



**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

National Policy

**ORDER
5190.6B**

Effective Date
September 30, 2009

SUBJ: FAA Airport Compliance Manual

The Airport Compliance Program ensures airport sponsors' compliance with their federal obligations in the form of grant assurances, surplus and nonsurplus obligations, or other applicable federal law. The Airport Compliance Program is administered by the FAA headquarters Airport Compliance Division (ACO-100) based in Washington, DC.

This handbook provides guidance to FAA personnel on interpreting and administering the various continuing commitments airport sponsors make to the U.S. Government when they accept grants of federal funds or federal property for airport purposes. The handbook (i) analyzes the various federal obligations set forth in legislatively mandated airport sponsor assurances, (ii) addresses the nature of the assurances and the application of the assurances in the operation of public use airports, and (iii) facilitates interpretation of the assurances by FAA personnel. This manual was designed to provide guidance to FAA personnel pertaining to the Federal Aviation Administration (FAA) Airport Compliance Program.

Randall S. Fiertz

Randall S. Fiertz
Director
Airport Compliance and Field Operations Division (ACO-1)

Distribution: A-W(RP)-1

Initiated By: ACO-1

Sec. 2-134. Created.

There is hereby created a political subdivision of the Commonwealth with such public and corporate powers as are set forth in the Industrial Development and Revenue Bond Act (Code of Virginia, § 15.2-4900 et seq.), including such powers as may hereafter be set forth from time to time in such Act.
(Code 1978, § 2-17; Code 1995, § 2-106)

State Law References: Creation of industrial development authority, Code of Virginia, § 15.2-4903.

Sec. 2-135. Name.

The name of the political subdivision of the Commonwealth created by section 2-134 shall be the Industrial Development Authority of Smyth County
(Code 1978, § 2-18; Code 1995, § 2-107)

State Law References: Name of industrial development authority, Code of Virginia, § 15.2-4903.

Secs. 2-136–2-153. Reserved.

Smyth County

DIVISION 3.**AIRPORT COMMISSION***

* *State Law References:* Municipal and county airports and other air navigation facilities, Code of Virginia, § 5.1-31 et seq.

Sec. 2-154. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Air navigation facility means any airport ground or air navigation facility, other than one owned and operated by the United States, used in, available for use in, or designed for use in aid of air navigation, including any structures, buildings, mechanisms, lights, beacons, markers, communicating systems, or other instrumentalities or devices, and any combination of any or all of such facilities, used or useful as an aid, or constituting any advantage or convenience, to the safe takeoff, navigation, and landing of aircraft, in the safe and efficient operation or maintenance of an airport, in the safe, efficient and convenient handling or processing of aviation passengers, mail or cargo, or in the servicing or maintenance of aircraft or ground equipment.

Airport means any area of land or water which is used, or intended for public use, for the landing and takeoff of aircraft, and any appurtenant areas which are used, or intended for use, for airport buildings or other airport facilities or rights-of-way, easements, and together with all airport buildings and facilities located thereon.

Airport hazard means any structure, object of natural growth or use of land which obstructs the air space required for the flight of aircraft in landing or takeoff at an airport or which is otherwise hazardous to such landing or takeoff of aircraft

Commission means the Smyth-Wythe Airport Commission.
(Code 1978, § 2-19; Code 1995, § 2-131)

Sec. 2-155. Created; authority.

There is hereby created as a political subdivision of the parties to the agreement from which this division derives a public board or body corporate and politic to be known as the Smyth-Wythe Airport Commission, to have and exercise on behalf of the parties thereto the powers, rights and authority conferred on the parties thereto by the laws of the Commonwealth and of the United States of America, which the parties thereto now are or may hereafter be authorized to confer on a commission under such laws.

(Code 1978, § 2-20; Code 1995, § 2-132)

Sec. 2-156. Membership; term; removal of members; filling of vacancies.

The Smyth-Wythe Airport Commission shall consist of one member appointed by the County of Wythe, Virginia, one member appointed by the Town of Wytheville, Virginia, one member appointed jointly by the County of Wythe and the Town of Wytheville, Virginia, one member appointed by the town council of the Town of Marion, Virginia, one member appointed by the Board of Supervisors of Smyth County, and one member appointed jointly by the town council of the Town of Marion and the Board of Supervisors of Smyth County. All appointments shall be for a period of four years, except appointments to fill vacancies, which shall be for the unexpired terms. The governing body appointing any member may remove such member at any time. Whenever a vacancy shall occur by the resignation, death or removal of any member, the governing body which originally appointed such member shall fill the vacancy for the unexpired term. If any other counties, cities or towns in southwest Virginia wish to participate in the agreement from which this division derives, they may do so with the consent of the then-participating parties thereto, and by executing the agreement from which this division derives, and each appointing a member of the commission for a term to expire four years from the date of appointment. Each member of the commission shall have one vote.

(Code 1978, § 2-21; Code 1995, § 2-133)

Sec. 2-157. Compensation.

Each governing body shall, in its sole discretion, set the rate of compensation for the members of the Smyth-Wythe Airport Commission appointed by each governing body.

(Code 1978, § 2-22; Code 1995, § 2-134)

Sec. 2-158. Officers and personnel; delegations of authority; quorum.

The Smyth-Wythe Airport Commission shall have the power to elect a chairman, vice-chairman, secretary and treasurer and to adopt rules and regulations for its own procedure and government, and to employ with or without compensation such officers, agents, technical experts, attorneys, public relations personnel, either permanent or temporary, as it may require, and shall determine their qualifications, duties and compensation. The commission may delegate to one or more of its agents or employees such powers and duties as it may deem proper. A majority of the members in office shall constitute a quorum.

(Code 1978, § 2-23; Code 1995, § 2-135)

Sec. 2-159. Enumerated powers.

The Smyth-Wythe Airport Commission shall have all the powers necessary, convenient or desirable to carry out the purposes of the agreement from which this division derives, including, but not limited to, the power to:

- (1) Establish, construct, manage and operate an airport, and to acquire, complying with the laws of the Commonwealth on acquisition of real estate by counties, hold and dispose of property on behalf of the parties thereto;
- (2) Acquire by purchase, lease, gift, condemnation or otherwise whatever land may be necessary for the purpose of establishing, constructing, enlarging, maintaining and operating an airport;
- (3) Acquire, enlarge, improve, maintain, equip, and regulate the use of such airport, structures, air navigation facilities and other property incidental thereto;
- (4) Make, prior to such acquisition, investigations, surveys and plans and enter upon any lands for such purpose; the power to purchase and sell equipment and supplies as an incident to the operation of an airport or its properties and to use for airport purposes any land owned or controlled by it;
- (5) Where necessary to provide unobstructed air space for the landing and takeoff of aircraft utilizing an airport acquired or operated by such commission;
- (6) Acquire in the same manner as is provided for the acquisition of land for airport purposes, easements through or other interest or privileges with respect to land or waters outside the boundaries of such airport which are necessary or convenient to ensure safe approaches to such airport and the safe and efficient operation thereof and to acquire in like manner for a term of years or perpetually the right of easement to place and maintain suitable signs or markers or lights to adequately locate and mark obstructions or structures or uses of lands which are hazardous to aircraft using such airport, including the right of ingress and egress to and from such airport hazards for the purpose of maintaining and repairing such signs, markers and lights;
- (7) Exercise the right of eminent domain in the acquisition of any lands, easements and rights and privileges which are necessary or convenient for airport purposes, proceeding and limited as provided in Code of Virginia, § 5.1-34;
- (8) Accept and receive federal and state moneys and other moneys, either public or private, for the purposes hereof, and the right to comply with the provisions of the laws of the United States and any rules and regulations made thereunder for the expenditure of federal moneys in connection with such airport;
- (9) Designate the Virginia Department of Aviation or the State Corporation Commission, as may be required by law, as its agent to accept, receive and receipt for and disburse federal moneys granted in its behalf for such purposes, and to act as its agent in any matters which the commission deems desirable;

- (10) Sue and be sued, to have a seal, to have perpetual succession, to make and execute contracts and other instruments necessary or convenient in the exercise of its powers;
- (11) Construct, install, maintain and operate facilities for the manufacturing, rebuilding, servicing or storing of aircraft and for the handling of cargo, freight, mail, express and passengers, including accommodations for eating and sleeping;
- (12) Determine rates and charges for the use of an airport and other facilities, including hangars, service areas, and administration buildings, and to promulgate and enforce all rules and regulations which it may deem desirable;
- (13) Engage directly or through its agents or employees in the operation for profit of concessions in connection with an airport or other facilities, including but not limited to the sale of airplanes and aircraft fuel, the teaching of flying, the operation of air transportation facilities, and to do anything now incident to or in the future considered to be incident to the operation of an airport or air navigation facility;
- (14) Contract for mail, cargo and passenger service with the United States government or any commercial airline, or others, to contract for or provide utility services, to enter into any lease which it deems reasonable for the operation and maintenance of airport or air navigation facilities or any of the activities incident to or related thereto as set forth in this section;
- (15) Purchase and use, sell or lease any land in the vicinity of an airport not necessary to the operation of an airport but as in the discretion of the commission is desirable, or to construct or permit the construction of, for sale or lease, on such terms and conditions as the commission may deem proper, industrial, commercial or recreational facilities and approaches thereto and appurtenances thereof on any land of the commission not acquired by eminent domain and not needed for operational use of an airport owned or operated by it; provided that any such industrial, commercial or recreational facilities shall be so constructed as not to constitute an airport hazard;
- (16) Contract, lease or make other arrangements upon the consideration fixed by the commission to grant to any qualified person the privilege of operating as agent of the commission or otherwise any airport controlled by the commission or any part thereof or any part of the facilities or air navigation facilities thereto connected, provided that no person shall be granted any authority to operate an airport other than as a public airport;
- (17) Contract, lease or make other arrangements granting the privilege of using or improving such airport consistent with the purposes of the agreement from which this division derives and conferring the privilege of supplying goods, commodities, things, services or facilities at the airport for air navigation facilities or making available services to be furnished by the commission or its agents at the airport or air navigation facility; and the power to negotiate with, agree with and convey to the Virginia Department of Transportation such land and rights and privileges as may be required by the Virginia Department of Transportation for the construction of highways; and
- (18) Borrow money and give and execute a deed of trust on the land acquired by such commission.

It is understood and agreed between the parties thereto and it is the intention of this division that the parties thereto and any counties, cities or towns subsequently entering into the agreement from which this division derives shall in all respects each have and hold that proportionate interest which their financial participation bears to the entire amount of initial costs and operational participation and that other counties, cities and towns may subsequently become parties to such agreement without financially participating that they would be entitled to no rights of ownership, management or operation under such agreement until such a time as they have participated financially and then as stated in this section only to the same ratio their financial participation bears to the whole. The power to sell, lease or dispose of any land, rights, equipment or facilities under such agreement shall include the power to make, execute and deliver a deed or bill of sale therefor.
(Code 1978, § 2-24; Code 1995, § 2-136)

State Law References: State aviation board, Code of Virginia, § 5.1-2.23; state department of transportation, Code of Virginia, § 33.1-1.

Sec. 2-160. Termination of agreement; notice.

Any of the parties thereto may withdraw from the agreement from which this division derives by giving one year's notice to the airport commission and to all other participating counties, cities and towns. At the end of such year, the interest of the withdrawing party shall be fixed in the amount of its previous financial participation and thereafter it shall not be entitled to participate in any excess surplus which the commission may have nor will it be required to participate in any deficit thereafter. Such subdivision would not at that time be entitled to any reimbursement but only upon the sale, or abandonment as provided in section 2-159 or 2-165, it would receive its proportionate part of the proceeds based on the then-financial participation by all of the subdivisions.

(Code 1978, § 2-25; Code 1995, § 2-137)

Sec. 2-161. Acquisition of land, easements, rights and privileges.

The acquisition of any lands, easements or rights and privileges under the provisions of the agreement from which this division derives is hereby declared to be public, governmental and municipal functions exercised for a public purpose and such lands, easements, rights and privileges so acquired and used by the airport commission in the manner and for the purposes set out in such agreement are hereby declared to be acquired and used for public, governmental and municipal purposes.

(Code 1978, § 2-26; Code 1995, § 2-138)

Sec. 2-162. Annual budget; disbursements, recordkeeping, reports.

The airport commission shall prepare annually and submit to the parties to the agreement from which this division derives by March 1 a proposed budget showing the estimated revenues it may reasonably expect to receive for such year, and its estimated expenses for all purposes for such period. After approval of such budget by the parties thereto, the commission shall be limited in its expenditures for such year to the estimated expenses shown therein; and shall not commit the parties thereto beyond appropriations actually made. All disbursements by the commission shall be made by checks drawn by the treasurer and approved by the chair, both of whom shall be bonded. The commission shall keep proper records of its operations, transactions and meetings, which records shall be open to inspection at all times by the parties thereto. It shall make a financial and factual progress report on March 1 of each year to each of the parties thereto, and at such other times as the parties thereto may require.

(Code 1978, § 2-27; Code 1995, § 2-139)

Sec. 2-163. Civil liability.

(a) In serving on the airport commission when acting within the scope of the authority conferred in this division, no member of the commission shall be personally liable, nor shall any of the parties to the agreement from which this division derives be liable, upon any suit or claim of any person contracting with the commission or using the airport or its facilities, or who may sustain loss or damage by the use of the airport or its facilities.

(b) The County of Wythe, Virginia, the Town of Wytheville, Virginia, the County of Smyth, Virginia, and the Town of Marion, Virginia, shall each keep and hold harmless their appointed commissioners from and against all and any claims, demands, suits, judgments, costs and expense asserted by any person, including agents or employees of each of the governing bodies listed in this subsection, by reason of death or injury to persons, loss or damage to property resulting from a commissioner's actions or anything done or omitted by the commissioner during his term on the commission, so long as he is acting in good faith.

(Code 1978, § 2-28; Code 1995, § 2-140)

Sec. 2-164. Surplus funds.

All funds from any source coming into the hands of the airport commission are to be held and used by the commission for the maintenance, operation, improvement and enlargement of an airport, air navigation facility or other facilities as provided in this division; provided, however, that whenever the commission shall have surplus funds in an amount exceeding \$300,000.00, any such excess shall be paid to the parties to the agreement from which this division derives, as provided in section 2-165, in regard to abandonment or liquidation.

(Code 1978, § 2-29; Code 1995, § 2-141)

Sec. 2-165. Abandonment or dissolution; sale of assets; distribution of funds.

In the event of abandonment of the airport and a resolution on the part of the airport commission that it is not feasible to establish another airport, then the land, equipment and facilities will be sold by the commission and the funds received therefrom repaid to the parties to the agreement from which this division derives in the ratio of their financial participation in the establishment and maintenance of such airport.

(Code 1978, § 2-30; Code 1995, § 2-142)

Sec. 2-166. Financial contributions.

If it may become advisable that the governing bodies who are signatories to the contract and agreement from which this division derives make a financial contribution to the Smyth-Wythe Joint Airport Commission, it is agreed that the County of Wythe, Virginia, and the Town of Wytheville, Virginia, shall be requested to make 50 percent of any financial contribution, and that the County of Smyth, Virginia, and the Town of Marion, Virginia, shall be requested to make 50 percent of any such financial contribution.

(Code 1995, § 2-143)

Secs. 2-167-2-185. Reserved.

2014 11 18 10:25

AGREEMENT

THIS AGREEMENT, made and entered into this the 11th day of April, 1989 by and between the County of Wythe, Virginia, hereinafter known as Wythe County; and entered into on the 14th day of March, 1989, by the County of Smyth, Virginia, hereinafter known as Smyth County;

WHEREAS, Wythe County and Smyth County, are co-participants in a separate political subdivision created as of June 28, 1958, known as the Smyth-Wythe Joint Airport Commission. Whereas the Smyth-Wythe Joint Airport Commission operates an airport known as Mountain Empire Airport, which airport is located in Smyth County, Virginia.

WHEREAS, Smyth County levies and collects personal property taxes upon certain personal property such as aircraft, which are located at the Mountain Empire Airport and

WHEREAS, it is the desire of Wythe County and Smyth County to enter into an agreement to share such personal property taxes as are collected by Smyth County on personal property located at said airport. It is therefore agreed as follows:

1. Smyth County agrees to pay to Wythe County one-half of all personal property taxes collected on personal property located at the Mountain Empire Airport in Smyth County, Virginia, subject to the levy and collection of said taxes and further subject to the annual appropriation by the Board of Supervisors of Smyth County of payment of one-half of said taxes to Wythe County.

2. That this agreement shall become effective immediately and that the aforementioned payments from Smyth County to Wythe County shall be made on or before July 1, of each calendar year following the year in which said taxes have been levied and collected for so long as this contract shall remain in force and effect, the first such payment to be made on or before July 1, 1989.

3. That this contract shall remain in force and effect for so long as Wythe County and Smyth County shall be co-participants in the Smyth-Wythe Joint Airport Commission but shall terminate automatically at such time as Wythe County and Smyth County or either Wythe County or Smyth County shall no longer be a co-participant in the Smyth-Wythe Joint Airport Commission.

WITNESS the signature of the parties hereto made by the Chairman of the Board of Supervisors of the County of Wythe, Virginia, and the Chairman of the Board of Supervisors of the County of Smyth, Virginia with their signatures attested by the Clerk of their respective counties.

ATTEST: Hayden H. Hornsey
Hayden H. Hornsey, Clerk
Wythe County Circuit Court

Board of Supervisors of
Wythe County

ATTEST: Billy E. Branson
Billy E. Branson
Clerk

By: George F. James
George F. James
Chairman

ATTEST: Marvin R. Perry
Marvin R. Perry
Clerk

Board of Supervisors of
Smyth County

By: William H. H. Blevins
William H. H. Blevins
Chairman

STATE OF VIRGINIA

COUNTY OF Wythe

The foregoing instrument was acknowledged before me this 11th day of April, 1989, by the Chairman of the Wythe County Board of Supervisors, George F. James.

James D. Thompson
Notary Public

My commission expires: March 22, 1991

STATE OF VIRGINIA

COUNTY OF Smyth

The foregoing instrument was acknowledged before me this 17 day of March, 1989, by the Chairman of the Smyth County Board of Supervisors, William H. H. Blevins.

W. H. H. Blevins
Notary Public

My commission expires: 4-9-90

STATE OF VIRGINIA

COUNTY OF WYTHE _____

The foregoing instrument was acknowledged before me this 25th day of April, 1989, by the Clerk of Court of Wythe County, Hayden H. Henry.

Brendal M. Atwell
Notary Public

My commission expires: 10-6-89

STATE OF VIRGINIA

COUNTY OF SMYTH _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1989, by the Clerk of Court of Smyth County, _____.

Notary Public

My commission expires: _____

AMENDMENT TO ORDINANCE NO. 58-2

AN ORDER AGREEING ON THE ESTABLISHING OF A JOINT AIRPORT FOR THE COUNTIES OF SMYTH AND WYTHE AND THE TOWNS OF WYTHEVILLE, MARION AND RURAL RETREAT

A public hearing was held on Tuesday, July 8, 1986, at 1:30 p.m., in the Board Room of the County Office Building to consider amending Ordinance No. 58-2, An Order Agreeing on the Establishing of a Joint Airport for the Counties of Smyth and Wythe and the towns of Wytheville, Marion, and Rural Retreat, as follows:

CONTRACT AND AGREEMENT BY AND BETWEEN THE COUNTIES OF WYTHE AND SMYTH AND THE TOWNS OF WYTHEVILLE, MARION, AND RURAL RETREAT, VIRGINIA

This contract and agreement made and entered into this eighth day of July, 1986, by and between the County of Wythe, Virginia; Town of Wytheville, Virginia; the County of Smyth, Virginia; the Town of Marion, Virginia; and the Town of Rural Retreat, Virginia, for the purpose of amending that contract and agreement made and entered into among the above stated parties on the 27th day of June, 1958, for the purpose of governing and controlling the operations of Smyth-Wythe Joint Airport Commission.

WITNESSETH:

For and in consideration of the mutual promises herein made and the benefits arising therefrom the parties hereto agree as follows: to-wit:

1. Paragraph Number Three (3) of said contract and agreement is deleted and the following is substituted therefore:

The said Commission shall consist of three (3) members appointed collectively by individual appointments by the County of Wythe, Virginia, and the Town of Wytheville, Virginia, and the Town of Rural Retreat, Virginia; three (3) members appointed collectively by the Town of Marion, Virginia, and the County of Smyth, Virginia. Regardless of future resignations or additional participations, it is the intention of all parties hereto that the Governing Bodies of Wythe County shall always have three (3) members and that the Governing Bodies of Smyth County shall always have three (3) members. All appointments shall be for a period of four (4) years, except appointments to fill vacancies which shall be for the unexpired terms. The governing body appointing any member may remove such member at anytime. Whenever a vacancy shall occur by the resignation, death or removal of any member, the governing body which originally appointed such member shall fill the vacancy for the unexpired term. In the event that any other counties, cities, or towns in Southwest Virginia wish to participate in this agreement they may do so with the consent of the then participating parties hereto and by executing this agreement and each appointing a member of the Commission for a

term to expire four years from the date of appointment. The participating jurisdictions of each county shall have a total of three (3) votes and shall have three (3) members. The weight to be given to the vote of a member from either the jurisdictions in Smyth County or the jurisdictions in Wythe County shall be subject to the agreement of the jurisdictions located in the respective counties. If no such agreement is reached, the weight shall be that of the previous, current, and future financial participation of the jurisdictions within each county compared to the total previous, present and future contributions made by the jurisdictions in each county to the establishment, expansion and maintenance of the airport.

2. Paragraph Number Four (4) of the contract and agreement is deleted and is reserved for future use.
3. Paragraph Number Ten (10) of the contract and agreement is deleted and the following is substituted therefore:

In serving on the Commission when acting within the scope of the authority herein conferred, no member of the Commission shall be personally liable, or shall any of the parties hereto be liable upon any suit or claim of any person contracting with the Commission or using the airport or its facilities or who may sustain loss or damage by the use of the airport or its facilities or who may sustain loss or damage by the use of the airport or its facilities.

The County of Wythe, Virginia, the Town of Wytheville, Virginia, the Town of Rural Retreat, Virginia, the County of Smyth, Virginia, and the Town of Marion, Virginia, shall each keep and hold harmless their appointed commissioner or commissioners from and against all and any claims, demand, suits, judgments, costs and expense asserted by any person or persons including agents or employees of each of the above stated governing bodies, by reason of death or injury to person or loss or damage to property resulting from a commissioner's actions or anything done or omitted by the commissioner during his term on the Commission so long as he or she is acting in good faith.

4. The following provisions are added to said contract and agreement as Paragraph Number Fourteen (14), as follows:

In the event that it becomes mutually agreed upon for the governing bodies, who are signatories to this contract and agreement, to make a financial contribution to the Smyth-Wythe Joint Airport Commission, it is agreed that the County of Wythe, Virginia, the Town of Wytheville, Virginia, and the Town of Rural Retreat, Virginia, shall be requested to make fifty percent (50%) of any financial contribution and that the County of Smyth, Virginia, and the Town of Marion, Virginia, shall be requested to

AMENDMENT TO ORDINANCE NO. 58-2

**AN ORDER AGREEING ON THE ESTABLISHING OF A
JOINT AIRPORT FOR THE COUNTIES OF SMYTH AND WYTHE AND
THE TOWNS OF WYTHEVILLE, MARION AND RURAL RETREAT**

A public hearing was held Tuesday, November 16, 1995, at 9:30 a.m. in the Board Room of the Wythe County Office Building to consider amending Ordinance No. 58-2, "An Order Agreeing on the Establishing of a Joint Airport for the Counties of Smyth and Wythe and the Towns of Wytheville, Marion and Rural Retreat" by contract as follows:

**CONTRACT AND AGREEMENT
BY AND BETWEEN THE COUNTIES OF
WYTHE AND SMYTH
AND THE TOWNS OF
WYTHEVILLE AND MARION, VIRGINIA**

This contract amendment made and entered into this 25th day of September, 1995, by and between the County of Wythe, Virginia; the Town of Wytheville, Virginia; the Town of Rural Retreat, Virginia; the County of Smyth, Virginia; and the Town of Marion, Virginia, for the purpose of amending contract and agreement made and entered into among the parties dated the 27th day of June, 1958, which was duly amended on the 24th day of November, 1986.

WITNESSETH

WHEREAS, the parties hereto have heretofore entered into the above agreement and amendment thereto, and certain matters now require amendments to the original agreement and the amendment of that agreement referred to above.

NOW, THEREFORE, the parties, by action of their respective governing bodies, duly approved, do hereby agree as follows:

1. The Town of Rural Retreat has withdrawn from the undertaking entered into between the parties, and it is agreed herein that any reference contained to the Town of Rural Retreat, Virginia, in either the agreement dated the 27th day of June, 1958, or the amendment thereto dated the 24th day of November, 1986, are herewith deleted.
2. The parties agree that the name of the Commission, and the definition thereof shall hereafter be as follows:

**Amendment #2
Ordinance #58-2**

|

"Commission" shall mean the Smyth-Wythe Airport Commission, a joint Commission of the counties of Smyth and Wythe and the towns of Marion and Wytheville, Virginia

- 3. At any place in the original agreement of June 27, 1958, or the amendment thereto dated the 24th day of November, 1986, where the name of the Commission appears as the Smyth-Wythe Joint Airport Commission, the name shall hereafter be stated and be "Smyth-Wythe Airport Commission"
- 4. The manner of appointment of Board members to the Commission, addressed in Paragraph 1 of the amendment dated the 24th day of November, 1986, is herewith changed to eliminate the power of the Town of Rural Retreat, Virginia, to participate in the selection process, and the intention of the parties expressed in that paragraph shall continue with the participating jurisdictions in Wythe County (the County of Wythe and the Town of Wytheville, Virginia) and Smyth County (the County of Smyth and the Town of Marion, Virginia) shall hereafter make appointments to the Commission.
- 5. Except as modified herein, the original agreement of June 27, 1958, and the amendment of November 24, 1986, shall continue in full force and effect.

WITNESS the signatures of the parties hereto made by the Chairman of each respective Board of Supervisors and the Mayor of each respective Town, and attested by their Clerk's in their representative capacity.

WITNESS the following signatures and seals.

ATTEST:

/s/ Billy R. Branson
Clerk
Wythe County, Virginia

COUNTY OF WYTHE, VIRGINIA

/s/ Mark C. Munsey
Chairman, Board of Supervisors
Adopted July 8, 1986

ATTEST:

/s/ Kenneth C. Noble
Clerk
Smyth County, Virginia

COUNTY OF SMYTH, VIRGINIA

/s/ Ralph E. Hayton
Chairman, Board of Supervisors

ATTEST:

/s/ Sharon P. Cassell
Clerk

TOWN OF WYTHEVILLE, VIRGINIA

/s/ Jacqueline K. King
Vice Mayor

Wytheville, Virginia

ATTEST:

/s/ Dixie O. Sheets
Recorder
Marion, Virginia

TOWN OF MARION, VIRGINIA

/s/ Marshall E. Guy
Mayor

ATTEST:

/s/ Freda W. Kessler
Clerk
Rural Retreat, Virginia

TOWN OF RURAL RETREAT, VIRGINIA

/s/ R. Douglas Humphrey, Jr.
Mayor

Supervisor Armentrout made a motion to approve this amendment. Motion was seconded by Supervisor DuPuis and the roll call vote is as follows:

<u>NAME</u>	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Mark C. Munsey	X			
John E. Davis, Jr	X			
R. T. DuPuis	X			
Charles S. Dix	X			
Olin F. Armentrout	X			
Giles C. Rose	X			
Harvey E. Atkinson, III	X			

This amendment shall be effective on and after 12:01 a.m. on September 25, 1995.

I certify this is a true and correct copy taken from the November 16, 1995, minutes of the Wythe County Board of Supervisors.

Billy R. Branson, Clerk

BY - LAWS

SMYTH-WYTHE JOINT AIRPORT COMMISSION

ARTICLE I - TITLE AND AUTHORITY

- 1-1 The official title of this Commission shall be the "Smyth-Wythe Joint Airport Commission."
- 1-2 The Smyth-Wythe Joint Airport Commission, established in conformance with a contract and agreement by the County of Smyth, the County of Wythe, the Town of Marion, the Town of Rural Retreat, and the Town of Wytheville on May 13, 1958 and amended November 24, 1986, has adopted these By-Laws to define the operating procedures of the Commission in accordance with the provisions of Title 5.1, Chapter 3, Articles 1 and 2, Code of Virginia 1950, as amended.
- 1-3 The fiscal year of the Smyth-Wythe Joint Airport Commission shall be from July 1 to June 30 of each year.

ARTICLE II - MEMBERSHIP

- 2-1 The Smyth-Wythe Joint Airport Commission shall consist of six members. One shall be each from the County of Smyth, the Town of Marion, jointly from the County of Smyth and the Town of Marion, the County of Wythe, the Town of Rural Retreat and the Town of Wytheville. They shall be appointed by their respective governing bodies.
- 2-2 Each member of the Commission shall be appointed for a term of four years. They shall be eligible for reappointment.

ARTICLE III - OFFICERS

- 3-1 The officers of the Smyth-Wythe Joint Airport Commission shall consist of a Chairman, a Vice-Chairman, a Secretary, and a Treasurer. The Secretary need not be a member of the Commission.
- 3-2 Election of officers shall be held at the first meeting of each fiscal year. The terms of office shall be for one (1) year, or until his successor shall take office.
- 3-3 A vacancy in an office shall be filled immediately by regular election procedures.

ARTICLE IV - DUTIES OF OFFICERS

- 4-1 The Chairman shall preside at all meetings of the Commission and public hearings called by the Commission. He shall call special meetings of the Commission when required, transmit reports, plans, and recommendations of the Commission to the governing body; and in general shall act as spokesman for the Commission.

- 4-2 The Vice-Chairman shall serve as Chairman in the absence of the Chairman. In the event of death or resignation of the Chairman, the Vice-Chairman shall perform the duties of the Chairman until such time as the Commission shall elect a new Chairman.
- 4-3 The Secretary shall keep a set of minutes of all meetings and send a copy of each member of the Commission. He will keep records of all business transactions, certify all maps, records, and reports of the Commission, prepare and be responsible for all advertising relating to public hearings, and carry out other duties assigned by the Commission.
- 4-4 The Treasurer shall maintain custody of all funds received by the Commission and shall deposit the same in the name of the Commission. He will make disbursements, draw all checks and co-sign all checks or drafts with the Chairman. He will be responsible for maintaining files, all bills, and other related financial matters.

ARTICLE V - MEETINGS

- 5-1 The first meeting of each fiscal year shall be known as the annual meeting. At such annual meeting, the Commission shall establish the days, times, and places for regular meetings of the Commission for the ensuing twelve months. Regular meetings of the Commission shall be held monthly upon such day as has been established. The Commission may subsequently establish different days, times, or places for such regular meetings by passing a resolution to that effect. However, when the day established as a regular meeting day falls on a legal holiday, the meeting shall be held on the next following regular business day, without action of any kind by the Commission.
- 5-2 Special meetings shall be called at the order of the Chairman, or by two members upon written request to the Secretary. The Secretary shall mail to all members, at least five days in advance of a special meeting, a written notice fixing the item, place of the meeting, and the purpose thereof or by serving notice to Commission members through the Sheriff's departments of the two respective counties at least two days in advance of a special meeting.
- 5-3 Written notice of a special meeting is not required if the time of the meeting has been fixed at a regular meeting, or if all members are present at the special meeting, or file a written waiver of notice.
- 5-4 All regular meetings, hearings, records and accounts shall be open to the public. The records and accounts of the Commission shall be available for public inspection in accordance with the provisions of the Freedom of Information Act of the Code of Virginia 1950, as amended.
- 5-5 Four members of the Commission shall constitute a quorum. The number of votes necessary to transact business shall be a

majority of the members present. Voting may be by roll call, in which case a record shall be kept as a part of the minutes.

ARTICLE VI - ORDER OF BUSINESS

- 6-1 The order of business for a regular or special meeting shall be:
- a) Determination of a quorum.
 - b) Call to order by the Chairman.
 - c) Reading of the minutes.
 - d) Unfinished business.
 - e) New business.
 - f) Adjournment.
- 6-2 Motions shall be restated by the Chairman before a vote is taken. The names of members making and seconding motions shall be recorded.
- 6-3 When a vote ends in a tie, the vote shall be recorded as a "No" vote and the motion defeated. The defeated motion may be reintroduced by any member of the Commission at any future meeting.
- 6-4 Parliamentary procedure in Commission meetings shall be governed by the adopted rules of order, namely, ROBERT'S RULES OF ORDER.
- 6-5 The Smyth-Wythe Joint Airport Commission shall keep a set of minutes of all meetings, and these minutes shall become a public record.
- 6-6 The presiding officer shall sign the set of minutes for all regular, adjourned and special meetings.

ARTICLE VII - HEARINGS

- 7-1 In addition to those required by law, the Commission may, at its discretion, hold public hearings when it decides that a hearing will be in the public interest.
- 7-2 Notice of a hearing shall be published in a newspaper of general circulation in Smyth and Wythe counties at least ten (10) days before the time of the public hearing.
- 7-3 The case before the Commission shall be summarized by the Chairman or other member designated by the Chairman. Interested parties shall have the privilege of the floor, subject to the such reasonable rules as to time and number of speakers as may be adopted.
- 7-4 A record shall be kept of those speaking before the hearing.

ARTICLE VIII - CORRESPONDENCE

- 8-1 It shall be the duty of the Secretary or other designated person to draft and the Chairman and/or Secretary to sign all

correspondence necessary for the execution of the duties and functions of the Smyth-Wythe Joint Airport Commission. The Secretary shall be responsible for signing all documents unless the Chairman is required to sign.

- 8-2 It shall be the duty of the Chairman or Secretary to communicate by telephone or telegraph when necessary to make communications that can not be carried out as rapidly as required through direct correspondence.
- 8-3 All office papers and plans involving the authority of the Commission shall bear the signature of the Chairman, or Vice-Chairman and where a certificate is required, a certificate signed by the Secretary.

ARTICLE IX - FINANCES

- 9-1 The Commission shall prepare an annual budget by March 1st showing the estimated revenues it may reasonably expect to receive and its estimated expenses. The budget shall be submitted to the five governing bodies for their approval no later than March 15th.
- 9-2 All disbursements by the Commission shall be made by checks drawn by the Treasurer and signed by the Chairman and Treasurer, both of whom shall be bonded. The Commission shall keep proper records of its operations, transactions and expenses, which records shall be open to inspection at times by the governing bodies who established this Commission and their duly appointed representatives. It shall make a financial and factual progress report on March 1st of each year to each of the governing bodies, and at such other times as the governing bodies may require.

ARTICLE X - AMENDMENTS

- 10-1 These By-Laws may be amended at any regular or special meeting of the Smyth-Wythe Joint Airport Commission, so long as notice is duly given to the members of the purpose of the meeting. An amendment shall be made by a recorded two thirds (2/3) votes of the entire membership.

ARTICLE XI - EFFECTIVE DATE

- 11-1 These By-Laws shall become effective immediately upon their adoption on March 12, 1985.
- 11-2 Nothing in these By-Laws shall be construed as invalidating any official business of the Commission transacted prior to their adoption.

Wythe County

ORDINANCE NO 58-2

AN ORDER AGREEING ON THE ESTABLISHING OF A JOINT AIRPORT FOR THE COUNTIES OF SMYTH AND WYTHE AND THE TOWNS OF WYTHEVILLE, MARION AND RURAL RETREAT:

It was moved by Frank Neff and seconded by Noah Akers that the following contract and agreement be enacted into law hereby repealing all orders or parts of orders in conflict therewith, and the same is hereby ratified and confirmed and the chairman is hereby directed to execute the same and the Clerk to attest his signature:

THIS CONTRACT AND AGREEMENT made and entered into this 13th day of May, 1958, by and between THE COUNTY OF WYTHE, VIRGINIA, THE TOWN OF WYTHEVILLE, VIRGINIA, THE COUNTY OF SMYTH, VIRGINIA, THE TOWN OF MARION, VIRGINIA and THE TOWN OF RURAL RETREAT, VIRGINIA;

-- W I T N E S S E T H --

That for and in consideration of the mutual promises hereinafter made and the benefits arising therefrom, the parties hereto do agree as follows, to-wit"

1. That they do join together for the purpose of acquiring, establishing, constructing, maintaining, operating, improving and equipping an airport, air navigation facility and other facilities incident to the landing, taking off, servicing and storage of aircraft and the handling of passengers, mail, freight and cargo; and the acquisition of easements, rights and privileges over lands in the vicinity of such an airport for the purpose of providing for the safe and efficient landing and taking off of aircraft; and for the purpose of exercising all the powers provided for county and municipal airports under Chapter 3, Title 5 of the Code of Virginia.

2. For the purposes hereof the parties hereto have heretofore by resolution agreed and do now ratify and confirm said agreement that they will each appropriate the sum of Fifty Thousand Dollars (\$50,000.00), Twenty-Five Thousand Dollars (\$25,000.00) prior to June 1, 1958, and Twenty-Five Thousand Dollars (\$25,000.00) on or before July 1, 1959, for the purposes herein provided, except the Town of Rural Retreat which has not yet determined the amount of its financial participation.

3. The parties hereto do hereby appoint temporarily until further action of the parties hereto John A. Lester, Wythe Hull, Dr. A. B. Graybeal, Frank Neff and J. L. Reynolds their agents to act in their behalf in investigating, surveying and assuring the acquisition of land, easements, rights and privileges for the purposes hereof and making engineering plans for such an airport.

WITNESS the signature of the parties hereto made by the Chairman of the Board of Supervisors of the County of Wythe, Virginia, and the Chairman of the Board of Supervisors of the County of Smyth, Virginia, and their signatures attested by the Clerks of their respective Counties, and the signatures of the Mayors of the Town of Wytheville and the Town of Marion and the Town of Rural Retreat and their signatures attested by the respective Clerks of the Towns of Wytheville and Rural Retreat, and the Recorder of the Town of Marion.

ATTEST

J. E. Crockett
Clerk, Wythe County

COUNTY OF WYTHE, VIRGINIA
By Frank W. Brown
Chairman, Board of Supervisors

ATTEST:

Lloyd E. Currin
Clerk, Smyth County

COUNTY OF SMYTH, VIRGINIA
By A. B. Graybeal
Chairman, Board of Supervisors

ATTEST

Betty J. Umberger
Clerk, Town of Wytheville

TOWN OF WYTHEVILLE
By Stuart M. Spiller
Mayor

ATTEST:

James W. Rector, Jr.
Recorder, Town of Marion

TOWN OF MARION
By Cecil H. Greer
Mayor

ATTEST:

Lulu G. Prickett
Clerk, Town of Rural Retreat

TOWN OF RURAL RETREAT
By J. L. Reynolds
Mayor

After a full discussion, the motion was voted upon and passed.

It was moved by Frank Neff and seconded by Noah Akers that the following resolution be adopted:

BE IT RESOLVED that on or after June 28, 1958, at which time Section 5-24.1 of the Code of Virginia and Section 5-47 through 5-61 of the Code of Virginia shall have become effective the following contract and agreement will be enacted into law thereupon repealing all orders or parts of orders in conflict therewith, and the chairman will be directed to execute the same and the clerk to attest his signature.

This CONTRACT AND AGREEMENT made and entered into this pursuant to Section 5-24 and 5-24.1 of the Code of Virginia, 1950, by and between THE COUNTY OF WYTHE, VIRGINIA, THE TOWN OF WYTHEVILLE, VIRGINIA, THE COUNTY OF SMYTH, VIRGINIA, THE TOWN OF MARION, VIRGINIA, and THE TOWN OF RURAL RETREAT, VIRGINIA, and any other counties, towns or cities in Southwest Virginia who may hereafter wish to become a part to this agreement as hereinafter provided;

W I T N E S S E T H

That for and in consideration of the mutual promises herein made and the benefits arising therefrom, the parties hereto agree as follows, to-wit:

1. Definitions: The following words used herein shall be defined as follows: "Airport" shall mean any area of land which is used or intended for use for the landing and taking off of aircraft or rockets, and any areas of land in the near vicinity which are used or intended for use for airport buildings or other airport or aircraft facilities, or rights of ways, or easements. "Air navigation facility" shall mean any airport ground or air navigation facility used in, available for use in, or designated for use in the air of air navigation, including any structures, buildings, mechanisms, lights, beacons, markers, communicating systems or other instrumentalities or devices and any combination of any or all such facilities used or useful as an aid or constituting an advantage of convenience to the safe taking off, navigation and landing of aircraft in the safe and efficient operation for maintenance of an airport, and the safe, efficient and convenient handling or processing of aviation passengers, mail or cargo or in the servicing, manufacture or maintenance of aircraft and aircraft parts or ground equipment. "Airport hazard" shall mean any structure, object or natural growth or use of land which obstructs the air space required for the flight of aircraft in landing or taking off at an airport or as otherwise hazardous to such landing or taking off of aircraft. "Commission" shall mean the Smyth-Wythe Joint Airport Commission herein established.

2. There is hereby created as of June 28, 1958, as a political subdivision of the parties hereto a public board or body corporate and politic to be known as the Smyth-Wythe Joint Airport Commission to have and exercise on behalf of the parties hereto the powers, rights and authority conferred on the parties hereto by the laws of the Commonwealth of Virginia and of the United States of America, which the parties hereto now are or may hereafter be authorized to confer on a commission under said laws.

3. The said Commission shall consist of one member from each of the parties hereto, appointed by the governing bodies thereof, respectively. Original appointments shall be for terms as follows: By the Boards of Supervisors of Wythe County and Smyth County from June 28, 1958, until June 30, 1959; by the Town Councils of the Towns of Wytheville, Marion and Rural Retreat from June 28, 1958, until June 30, 1960. Thereafter all appointments shall be for a period of two years, except appointments to fill vacancies which shall be for the unexpired terms. The governing body appointing any member may remove such member at any time. Whenever a vacancy shall occur by the resignation, death or removal of any member, the governing body which originally appointed such member shall fill the vacancy for the unexpired term. In the event any other counties, cities or towns in Southwest Virginia wish to participate in this agreement, they may do so with the consent of the then participating parties hereto, and by executing this agreement and each appointing a member of the Commission for a term to expire at the same time as the fewest members of the Commission as then constituted. The weight to be given to each member of the Commission upon voting is to be in the same ratio as the financial participation of his appointing body bears to the total financial participation of all the parties hereto, and of the parties subsequently executing this agreement.

4. All members of the Commission shall serve without compensation.

5. The Commission shall have the power to elect a Chairman, a Vice-Chairman, Secretary and Treasurer and to adopt rules and regulations for its own procedure and government and employ with or without compensation such officers, agents, technical experts, attorneys, public relations personnel, either permanent or temporary, as it may require, and shall determine their qualifications, duties and compensation. The Commission may delegate to one or more of its agents or employees such powers and duties as it may deem proper. A majority of the members in office shall constitute a quorum.

6. The Commission shall have all the powers necessary, convenient or desirable to carry out the purposes of this agreement, including, but not limited to, the power to establish, construct, manage and operate an airport, and to acquire complying with the laws of the Commonwealth of Virginia on acquisition of real estate by counties, hold and dispose of property on behalf of the parties hereto; the power to acquire by purchase, lease gift, condemnation or otherwise whatever land may be necessary for the purpose of establishing, constructing, enlarging, maintaining and operating an airport; the power to acquire, enlarge, improve, maintain, equip, and regulate the use of such airport, structures, air navigation facilities and other property incidental thereto; the power to make prior to such acquisition, investigations, surveys and plans and

enter upon any lands for such purpose; the power to purchase and sell equipment and supplies as an incident to the operation of an airport or its properties and to use for airport purposes any land owned or controlled by it; and the power where necessary to provide unobstructed air space for the landing and taking off of aircraft utilizing an airport acquired or operated by said Commission; to acquire in the same manner as is provided for the acquisition of land for airport purposes, easements through or other interest or privileges with respect to land or waters outside the boundaries of such airport which are necessary or convenient to insure safe approaches to said airport and the safe and efficient operation thereof and to acquire in like manner for a term of years or perpetually the right of easement to place and maintain suitable signs or markers or lights to adequately locate and mark obstructions or structures or uses of lands which are hazardous to aircraft using such airport including the right of ingress and egress to and from such airport hazards for the purpose of maintaining and repairing such signs, markers and lights; and the power of exercising the right of eminent domain in the acquisition of any lands, easements and rights and privileges which are necessary or convenient for airport purposes, proceeding and limited as provided in Section 5-23 of the Code of Virginia, 1950; the power and right to accept, receive and receipt for Federal and State moneys and other moneys either public or private for the purposes hereof, and the right to comply with the provisions of the laws of the United States and any rules and regulations made thereunder for the expenditure of Federal moneys in connection with such airport; and the power to designate the Division of Aeronautics of the Department of Corporations or the State Corporation Commission of the Commonwealth of Virginia, as may be required by law, as its agent to accept, receive and receipt for and disburse Federal moneys granted in its behalf for such purposes, and to act as its agent in any matters which the Commission deems desirable; and the right and power to fully use and utilize the Virginia Airports Authority including the right to lease, sell or give to said Virginia Airport Authority such airport as the Commission may establish for operation by the said Virginia Airport Authority; the power to sue and be sued, to have a seal, to have perpetual succession, to make and execute contracts and other instruments necessary or convenient in the exercise of its powers, to construct, install, maintain and operate facilities for the manufacturing, rebuilding, servicing or storing of aircraft and for the handling of cargo, freight, mail, express and passengers, including accommodations for eating and sleeping; the power to determine rates and charges for the use of an airport and other facilities, including hangars, service areas, administration buildings, and to promulgate and enforce all rules and regulations which it may deem desirable; the power to engage directly or through its agents or employees in the operation for profit of concessions in connection with an airport or other facilities including but not limited to the sale of airplanes and aircraft fuel.

The teaching of flying, the operation of air transportation facilities and to do anything now incident to or in the future considered to be incident to the operation of an airport or air navigation facility; and the power to contract for mail, cargo and passenger service with the United States Government or any commercial airline, or others, to contract for or provide utility services, to enter into any lease which it deems reasonable for the operation and maintenance of an airport or air navigation facilities or any of the activities incident to or related thereto as herein set forth; and the power to purchase and use, sell or lease any land in the vicinity of an airport not necessary to the operation of an airport but as in the discretion of the Commission is desirable, or to construct or permit the construction of, for sale or lease, on such terms and conditions as the Commission may deem proper, industrial, commercial or recreational facilities and approaches thereto and appurtenances thereof on any land of the Commission not acquired by eminent domain and not needed for operational use of an airport owned or operated by it; provided that any such industrial, commercial or recreational facilities shall be so constructed as not to constitute an airport hazard; the power to contract, lease or make other arrangements upon the consideration fixed by the Commission to grant to any qualified person, firm or corporation the privilege of operating as agent of the Commission or otherwise any airport controlled by the Commission or any part thereof or any part of the facilities or air navigation facilities thereto connected, provided that no person shall be granted any authority to operate an airport other than as a public airport; and the power to contract, lease or make other arrangements granting the privilege of using or improving said airport consistent with the purposes of this agreement and conferring the privilege of supplying goods, commodities, things, services or facilities at the airport for air navigation facility or making available services to be furnished by the Commission or its agents at the airport or air navigation facility; and the power to negotiate with, agree with and convey to the Department of Highways, Commonwealth of Virginia, such land and rights and privileges as may be required by said Department of Highways for the construction of highways; and the power to borrow money and give and execute a deed of trust on the land acquired by said Commission, with the written consent of the parties hereto. It is understood and agreed between the parties hereto it is the intention of this agreement that the parties hereto and any counties, cities or towns subsequently entering into this agreement shall in all respects each have and hold that proportionate interest which their financial participation bears to the entire amount of initial costs and operational participation, and that although the Town of Rural Retreat is a party hereto and has not as yet made any financial participation and that other counties, cities and towns may subsequently become parties hereto without financially participating that they would be entitled to no rights of ownership, management or operation under this agreement until such a time as they had participated financially and then as hereinbefore stated only to the same ratio their financial participation bears to the whole. The powers to sell, lease or otherwise dispose of any land, rights, equipment or facilities herein shall include the power to make, execute and deliver a deed or bill of sale therefor.

7. Any of the parties hereto may withdraw from this agreement by giving one year's notice to the Commission and to all other participating counties, cities and towns. At the end of said year the interest of the withdrawing party shall be fixed in the amount of its previous financial participation and thereafter it shall not be entitled to participate in any deficit thereafter. Said subdivision would not at that time be entitled to any reimbursement but only upon the sale, or abandonment as hereinafter provided in paragraph 8 or 12, it would receive its proportionate part of the proceeds based on the then financial participation by all of the subdivisions.
8. The acquisition of any lands, easements or rights and privileges under the provisions of this agreement are hereby declared to be public, governmental and municipal functions exercised for a public purpose and such lands, easements, rights and privileges so acquired and used by the Commission in the manner and for the purposes set out in this agreement are hereby declared to be acquired and used for public, governmental and municipal purposes.
9. The Commission shall prepare annually and submit to the parties hereto by March 1st a proposed budget showing the estimated revenues it may reasonably expect to receive for such year, and its estimated expenses for all purposes for such period. After approval of such budget by the parties hereto, the Commission shall be limited in its expenditures for such year to the estimated expenses shown therein; and shall not commit the parties hereto beyond appropriations actually made. All disbursements by the Commission shall be made by checks drawn by the Treasurer and approved by the Chairman, both of whom shall be bonded. The Commission shall keep proper records of its operations, transactions and meetings which records shall be open to inspection at all times by the parties hereto. It shall make a financial and factual progress report on March 1st of each year to each of the parties hereto, and at such other times as the parties hereto may require.
10. In serving on the Commission and when acting within the scope of the authority herein conferred, no member of the Commission shall be personally liable, nor shall any of the parties hereto be liable upon any suit or claim of any person contracting with the Commission or using the airport or its facilities or who may sustain loss or damage by the use of the airport or its facilities.
11. All funds from any source coming into the hands of the Commission are to be held and used by the Commission for the maintenance, operation, improvement and enlargement of an airport, air navigation facility or other facilities as provided herein; provided however whenever the Commission shall have surplus funds in an amount exceeding \$300,000.00, any such excess shall be paid to the parties hereto as next herein provided in regard to abandonment or liquidation.

12. In the event of abandonment of the airport and a resolution on the part of the Commission that it is not feasible to establish another airport, then the land, equipment and facilities will be sold by the Commission and the funds received therefrom repair to the parties hereto in the ratio of their financial participation in the establishment and maintenance of such airport.

13. If any provision of this agreement or the application thereof to any person or circumstance is held invalid, the remainder of this agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

WITNESS the signature of the parties hereto made by the Chairman of the Board of Supervisors of the County of Wythe, Virginia, and the Chairman of the Board of Supervisors of the County of Smyth, Virginia, and their signatures attested by the Clerks of their respective Counties, and the signature of the Mayors of the Town of Wytheville and the Town of Marion and the Town of Rural Retreat and their signatures attested by the respective Clerks of the Towns of Wytheville and Rural Retreat, and the Recorder of the Town of Marion.

ATTEST:

Clerk, Wythe County

COUNTY OF WYTHER, VIRGINIA

By _____
Chairman, Board of Supervisors

ATTEST:

Clerk, Smyth County

COUNTY OF SMYTH, VIRGINIA

By _____
Chairman, Board of Supervisors

ATTEST:

Clerk, Town of Wytheville

TOWN OF WYTHEVILLE

By _____
Mayor

ATTEST

Recorder, Town of Marion

TOWN OF MARION

By _____
Mayor

ATTEST:

Clerk, Town of Rural Retreat

TOWN OF RURAL RETREAT

By _____
Mayor

After a full discussion, the motion was voted upon and passed.

It was moved by Frank Neff and seconded by Noah Akers that the clerk be directed to issue a warrant to the Treasurer to draw a check upon the General Fund in the sum of Twenty-Five

Thousand Dollars (\$25,000.00) payable to such person as may have the title to property desired for an airport, upon presentation to the Treasurer of a good and sufficient deed conveying property which can be used as an airport to the Counties of Smyth and Wythe and the Towns of Wytheville, Marion, and Rural Retreat, or to such instrumentality as the Counties of Smyth and Wythe and the Towns of Wytheville, Marion and Rural Retreat may hereafter be authorized to establish and do establish to hold the title in their behalf.

After a full discussion, the motion was voted upon and passed.

THIS AGREEMENT, made and entered into this 7th day of November, 1986, by and between COUNTY OF WYTHE, the party of the first part; TOWN OF WYTHEVILLE, the party of the second part; and TOWN OF RURAL RETREAT, the party of the third part.

W I T N E S S E T H :

THAT WHEREAS, the County of Wythe, County of Smyth, Town of Wytheville, Town of Marion and Town of Rural Retreat have created as provided in Section 5.1-35 and 5.1-36, Code of Virginia of 1950, as amended, Smyth-Wythe Joint Airport Commission for the purpose of operating and controlling Mountain Empire Airport; and,

WHEREAS, an agreement is being entered into by the governing bodies referred to in the last preceding paragraph under the terms of which Wythe County, Town of Wytheville, and Town of Rural Retreat will be entitled to have three (3) members on the Smyth-Wythe Joint Airport Commission and, subject to the appropriation of each governing body, will contribute fifty per cent (50%) of any necessary financial contributions to the Smyth-Wythe Joint Airport Commission and County of Smyth and Town of Marion will be entitled to have three (3) members on the Smyth-Wythe Joint Airport Commission, and subject to the appropriation of each governing body, will contribute fifty per cent (50%) of any necessary financial contributions to the Smyth-Wythe Joint Airport Commission; and,

WHEREAS, the party of the first part, the party of the second part and the party of the third part wish to define how the three said members to the Smyth-Wythe Joint Airport Commission will be selected, the voting rights of each person

13 OF
70 & NAASE
L. 94. 24322

so selected and the per centage that each of the parties hereto, subject to the appropriation of such governing body, shall contribute to the total obligations of the parties hereto.

NOW, THEREFORE, in consideration of the premises the parties hereto mutually agree as follows:

(1) The County of Wythe, the party of the first part, the Town of Wytheville, the party of the second part, and the Town of Rural Retreat, the party of the third part, shall each be entitled to select by its governing body one (1) member to serve on the Smyth-Wythe Joint Airport Commission.

(2) The person selected by the governing body of each of the parties hereto shall each have one (1) vote on the Smyth-Wythe Joint Airport Commission.

(3) Subject to the approval and appropriation of each of the governing bodies of the parties hereto, the fifty per cent (50%) financial contributions to the Smyth-Wythe Joint Airport Authority shall be in the following proportions:

- (a) County of Wythe..... 68%
- (b) Town of Wytheville..... 28%
- (c) Town of Rural Retreat..... 4%

(4) Nothing in this Agreement shall in any way be construed to bind any of the parties hereto to make any financial contributions whatsoever to the Smyth-Wythe Joint Airport Commission.

(5) Except as herein otherwise provided, this Agreement shall remain in full force and effect and be binding upon the parties hereto until such time as one of the parties

to this Agreement withdraws from participation in the Smyth-Wythe Joint Airport Commission as provided under the terms of paragraph 7 of the Contract and Agreement entered into between all of the parties participating in said Commission dated the 27th day of June, 1958.

WITNESS the signatures of the parties hereto made by the Chairman of the Board of Supervisors of the County of Wythe, Virginia, and his signature attested by the Clerk of the County of Wythe, Virginia, and the signatures of the mayors of the Town of Wytheville and the Town of Rural Retreat and their signatures attested by the respective clerks of the Town of Wytheville and Rural Retreat.

ATTEST:

Billy R. Brown
Clerk
Wythe County, Virginia

COUNTY OF WYTHE, VIRGINIA

[Signature]
Chairman, Board of Supervisors

ATTEST:

Clerk
Wytheville, Virginia

TOWN OF WYTHEVILLE, VIRGINIA

Mayor

ATTEST:

Clerk
Rural Retreat, Virginia

TOWN OF RURAL RETREAT, VIRGINIA

Mayor

THIS AGREEMENT, made and entered into this 11th day of February, 1992, by and between COUNTY OF WYTHE, the party of the first part and TOWN OF WYTHEVILLE, the party of the second part.

W I T N E S S E T H :

THAT WHEREAS, the County of Wythe, County of Smyth, Town of Wytheville, Town of Marion and Town of Rural Retreat have created as provided in Section 5.1-35 and 5.1-36, Code of Virginia of 1950, as amended, Smyth-Wythe Joint Airport Commission for the purpose of operating and controlling Mountain Empire Airport; and,

WHEREAS, an agreement is being entered into by the governing bodies referred to in the last preceding paragraph under the terms of which Wythe county and the Town of Wytheville will be entitled to have three (3) members on the Smyth-Wythe Joint Airport Commission and, subject to the appropriation of each governing body, will contribute fifty percent (50%) of any necessary financial contributions to the Smyth-Wythe Joint Airport Commission and County of Smyth and Town of Marion will be entitled to have three (3) members on the Smyth-Wythe Joint Airport Commission, and subject to the appropriation of each governing body, will contribute fifty percent (50%) of any necessary financial contributions to the Smyth-Wythe Joint Airport Commission; and,

WHEREAS, the party of the first and the party of the second part wish to define how the three said members to the Smyth-Wythe Joint Airport Commission will be selected, the voting rights of each person so selected and the percentage that each of the parties hereto, subject to the appropriation of such governing body, shall contribute to the total obligations of the parties hereto.

NOW, THEREFORE, in consideration of the premises the parties hereto mutually agree as follows:

- (1) The County of Wythe, the party of the first part, shall be entitled to select by its governing body one (1) member to serve on the Smyth-Wythe Joint Airport Commission and the Town of Wytheville, the party of the second part, shall be entitled to select by its governing body two (2) members to serve on the Smyth-Wythe Joint Airport Commission.
- (2) The persons selected by the governing body of each of the parties hereto shall each have one (1) vote on the Smyth-Wythe Joint Airport Commission.
- (3) Subject to the approval and appropriation of each of the governing bodies of the parties hereto, the fifty percent (50%) financial contributions to the Smyth-

AGREEMENT SMYTH-WYTHE JOINT
AIRPORT COMMISSION
PAGE 2

Wythe Joint Airport Authority shall be in the following proportions:

- (a) County of Wythe.....68.44%
- (b) Town of Wytheville.....31.56%

- (4) Nothing in this Agreement shall in any way be construed to bind any of the parties hereto to make any financial contributions whatsoever to the Smyth-Wythe Joint Airport Commission.
- (5) Except as herein otherwise provided, this Agreement shall remain in full force and effect and be binding upon the parties hereto until such time as one of the parties to this Agreement withdraws from participation in the Smyth-Wythe Joint Airport Commission as provided under the terms of paragraph 7 of the Contract and Agreement entered into between all of the parties participating in said Commission dated the 27th day of June, 1958.

WITNESS the signatures of the parties hereto made by the Chairman of the Board of Supervisors of the County of Wythe, Virginia, and his signature attested by the Clerk of the County of Wythe, Virginia, and the signatures of the mayors of the Town of Wytheville attested by the clerks of the Town of Wytheville.

ATTEST:

Billy R. Brewer
Clerk
Wythe County, Virginia

COUNTY OF WYTHE, VIRGINIA

D. Under Keely, Jr.
Chairman, Board of Supervisors

ATTEST:

Walter P. Caswell
Clerk
Wytheville, Virginia

TOWN OF WYTHEVILLE, VIRGINIA

Walter P. Caswell
Mayor

CONTRACT AND AGREEMENT
BY AND BETWEEN THE COUNTIES OF
WYTHE AND SMYTH
AND THE TOWNS OF
WYTHEVILLE AND MARION, VIRGINIA

This contract amendment made and entered into this 25th day of September, 1995, by and between the County of Wythe, Virginia; the Town of Wytheville, Virginia; the Town of Rural Retreat, Virginia; the County of Smyth, Virginia; and the Town of Marion, Virginia, for the purpose of amending contract and agreement made and entered into among the parties dated the 27th day of June, 1958, which was duly amended on the 24th day of November, 1986.

WITNESSETH

WHEREAS, the parties hereto have heretofore entered into the above agreement and amendment thereto, and certain matters now require amendments to the original agreement and the amendment of that agreement referred to above.

NOW, THEREFORE, the parties, by action of their respective governing bodies, duly approved, do hereby agree as follows:

1. The Town of Rural Retreat has withdrawn from the undertaking entered into between the parties, and it is agreed herein that any reference contained to the Town of Rural Retreat, Virginia, in either the agreement dated the 27th day of June, 1958, or the amendment thereto dated the 24th day of November, 1986, are herewith deleted.

2. The parties agree that the name of the Commission, and the definition thereof shall hereafter be as follows:

"Commission" shall mean the Smyth-Wythe Airport Commission, a joint Commission of the counties of Smyth and Wythe and the towns of Marion and Wytheville, Virginia.

3. At any place in the original agreement of June 27, 1958, or the amendment thereto dated the 24th day of November, 1986, where the name of the Commission appears as the Smyth-Wythe Joint Airport Commission, the name shall hereafter be stated and be "Smyth-Wythe Airport Commission".

4. The manner of appointment of Board members to the Commission, addressed in Paragraph 1 of the amendment dated the 24th day of November, 1986, is herewith changed to eliminate the power of the Town of Rural Retreat, Virginia, to participate in the selection process, and the intention of the parties expressed in that paragraph shall continue with the participating jurisdictions in Wythe County (the County of Wythe and the Town of Wytheville, Virginia) and Smyth County (the County of Smyth and the Town of Marion, Virginia) shall hereafter make appointments to the Commission.

5. Except as modified herein, the original agreement of June 27, 1958, and the amendment of November 24, 1986, shall continue in full force and effect.

WITNESS the signatures of the parties hereto made by the Chairman of each respective Board of Supervisors and the Mayor of each respective Town, and attested by their Clerk's in their representative capacity.

WITNESS the following signatures and seals:

ATTEST:

Billy L. Brewer
Clerk
Wythe County, Virginia

COUNTY OF WYTHE, VIRGINIA
Mark D. Murray
Chairman, Board of Supervisors

ATTEST:

Kenneth C. Dolt
Clerk
Smyth County, Virginia

COUNTY OF SMYTH, VIRGINIA
Joseph E. Hayton
Chairman, Board of Supervisors

ATTEST:

Marion P. Cassell
Clerk
Wytheville, Virginia

TOWN OF WYTHEVILLE, VIRGINIA
Maguire S. King
Vice-Mayor

ATTEST:

Leticia O. Sheets
Recorder
Marion, Virginia

TOWN OF MARION, VIRGINIA
Marshall E. Gray
Mayor

ATTEST:

Clerk
Rural Retreat, Virginia

TOWN OF RURAL RETREAT, VIRGINIA

Mayor