airport Authority (hereinafter referred to as "AIRPORT AUTHORITY"); Gerald L. Stimple, resident of 531 Mountain Way, Lake Lure, NC 28746 (hereinafter referred to as "ASSIGNOR"); and Laura J. Frese, a resident of 531 Mountain Way, Lake Lure, NC 28746 (hereinafter referred to as "ASSIGNEE").

WITNESSETH:

ASSIGNOR and AIRPORT AUTHORITY are the current parties to that certain Lease Agreement dated September 14, 2005, and modified by Lease Agreement dated August 8, 2006, each of which may be found of record as exhibits to that instrument recorded in Deed Book 1101 at Page 587, Rutherford County Registry (hereinafter referred to collectively as the "Lease Agreement") concerning **Hangar 4G** at the Rutherford County Airport as shown on **Exhibit A** attached hereto and incorporated herein by reference, and which said Lease Agreement was originally entered into by and between AIRPORT AUTHORITY with Tom Bellino a/k/a Thomas C. Bellino, Jr., as Lessee, and was assigned to Triple Vistas, LLC, a North Carolina limited liability company in that certain Assignment of Lease Agreement dated February 1, 2009, recorded in Deed Book 1002 at Page 143, Rutherford County Registry; and which said Lease Agreement was subsequently assigned to ASSIGNOR in that certain Assignment of Lease Agreement dated March 16, 2015, recorded in Deed Book 1101 at Page 587, Rutherford County Registry.

ASSIGNOR, pursuant to Section 12 of the Lease Agreement for **Hangar 4G**, requested permission to assign the Lease Agreements to ASSIGNEE. AIRPORT AUTHORITY has elected to not exercise its right of first refusal under Section 12 of the Lease Agreement and has consented to the assignment of **Hangar 4G**.

BASED ON THE FOREGOING, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNOR does hereby assign, transfer and convey to ASSIGNEE all right, title and interest in and to the Lease Agreement for **Hangar 4G**, as assigned to ASSIGNOR in Assignment of Lease Agreement dated March 16, 2015, and recorded in Deed Book 1101 at Page 587, Rutherford County Registry, including the improvements constructed upon the premises described in the lease.
2. ASSIGNEE accepts the assignment of the Lease Agreement, **Hangar 4G**, and agrees to be bound by and subject to all the terms and conditions of said Lease Agreement. From and after the date of this Assignment, the ASSIGNEE shall be considered the LESSEE under said Lease Agreement.
3. AIRPORT AUTHORITY does hereby waive and relinquish its right of first refusal to purchase the improvements and buildings constructed on **Hangar 4G** for this particular assignment and transaction.
4. AIRPORT AUTHORITY does consent to the assignment of the Lease Agreement as set forth herein from ASSIGNEE to ASSIGNOR.
5. AIRPORT AUTHORITY reserves its rights of first refusal and prior written consent to any assignment under the Lease Agreement as to any future transactions or parties.
6. Any notices to ASSIGNEE under Section 18 of the Lease Agreement shall, if not hand delivered, be sent by certified or registered mail, return receipt requested, to the ASSIGNEE at the following address:

Laura J. Frese
531 Mountain Way
Lake Lure, NC 28746

This Assignment of Lease Agreements shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

In Testimony Whereof, the AIRPORT AUTHORITY has caused these presents to be signed in its name by its Chairman, by order of its Board duly made, and ASSIGNOR and ASSIGNEE have each executed this instrument, under seal, this the day and year first above written.

RUTHERFORD AIRPORT AUTHORITY

BY: _____
Michael J. Benfield, Chairman

STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD

I, _____, Notary Public of the County and State aforesaid, do hereby certify that Michael J. Benfield personally came before me this day and acknowledged that he is the Chairman of Rutherford Airport Authority, and that he being authorized to do so, executed the foregoing instrument on behalf of said entity.

Witness my hand and official stamp or seal, this the _____ day of _____, 2025.

Notary Public
My commission expires: _____

[stamp/seal]

ASSIGNOR

Gerald L. Stimple

STATE OF _____
COUNTY OF _____

I, _____, Notary Public of the County and State aforesaid, do certify that the following person(s) personally appeared before me on the _____ day of _____, 2025, acknowledging to me that he signed the foregoing document:
Gerald L. Stimple

Notary Public
My commission expires: _____

[stamp/seal]

ASSIGNEE

Laura J. Frese

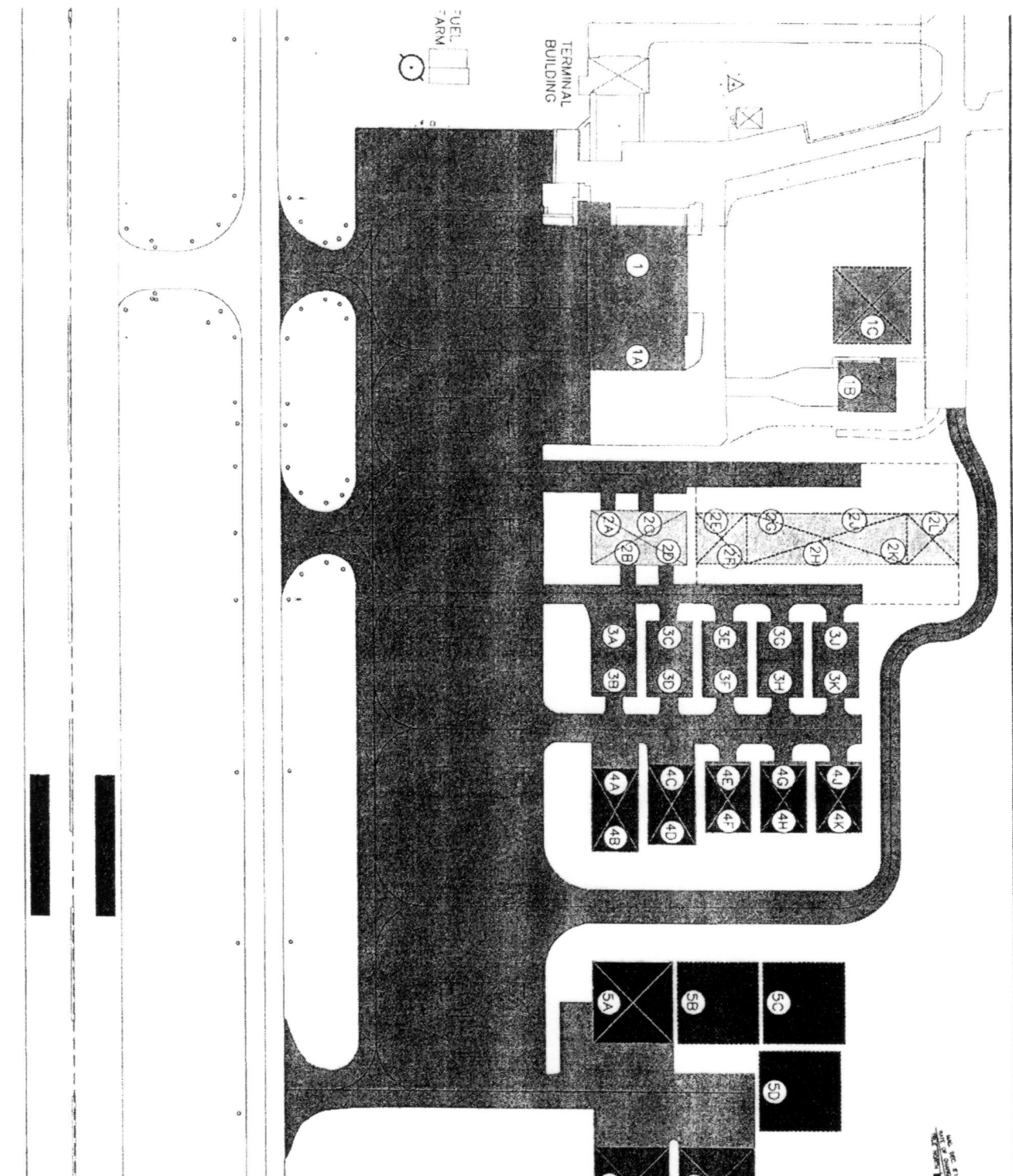
STATE OF _____
COUNTY OF _____

I, _____, Notary Public of the County and State aforesaid, do
certify that the following person(s) personally appeared before me on the _____ day of
_____, 2025, each acknowledging to me that she signed the foregoing document:
Laura J. Frese

Notary Public
My commission expires: _____

[stamp/seal]

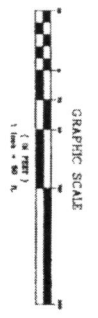
EXHIBIT A



HANGAR DESIGNATION	SIZE
1A	50'-0" x 7'
1B	50'-0" x 7'
1C	50'-0" x 7'
2A	50'-0" x 7'
2B	50'-0" x 7'
2C	50'-0" x 7'
2D	50'-0" x 7'
2E	50'-0" x 7'
2F	50'-0" x 7'
2G	50'-0" x 7'
2H	50'-0" x 7'
2I	50'-0" x 7'
2J	50'-0" x 7'
2K	50'-0" x 7'
2L	50'-0" x 7'
2M	50'-0" x 7'
2N	50'-0" x 7'
2O	50'-0" x 7'
2P	50'-0" x 7'
2Q	50'-0" x 7'
2R	50'-0" x 7'
2S	50'-0" x 7'
2T	50'-0" x 7'
2U	50'-0" x 7'
2V	50'-0" x 7'
2W	50'-0" x 7'
2X	50'-0" x 7'
2Y	50'-0" x 7'
2Z	50'-0" x 7'
3A	50'-0" x 7'
3B	50'-0" x 7'
3C	50'-0" x 7'
3D	50'-0" x 7'
3E	50'-0" x 7'
3F	50'-0" x 7'
3G	50'-0" x 7'
3H	50'-0" x 7'
3I	50'-0" x 7'
3J	50'-0" x 7'
3K	50'-0" x 7'
4A	50'-0" x 7'
4B	50'-0" x 7'
4C	50'-0" x 7'
4D	50'-0" x 7'
4E	50'-0" x 7'
4F	50'-0" x 7'
4G	50'-0" x 7'
4H	50'-0" x 7'
4I	50'-0" x 7'
4J	50'-0" x 7'
4K	50'-0" x 7'
4L	50'-0" x 7'
4M	50'-0" x 7'
4N	50'-0" x 7'
4O	50'-0" x 7'
4P	50'-0" x 7'
4Q	50'-0" x 7'
4R	50'-0" x 7'
4S	50'-0" x 7'
4T	50'-0" x 7'
4U	50'-0" x 7'
4V	50'-0" x 7'
4W	50'-0" x 7'
4X	50'-0" x 7'
4Y	50'-0" x 7'
4Z	50'-0" x 7'
5A	50'-0" x 7'
5B	50'-0" x 7'
5C	50'-0" x 7'
5D	50'-0" x 7'
6A	50'-0" x 7'
6B	50'-0" x 7'

LEGEND

- EXISTING RAMP PAVEMENT
- EXISTING HANGAR
- FUTURE HANGAR
- HANGAR BUILDING - AREA 1
- HANGAR BUILDING - AREA 2
- HANGAR BUILDING - AREA 3
- HANGAR BUILDING - AREA 4
- HANGAR BUILDING - AREA 5
- HANGAR BUILDING - AREA 6



RUTHERFORD COUNTY AIRPORT
RUTHERFORDTON, NORTH CAROLINA

HANGAR BUILDING LAYOUT



Agenda Summary Sheet

File #: ID 25-4090, **Version:** 1

Meeting Date: May 5, 2025

QTpod Subscription Service Agreement

Summary:

The QTpod Subscription Service Agreement is presented to the Board for consideration.

Budget:

n/a

Contact Information:

Airport Director Devon Raisch

Devon.raisch@rutherfordcountync.gov <mailto:Devon.raisch@rutherfordcountync.gov>

828.287.0800

Recommended Motion:

Approve QTpod Subscription Service Agreement and authorize the Airport Authority Chairman and the Airport Attorney to negotiate terms of the Agreement and authorize any necessary Airport officials, including County Manager, Finance Officer, Airport Attorney, Airport Authority Chairman, Airport Director, Clerk to the Airport Authority and other County officials to sign and execute all documents in support of this action.



2605 Trade Centre Ave, Suite B
 Longmont, CO 80503
 888.412.5332 www.QTpod.com

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement ("**Agreement**") is entered into effective as of the 1st of the month following installation of the M4000 ("**Effective Date**"), between QTPOD, LLC, an Oregon limited liability company ("**QTPOD**") and _____ ("**Customer**"). Customer and QTPOD may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

- A. Customer has purchased QTPOD's M4000 Self-Serve Terminal ("**M4000**"), which requires certain subscription services in order to function; and
- B. Customer wishes to procure, and QT wishes to provide, the subscription services described below on the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Term of Agreement.

This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of one (1) years (invoiced annually) from the Effective Date (the "**Initial Term**"), unless terminated sooner in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew for successive one (1) year terms unless either Party gives written notice of its intent not to renew to the other Party at least 90 days before the expiration of the then current term. The Initial Term and any renewal terms shall be collectively referred to as the "**Term.**"

2. License, Services and Fees.

2.1. Subject to the terms and subject to the conditions set forth in this Agreement, QTPOD hereby agrees to provide cloud-based access and grants Customer a limited, non-exclusive, non-transferable license to use its proprietary Siteminder Fuel Management Software, together with database hosting services, software updates, 24/7 technical support, any and all intellectual property, and an optional parts replacement plan (collectively, "**Services**"), during the Term, in exchange for the fees specified in Exhibit 1 ("**Fees**"). The Services will allow Customer to perform fuel management tasks from any computer or tablet with internet connectivity, including: sales transaction detail, account management, fuel inventory management, tax table review, single click invoicing, account detail, basic discounting, schedule assessment, tail/registration number capture, transaction detail log and detailed sales activity review. The Services allow Customer to prepare detailed reports and data is exportable to Microsoft Excel. QTPOD will provide the Services via a web-based service interface application that will be provided, defined and determined by QTPOD.

2.2. Adjustment of Fees. QTPOD shall have the right to adjust the Fees at the start of any renewal term. Should QTPOD intend to adjust the Fees, it shall provide the Customer with notice of the change in Fees at least one hundred and twenty (120) days prior to the expiration of the then current term.

2.3. Documentation. In connection with the Services, QTPOD may provide the Customer with user manuals, handbooks, and guides relating to the Services either electronically or in hard copy form.

Subject to the terms and conditions contained in this Agreement, QTPOD hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.4. Reservation of Rights. QTPOD reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Services.

3. Responsibilities of QTPOD.

3.1 Services. QTPOD shall use reasonable efforts to provide the Services in an uninterrupted, continuous fashion. Customer understands and agrees that QTPOD's systems may be periodically offline or otherwise inoperable in order for QTPOD to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time Services may not be provided. Customer further understands and agrees that from time to time QTPOD's systems may be off line or otherwise inoperable as a result of the failure of equipment or services provided to QTPOD by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic Internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen network or equipment failure, QTPOD will use commercially reasonable efforts to restore the Services in a reasonably prompt fashion.

3.2 Modification. QTPOD may from time to time, in its sole discretion, modify the manner in which it provides Services, and modify its software and systems, all of which may result in a change in the manner in which QTPOD provides the Services, provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

3.3 Support. QTPOD will offer reasonable technical support as set forth in the Support and Service Level Agreement, attached as Exhibit 2.

4. Responsibilities of Customer.

4.1 Format and Internet Connection. Customer will be responsible for delivering and receiving data to and from QTPOD's server(s) in the format required by QTPOD and for supplying functional, industry-standard hardware and adequate internet connectivity, including internet connectivity for the M4000 unit unless a cellular connection is supplied by QTPOD. Customer shall also provide QTPOD with a static IP address or a specific range of static IP addresses.

4.2 Access to M4000. Customer will provide QTPOD with access to the M4000 as may be needed to perform services such as support and software updates, and will otherwise cooperate with QTPOD in the performance of its obligations under this Agreement.

4.3 Confidentiality of End User's Data. QTPOD will provide encrypted data transmission and secure hosting services, but Customer is solely responsible for implementing security measures, procedures, and standards or any other best practices available, to protect the confidentiality of all data stored or transmitted through or stored on Customer's equipment or servers.

4.4 Updates. QTPOD will provide maintenance and upgrades to the Services, but Customer shall provide such access and assistance as may be necessary to accomplish such maintenance or upgrades.

4.5 End User Communications. QTPOD will work collaboratively with Customer to resolve operational or performance issues should they arise, but Customer is responsible for communicating with its customers.

4.6 Proper Use. Customer is responsible for using the Services in the manner instructed by QTPOD and otherwise in the manner intended. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. The software used in connection with the

Services is QTPOD's proprietary software and Customer shall not at any time, directly or indirectly to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

5. Terms of Payment.

Fees shall be paid annually in advance. All fees and other charges stated herein are due and payable within thirty (30) days after the date of QTPOD's invoice.

6. Taxes.

Fees do not include any applicable federal, state, or local excise, sales, use, value-added, and similar taxes and duties arising in connection with the provision of the Services and this Agreement. Customer is solely responsible for paying all such taxes. Customer may receive the Services without such taxes added if Customer provides QTPOD with proper tax exemption certificates.

7. Minimum Technical Specifications.

Unless QTPOD is supplying a cellular connection, Customer shall be responsible for providing industry-standard internet connectivity and one or more computers or tablets in order to utilize the Services.

8. Scope and Limitations.

Customer acknowledges that QTPOD is responsible only for providing Customer with data transmission. QTPOD is not providing any information relating to any credit report, nor should any information provided by QTPOD be used to create or modify any credit report. QTPOD is not responsible for the operation of Customer's web site(s), or the actions or inaction of any third party or entity, including any bank, processor, financial institution or network, telecommunications carrier, third party software developer or ISP.

Notwithstanding anything to the contrary in this Agreement, QTPOD may temporarily suspend Customer's access to any portion or all of the Services if: (i) QTPOD reasonably determines there is a threat or attack on any of the software or Customer's use of the software disrupts or poses a security risk to QTPOD or to any other customer or vendor of QTPOD; or (ii) Customer is using the Services for fraudulent or illegal activity. QTPOD shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. QTPOD shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. QTPOD will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Service Suspension.

9. Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information[, whether orally or in written, electronic, or other form or media/in written or electronic form or media], [that is/and whether or not] marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing,

each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Limited Warranty.

10.1 QTPOD does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit 2. THE FOREGOING WARRANTY DOES NOT APPLY, AND QTPOD STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

10.2 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.1, THE SERVICES ARE PROVIDED "AS IS" AND QTPOD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. QTPOD SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. QTPOD MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11. Indemnification.

11.1 Customer Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless QTPOD, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to Customer's misuse of the Services, data breaches within the Customer's network, or Customer's misconduct or negligence.

11.2 QTPOD Indemnity. QTPOD shall indemnify, defend and hold harmless Customer, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to claims that the Services infringe or misappropriate any intellectual property right. In the event of such a claim, or if QTPOD reasonably believes that the Service is likely to become the subject of such a claim, then QTPOD shall, at its expense: (a) obtain for Customer the right to continue using such Service; (b) replace or modify the Service so that it does not infringe upon or misappropriate such intellectual property right and maintains substantially similar functionality and performance; or, (c) in the event that QTPOD is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, QTPOD shall terminate this Agreement promptly reimburse to Customer any prepaid Fees for which Subscription Service have not been rendered or provided.

12. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY, NOR WILL ANY OF A PARTY'S MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR ITS OR ANY OF THEIR CONDUCT OR PERFORMANCE UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH DEFECTIVE PRODUCTS, EVEN IF SUCH AMOUNTS ARE OR SHOULD HAVE BEEN REASONABLY FORESEEABLE TO A PARTY OR A PARTY IS OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. IF, DESPITE THE FOREGOING PROVISIONS, LIABILITY IS NEVERTHELESS IMPOSED ON A PARTY OR ON ANY OF ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, EXCEPT AS EXPRESSLY PROVIDED, WHATEVER THE REASON FOR SUCH IMPOSITION OF LIABILITY (INCLUDING THE CLAIMED INVALIDITY OF ANY EXCLUSION OF LIABILITY HEREUNDER), IN NO EVENT WILL THE AGGREGATE LIABILITY OF A PARTY AND ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS AND ASSIGNS UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PRICE PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS, REGARDLESS OF THE NUMBER OF CLAIMS. THE SERVICE CREDITS SET FORTH IN EXHIBIT 2 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR QTPOD'S FAILURE TO MAINTAIN THE REQUIRED UPTIME PERCENTAGE.

13. Cardholder and Transaction Information.

QTPOD shall handle all Cardholder Information (as defined below) under this Agreement in compliance, with all applicable laws, regulations, ordinances, rules, and orders of governmental authorities having jurisdiction (collectively, the "**Requirements**"). Customer shall also conduct all of its own activities in compliance with the Requirements. Neither Party shall sell, transfer, disclose to any unauthorized person, or use the Cardholder Information except: (a) to provide authorized services related to payment transaction processing, settlement, and funding; (b) to provide fraud control and loyalty services; (c) to cooperate with law enforcement investigations, to comply with legally executed subpoenas, or as specifically required by law; or (d) for other uses authorized by the Party providing the Cardholder Information in writing.

14. Excused Non-Performance.

QTPOD will not have any liability or responsibility for any delay in or failure to perform under this Agreement as a result of circumstances beyond QTPOD's reasonable control, and all such delay and failure is hereby excused by Customer. Such excusing circumstances (a "**Force Majeure**") include: shortages of materials; acts of God; fire; flood; war; embargo; labor trouble; failure or delay by third parties; cyber-attacks; riots; and laws, rules, regulations and orders of any governmental authority. If any material delay or material inability to perform continues for more than ninety (90) days, Customer may, as its sole and exclusive remedy, terminate this Agreement upon seven (7) days written notice to QTPOD.

15. Default and Early Termination.

If Customer defaults in performance of any material obligation under this Agreement, QTPOD may terminate this Agreement, provided that QTPOD shall have given written notice of such default to Customer and Customer shall have failed to cure such default to QTPOD's reasonable satisfaction within thirty (30) days after QTPOD provides such written notice. Customer agrees that Customer's failure to timely pay any invoiced fees, costs or expenses when due will constitute a material breach hereunder and, notwithstanding the foregoing provisions of this paragraph, in such event QTPOD may immediately terminate this Agreement. Each Party will have the right to terminate this Agreement upon the other Party's cessation of business, election to dissolve, insolvency, commission of an act of bankruptcy, general assignment for the benefit of creditors or the filing of any petition in bankruptcy or for relief under the

provisions of the bankruptcy laws, or the failure to have discharged within sixty (60) days the filing of any petition in bankruptcy or for the relief under the provisions of the bankruptcy laws against the Party. The rights granted hereunder are not exclusive but are cumulative with any other rights or remedies a Party may have.

16. Miscellaneous Provisions.

16.1. Independent Contractor. Neither Party nor its employees are joint venturers, partners, agents, or employees of the other Party. Neither Party is authorized to represent, obligate, or bind the other. Nothing in this Agreement shall be construed as giving either Party any right to exercise any control over the other Party’s operations or over the manner and method by which such Party conducts its operations. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

16.2. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service, by email, or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, notice given by email shall be deemed effective at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed, and notice mailed shall be deemed effective on the fourth business day following its placement in the mail addressed to the addressee.

Address for Notice:

QTPOD, LLC
2605 Trade Centre Ave., Ste. B
Longmont, CO 80503

Attention: _____

Email: _____

Address for Notice:

Attention: _____

Email: _____

16.3 Survival. All provisions related to confidentiality, indemnity, limitation of liability and each other provision of this Agreement that by its nature extends beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated.

16.4 Assignment. Subscriber may not assign any of its rights, interests or duties under this Agreement without the prior written consent of QTPOD, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, QTPOD may assign this Agreement to any successor or assignee of the rights underlying the Services (for example, the purchaser of the intellectual property rights required for the lawful provision of the Services).

16.5 Succession. This Agreement will bind and inure to the benefit of each Party and its permitted successors, assigns, and delegates.

16.6 Governing Law; Jurisdiction and Venue. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Colorado, without reference to its conflicts of law principles. **The Uniform Computer Information Transactions Act will not apply to the interpretation or enforcement of this Agreement.** Each Party irrevocably consents to the jurisdiction of the state and federal courts located in the State of Colorado, in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum.

16.7 Waiver. A Party’s delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party’s waiver of any right granted under this Agreement on one occasion will not: (a) waive any other right; (b)

constitute a continuing waiver; or (c) waive that right on any other occasion.

16.8 Amendments. This agreement may be amended only by a written instrument signed by both Parties, which writing must refer to this Agreement.

16.9 Rules of Construction and Interpretation. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys, therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. The words “includes” and “including” are not limited in any way and mean “including without limitation.” The word “or” is not exclusive and includes “and/or.” The word “will” is a synonym for the word “shall.” Reference to a “person” includes an individual, a corporation, a limited liability company, an association, a governmental body or any other entity.

16.10 Counterparts and Delivery. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

16.11 Entire Agreement. This Agreement, and its attached exhibits constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, or agreements between the Parties as to the subject matter hereof.

Executed by the undersigned authorized representatives of the Parties effective as of the Agreement Effective Date.

QTPOD, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit 1

Fees

1. Fee Plans

The following Fee Plans are available. Please select one.

- Base Plan—\$1195 per unit, per year, \$4780 for five years if prepaid**
Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates
- Premium Plan—\$1,995 per unit, per year (Post-Warranty)**
Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates and post-warranty parts replacement

2. Cellular Option

- The Services may be accessed through a cellular plan established by QTPOD at a cost of \$480 per unit, per year

3. Premium Plan Parts Replacement Terms and Conditions

The terms and conditions of the parts replacement benefit included in the Premium Plan are as follows:

After the expiration of the M4000 product warranty, QTPOD will replace (at its option) malfunctioning components of the M4000 unit, using either new or rebuilt parts or components (at QTPOD's option) at no charge to charge Customer ("**Parts Replacement**"). The M4000 is designed so that most of its parts may be replaced by Customer, utilizing the instructions provided by QTPOD. In rare instances, a qualified technician may be required. For avoidance of doubt, Customer shall be liable for all onsite technician costs. QTPOD will provide remote technical assistance relating to parts replacement, but Customer shall be responsible for the installation of all replacement components and shall bear all associated costs and expenses. Customer shall return all failed components to QT.

Parts Replacement is only available if the unit is installed by QTPOD, a certified service company or an individual approved by QTPOD. Upon request, QTPOD may provide a list of qualified service companies or technicians, but in no event will QTPOD be responsible for any act or omission of such service company or technician. To maintain eligibility for Parts Replacement, Customer must ensure that QTPOD's Post Installation Checklist is completed and provided to QTPOD for the installation of the unit. Each checklist must be signed by a qualified technician or other individual approved by QTPOD. Parts Replacement does not cover components damaged due to acts of God, lightning strikes or related damage, accident, misuse, abuse, negligence, modification of or to any part of the terminal or software, or damage due to improper operation, maintenance, or installation. Parts Replacement does not apply to non-QTPOD equipment, including but not limited to computers, fuel dispensers, fuel pumps, meters, registers, pulsers or valves, or any repair or replacement caused by credit card network processing changes or Branded Oil Company changes. Relays are not covered by Parts Replacement if they fail due to excess current draw from devices external to QTPOD equipment. Notwithstanding the foregoing, lightning damage may be covered (at QT's option) if the terminal is equipped with QTPOD surge protection equipment.

Exhibit 2

Support and Service Level Agreement

1. Technical Support Regarding Services

Business Hours Support. QTPOD will provide Customer with reasonable telephone technical support Monday through Friday from 7:30 a.m. to 5:30 p.m. Mountain Time, excluding holidays.

24/7 Support. QTPOD will provide Customer with reasonable technical support after-hours and on holidays on an on-call basis. QTPOD will make every effort to respond to Customer within one hour of the initial call for service. After-hours support is intended for emergency situations in which Customer is unable to pump fuel.

2. Service Level Objectives

QTPOD agrees that the monthly availability of the Services shall be equal to or greater than 99.7%, excluding any excused performance as set forth below or in the Agreement (“**Uptime Percentage**”). The Uptime Percentage shall be calculated by comparing the total number of minutes in a thirty-day period (43,200) with the number of minutes of Downtime in any thirty-day period. For purposes of this Agreement, “**Downtime**” includes any period of time that Customer is unable to process normal transactions as a result of the failure of the Services. Downtime does not include unavailability of the Services for any of the following reasons: general internet failure; QTPOD scheduled maintenance or other planned outages; problems with or maintenance occurring on the Customer’s applications, equipment or facilities; alterations, additions, adjustments, or repairs that are made by Customer to hardware; acts or omissions of Customer or its authorized user; or performance that is excused under the terms of the Agreement (including excused performance under Section 3.1, Section 8, and Section 13 of the Agreement).



Agenda Summary Sheet

File #: ID 25-4149, **Version:** 1

Meeting Date: May 05, 2025

Requested Budget 2025-2026

Summary:

The 2025-2026 budget is presented to the Board for consideration.

Budget:

n/a

Contact Information:

Devon Raisch
Airport Manager
828-287-0800
devon.raisch@rutherfordcountync.gov

Recommended Motion:

Motion to approve requested budget for 2025-2026 to be submitted to the Board of Commissioners for their consideration.

RUTHERFORD COUNTY
 FY2025-2026 RECOMMENDED BUDGET
 Report dates 07/01/2024 - thru - 06/30/2025

ACCOUNT #	ACCOUNT DESCRIPTION	Actual FY22	ACTUAL FY23	ACTUAL FY24	ORIGINAL BUDGET FY25	AMENDED BUDGET AS OF 03/31/2025	ACTUAL/ ENCUMBERED AS OF 03/31/2025	ESTIMATED 07/01/2024 TO 06/30/2025	BUDGET REQUEST 07/01/2025 TO 06/30/2026	RECOMMENDED BUDGET 07/01/2025 TO 06/30/2026
13-3414-820-01-000	SALE OF COUNTY PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00	25,000.00

	SALE CO PROPERTY/OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00	25,000.00

RUTHERFORD COUNTY
 FY2025-2026 RECOMMENDED BUDGET
 Report dates 07/01/2024 - thru - 06/30/2025

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13-3451-331-27-335	FY18-19 VISION 100 Grant	-63,968.00	-58,081.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-3451-331-28-343	FY19-20 VISION 100 GRANT	-16,077.00	-74,588.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-3451-331-29-420	FY20-21 VISION 100 GRANT	0.00	-150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-3451-331-30-421	FY21-22 Vision 100 Grant	0.00	-777.00	-60,177.00	0.00	0.00	1,338.00	0.00	0.00	0.00
13-3451-331-31-432	FY22-23 Vision 100 Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-3451-331-32-442	FY23-24 Vision 100 Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-3451-331-33-440	FY23 Airport Lighting Projec	0.00	-13,086.00	-761,460.00	0.00	0.00	39,669.00	0.00	0.00	0.00
13-3451-331-34-453	FY24-25 Vision 100 Grant	0.00	0.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.00	0.00
13-3451-331-35-455	FY25-26 Vision 100 Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	150,000.00
13-3451-333-31-429	FQD2021 - Infrastructure Bil	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-3451-333-32-433	FY22-23 Infrastructure Grt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-3451-333-33-443	FY23-24 Infrastructure Grt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-3451-333-34-454	FY24-25 Infrastructure Grt	0.00	0.00	0.00	295,000.00	295,000.00	0.00	295,000.00	0.00	0.00
13-3451-333-35-456	FY25-26 Infrastructure Grt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	295,000.00	295,000.00

Airport Grants		-80,045.00	-296,532.00	-821,637.00	445,000.00	445,000.00	41,007.00	445,000.00	445,000.00	445,000.00

RUTHERFORD COUNTY
FY2025-2026 RECOMMENDED BUDGET
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RUTHERFORD COUNTY
 FY2025-2026 RECOMMENDED BUDGET
 Report dates 07/01/2024 - thru - 06/30/2025

ACCOUNT #	ACCOUNT DESCRIPTION	Actual FY22	ACTUAL FY23	ACTUAL FY24	ORIGINAL BUDGET FY25	AMENDED BUDGET AS OF 03/31/2025	ACTUAL/ ENCUMBERED AS OF 03/31/2025	ESTIMATED 07/01/2024 TO 06/30/2025	BUDGET REQUEST 07/01/2025 TO 06/30/2026	RECOMMENDED BUDGET 07/01/2025 TO 06/30/2026
13-3453-410-00-000	AIRPORT DONATIONS	0.00	0.00	0.00	0.00	500.00	0.00	500.00	0.00	0.00
13-3453-410-01-000	AIRPORT FUEL SALES	-470,854.02	-564,908.33	-566,454.61	550,000.00	715,000.00	-578,605.84	695,000.00	550,000.00	550,000.00
13-3453-800-00-000	AIRPORT MISCELLANEOUS REVENU	-7,161.00	-6,858.00	-6,911.55	7,000.00	7,000.00	-7,760.00	7,000.00	7,000.00	7,000.00

AIRPORT		-478,015.02	-571,766.33	-573,366.16	557,000.00	722,500.00	-586,365.84	702,500.00	557,000.00	557,000.00

RUTHERFORD COUNTY
 FY2025-2026 RECOMMENDED BUDGET
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13-3834-800-01-000	RENTS-AIRPORT	-41,317.23	-39,933.02	-40,887.79	40,000.00	40,000.00	-24,482.73	40,000.00	40,000.00	40,000.00

	MISCELLANEOUS REVENUE RENTS	-41,317.23	-39,933.02	-40,887.79	40,000.00	40,000.00	-24,482.73	40,000.00	40,000.00	40,000.00

RUTHERFORD COUNTY
 FY2025-2026 RECOMMENDED BUDGET
 Report dates 07/01/2024 - thru - 06/30/2025

ACCOUNT #	ACCOUNT DESCRIPTION	Actual FY22	ACTUAL FY23	ACTUAL FY24	ORIGINAL BUDGET FY25	AMENDED	ACTUAL/	ESTIMATED	BUDGET	RECOMMENDED
						BUDGET AS OF 03/31/2025	ENCUMBERED AS OF 03/31/2025		REQUEST 07/01/2024 TO 06/30/2025	BUDGET 07/01/2025 TO 06/30/2026
13-3839-850-00-000	INSURANCE CLAIMS & DIVIDENDS	-5,700.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	OTHER MISCELLANEOUS REVENUE	-5,700.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

RUTHERFORD COUNTY
 FY2025-2026 RECOMMENDED BUDGET
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ACCOUNT #	ACCOUNT DESCRIPTION	Actual FY22	ACTUAL FY23	ACTUAL FY24	ORIGINAL BUDGET FY25	AMENDED BUDGET AS OF 03/31/2025	ACTUAL/ ENCUMBERED AS OF 03/31/2025	ESTIMATED 07/01/2024 TO 06/30/2025	BUDGET REQUEST 07/01/2025 TO 06/30/2026	RECOMMENDED BUDGET 07/01/2025 TO 06/30/2026
13-3900-001-00-000	LEASE INTEREST INCOME	-2,408.77	-2,522.00	-2,512.00	0.00	0.00	0.00	0.00	0.00	0.00

	PROCEEDS OF CAPITALIZED LEASE	-2,408.77	-2,522.00	-2,512.00	0.00	0.00	0.00	0.00	0.00	0.00

RUTHERFORD COUNTY
 FY2025-2026 RECOMMENDED BUDGET
 Report dates 07/01/2024 - thru - 06/30/2025

ACCOUNT #	ACCOUNT DESCRIPTION	Actual FY22	ACTUAL FY23	ACTUAL FY24	ORIGINAL BUDGET FY25	AMENDED	ACTUAL/	ESTIMATED	BUDGET	RECOMMENDED
						BUDGET	ENCUMBERED		REQUEST	BUDGET
						AS OF	AS OF	07/01/2024 TO	07/01/2025 TO	07/01/2025 TO
						03/31/2025	03/31/2025	06/30/2025	06/30/2026	06/30/2026
13-3980-980-10-000	CONTRIBUTION FROM GENERAL FU	-104,178.42	-114,728.00	-77,116.07	207,165.00	207,165.00	0.00	207,165.00	242,498.00	242,174.00
13-3980-980-22-000	CONTR GEN FD - GRANT MATCH	-49,445.00	-92,445.00	-49,445.00	49,445.00	49,445.00	0.00	49,445.00	49,445.00	49,445.00

	TRANSFERS FROM OTHER FUNDS	-153,623.42	-207,173.00	-126,561.07	256,610.00	256,610.00	0.00	256,610.00	291,943.00	291,619.00

RUTHERFORD COUNTY
 FY2025-2026 RECOMMENDED BUDGET
 Report dates 07/01/2024 - thru - 06/30/2025

ACCOUNT #	ACCOUNT DESCRIPTION	Actual FY22	ACTUAL FY23	ACTUAL FY24	ORIGINAL BUDGET FY25	AMENDED	ACTUAL/	ESTIMATED	BUDGET	RECOMMENDED
						BUDGET AS OF 03/31/2025	ENCUMBERED AS OF 03/31/2025		REQUEST 07/01/2024 TO 06/30/2025	BUDGET 07/01/2025 TO 06/30/2026
13-3991-991-00-000	FUND BALANCE APPROPRIATED	0.00	0.00	0.00	0.00	103,110.00	0.00	0.00	0.00	0.00
13-3991-991-01-000	FUND BALANCE APPR - GRANT MA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	FUND BALANCE APPROPRIATED	0.00	0.00	0.00	0.00	103,110.00	0.00	0.00	0.00	0.00

RUTHERFORD COUNTY
 FY2025-2026 RECOMMENDED BUDGET
 Report dates 07/01/2024 - thru - 06/30/2025

ACCOUNT #	ACCOUNT DESCRIPTION	Actual FY22	ACTUAL FY23	ACTUAL FY24	ORIGINAL BUDGET FY25	AMENDED BUDGET AS OF 03/31/2025	ACTUAL/ ENCUMBERED AS OF 03/31/2025	ESTIMATED 06/30/2025	BUDGET REQUEST 07/01/2025 TO 06/30/2026	RECOMMENDED BUDGET 07/01/2025 TO 06/30/2026

TOTAL Revenue		-761,109.71	-1,117,926.35	-1,564,964.02	1,298,610.00	1,567,220.00	-569,841.57	1,444,110.00	1,358,943.00	1,358,619.00
=====										
13-4530-121-00-000	AIRPORT SALARIES REGULAR	89,868.23	95,038.61	97,423.99	96,619.00	96,619.00	68,221.14	98,985.00	100,575.00	100,575.00
13-4530-121-02-000	NEW POSITION - SERVICE TECHN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,722.00	56,502.00
13-4530-122-00-000	AIRPORT SALARIES OVERTIME	0.00	0.00	0.00	0.00	0.00	6,703.37	6,704.00	0.00	0.00
13-4530-126-00-000	SALARIES PART-TIME	23,593.55	22,479.14	26,328.64	27,486.00	41,420.00	13,979.19	19,979.00	28,593.00	14,296.00
13-4530-126-01-000	NEW POSITION - PART TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,390.00	0.00
13-4530-181-00-000	F I C A	6,573.38	7,011.92	7,008.92	7,695.00	8,559.00	4,843.91	7,791.00	8,008.00	7,122.00
13-4530-181-01-000	MEDICARE FICA	1,537.34	1,639.85	1,639.18	1,800.00	2,002.00	1,132.88	1,822.00	1,873.00	1,666.00
13-4530-182-00-000	RETIREMENT	15,718.06	17,984.65	19,308.09	26,248.00	26,248.00	15,253.39	21,814.00	21,865.00	21,865.00
13-4530-182-01-000	NC RETIREMENT 401K	3,875.41	4,718.37	4,810.23	4,831.00	4,831.00	3,695.17	5,284.00	5,029.00	5,029.00
13-4530-183-00-000	HEALTH AND LIFE INSURANCE	15,143.41	14,017.10	15,892.20	17,384.00	17,384.00	12,725.85	16,968.00	18,127.00	17,803.00
13-4530-186-00-000	WORKERS COMPENSATION	4,315.00	4,795.00	3,601.00	4,586.00	4,586.00	3,456.00	3,456.00	3,800.00	3,800.00
13-4530-189-01-000	OTHER FRINGE BENEFITS	0.00	0.00	30.00	0.00	0.00	45.00	0.00	0.00	0.00

RUTHERFORD COUNTY
 FY2025-2026 RECOMMENDED BUDGET
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13-4530-192-00-000	PROFESSIONAL SERVICES LEGAL	8,677.50	3,495.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4530-192-01-000	PROFESSIONAL SERVICES OTHER	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4530-251-00-000	FUEL	1,195.02	1,406.54	1,241.27	1,800.00	1,800.00	691.23	1,800.00	1,800.00	1,800.00
13-4530-251-01-000	AV FUEL PURCHASES	342,674.30	424,205.15	386,643.58	450,000.00	600,000.00	338,184.73	530,000.00	450,000.00	450,000.00
13-4530-260-00-000	AIRPORT SUPPLIES	1,696.11	1,510.31	2,489.25	3,500.00	4,000.00	885.69	4,000.00	4,000.00	4,000.00
13-4530-299-00-000	PUBLIC RELATIONS	0.00	484.00	0.00	1,500.00	1,500.00	0.00	1,500.00	1,000.00	1,000.00
13-4530-311-00-000	TRAVEL/EXPENSE REIMBURSEMENT	1,134.20	863.26	677.79	1,682.00	1,682.00	818.17	1,682.00	1,682.00	1,682.00
13-4530-321-00-000	TELEPHONE	6,060.78	2,741.83	2,942.90	3,500.00	3,500.00	2,061.47	3,500.00	3,500.00	3,500.00
13-4530-325-00-000	POSTAGE	0.00	0.00	27.20	75.00	75.00	0.00	75.00	75.00	75.00
13-4530-331-00-000	UTILITIES SEWER WATER ELECTR	7,125.42	7,024.78	8,573.88	7,000.00	7,000.00	5,345.66	7,000.00	7,000.00	7,000.00
13-4530-351-00-000	REPAIRS & MAINT AIRPORT	14,999.49	9,420.79	7,945.37	18,000.00	31,326.00	12,452.74	31,326.00	18,000.00	18,000.00
13-4530-352-00-000	MAINTENANCE TO EQUIPMENT	5,395.61	7,420.72	35,063.95	10,221.00	10,221.00	10,239.64	10,221.00	10,221.00	10,221.00
13-4530-352-01-000	Equip Maintenance Reserve	0.00	0.00	0.00	1,280.00	1,280.00	0.00	1,280.00	1,280.00	1,280.00
13-4530-353-00-000	MAINTENANCE TO VEHICLES	549.78	401.43	1,800.42	1,000.00	1,000.00	665.25	1,000.00	1,000.00	1,000.00
13-4530-370-00-000	ADVERTISING	597.80	957.52	349.00	800.00	1,100.00	1,061.62	1,100.00	800.00	800.00
13-4530-380-00-000	AIRPORT SOFTWARE	866.25	945.00	2,745.00	4,000.00	4,000.00	4,190.00	4,000.00	4,000.00	4,000.00
13-4530-440-00-000	SERVICE & MAINTENANCE CONTRA	26,200.00	26,800.00	26,800.00	50,000.00	50,000.00	26,800.00	50,000.00	50,000.00	50,000.00

RUTHERFORD COUNTY
 FY2025-2026 RECOMMENDED BUDGET
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13-4530-451-00-000	PROPERTY/OPERATIONS INSURANC	7,077.00	7,077.00	7,077.00	7,500.00	7,500.00	7,077.00	7,077.00	7,500.00	7,500.00
13-4530-453-00-000	INSURANCE BONDING	0.00	158.00	158.00	158.00	158.00	158.00	158.00	158.00	158.00
13-4530-491-00-000	DUES & SUBSCRIPTION	140.00	140.00	198.18	500.00	500.00	195.00	500.00	500.00	500.00
13-4530-510-00-000	AIRPORT CAPITAL OUTLAY EQUIP	0.00	0.00	568.90	0.00	0.00	0.00	0.00	0.00	0.00
13-4530-540-00-000	AIRPORT FUEL TRUCK	0.00	0.00	60,000.00	0.00	60,000.00	55,000.00	60,000.00	0.00	0.00
13-4530-580-00-000	AIRPORT CAPITAL FACILITY IMP	5,866.35	15,914.88	2,395.15	13,000.00	42,484.00	549.54	42,484.00	20,000.00	20,000.00
13-4530-980-00-000	GENERAL FUND INDIRECT COSTS	10,000.00	25,000.00	42,000.00	42,000.00	42,000.00	0.00	42,000.00	53,000.00	53,000.00
13-4530-980-16-000	SAN SERVER UPGRADE ALLOCATIO	1,339.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4530-980-80-903	Trsf to CRF Fd - Eligible Ex	-82,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

AIRPORT		525,219.07	703,650.85	765,739.09	804,165.00	1,072,775.00	596,431.64	983,506.00	864,498.00	864,174.00

RUTHERFORD COUNTY
 FY2025-2026 RECOMMENDED BUDGET
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13-4531-580-27-335	FY18-19 VISION 100 EXPENSES	88,939.82	93,343.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4531-580-28-343	FY19-20 VISION 100 GRANT	0.00	100,741.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4531-580-29-420	FY20-21 VISION 100 GRANT	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4531-580-30-421	FY21-22 Vision 100 Grant	0.00	776.12	60,177.28	0.00	0.00	6,526.56	0.00	0.00	0.00
13-4531-580-31-429	FQD2021 - Infrastructure Bil	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4531-580-31-432	FY22-23 Vision 100 Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4531-580-32-433	FY22-23 Infrastructure Grt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4531-580-32-442	FY23-24 Vision 100 Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4531-580-33-440	FY23 Airport Lighting Projec	0.00	29,079.38	846,069.52	0.00	0.00	171,156.33	0.00	0.00	0.00
13-4531-580-33-443	FY23-24 Infrastructure Grt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-4531-580-34-453	FY24-25 Vision 100 Grant	0.00	0.00	0.00	166,667.00	166,667.00	0.00	166,667.00	0.00	0.00
13-4531-580-34-454	FY24-25 Infrastructure Grt	0.00	0.00	0.00	327,778.00	327,778.00	0.00	327,778.00	0.00	0.00
13-4531-580-35-455	FY25-26 Vision 100 Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	166,667.00	166,667.00
13-4531-580-35-456	FY25-26 Infrastructure Grt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	327,778.00	327,778.00
13-4531-599-99-000	LESS CAPITAL ASSETS	-88,939.82	-122,423.18	-846,069.52	0.00	0.00	0.00	0.00	0.00	0.00

RUTHERFORD COUNTY
 FY2025-2026 RECOMMENDED BUDGET
 Report dates 07/01/2024 - thru - 06/30/2025

ACCOUNT #	ACCOUNT DESCRIPTION	Actual FY22	ACTUAL FY23	ACTUAL FY24	ORIGINAL BUDGET FY25	AMENDED	ACTUAL/	ESTIMATED		BUDGET	RECOMMENDED
						BUDGET AS OF 03/31/2025	ENCUMBERED AS OF 03/31/2025	07/01/2024 TO 06/30/2025	07/01/2025 TO 06/30/2026	07/01/2025 TO 06/30/2026	BUDGET
Airport Grants		0.00	251,517.80	60,177.28	494,445.00	494,445.00	177,682.89	494,445.00	494,445.00	494,445.00	494,445.00

RUTHERFORD COUNTY
 FY2025-2026 RECOMMENDED BUDGET
 Report dates 07/01/2024 - thru - 06/30/2025

ACCOUNT #	ACCOUNT DESCRIPTION	Actual FY22	ACTUAL FY23	ACTUAL FY24	ORIGINAL BUDGET FY25	AMENDED	ACTUAL/	ESTIMATED	BUDGET	RECOMMENDED
						BUDGET AS OF 03/31/2025	ENCUMBERED AS OF 03/31/2025		REQUEST 07/01/2024 TO 06/30/2025	BUDGET 07/01/2025 TO 06/30/2026
13-9100-710-00-014	PRINCIPAL - CAP LEASE AIRPOR	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13-9100-720-00-014	INTEREST CAP LEASE	259.76	63.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	Reserve-Future Project or Debt Service	259.77	63.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00

RUTHERFORD COUNTY
 FY2025-2026 RECOMMENDED BUDGET
 Report dates 07/01/2024 - thru - 06/30/2025

ACCOUNT #	ACCOUNT DESCRIPTION	Actual FY22	ACTUAL FY23	ACTUAL FY24	ORIGINAL BUDGET FY25	AMENDED BUDGET AS OF 03/31/2025	ACTUAL/ ENCUMBERED AS OF 03/31/2025	ESTIMATED 07/01/2024 TO 06/30/2025	BUDGET REQUEST 07/01/2025 TO 06/30/2026	RECOMMENDED BUDGET 07/01/2025 TO 06/30/2026
13-9910-991-04-000	CONTINGENCY COLA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

RUTHERFORD COUNTY
 FY2025-2026 RECOMMENDED BUDGET
 Report dates 07/01/2024 - thru - 06/30/2025

ACCOUNT #	ACCOUNT DESCRIPTION	Actual FY22	ACTUAL FY23	ACTUAL FY24	ORIGINAL BUDGET FY25	AMENDED BUDGET AS OF 03/31/2025	ACTUAL/ ENCUMBERED AS OF 03/31/2025	ESTIMATED 07/01/2024 TO 06/30/2025	BUDGET REQUEST 07/01/2025 TO 06/30/2026	RECOMMENDED BUDGET 07/01/2025 TO 06/30/2026

TOTAL Expense		525,478.84	955,231.89	825,916.37	1,298,610.00	1,567,220.00	774,114.53	1,477,951.00	1,358,943.00	1,358,619.00
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TOTAL Airport Fund		-235,630.87	-162,694.46	-739,047.65	0.00	0.00	204,272.96	-33,841.00	0.00	0.00
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RUTHERFORD COUNTY
 FY2025-2026 RECOMMENDED BUDGET
 Report dates 07/01/2024 - thru - 06/30/2025

ACCOUNT #	ACCOUNT DESCRIPTION	Actual FY22	ACTUAL FY23	ACTUAL FY24	ORIGINAL BUDGET FY25	AMENDED BUDGET AS OF 03/31/2025	ACTUAL/ ENCUMBERED AS OF 03/31/2025	ESTIMATED 07/01/2024 TO 06/30/2025	BUDGET REQUEST 07/01/2025 TO 06/30/2026	RECOMMENDED BUDGET 07/01/2025 TO 06/30/2026