

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Transfer and Assignment of Hangar A-1 Lease

DATE: 01/04/2021

BUDGET INFORMATION:

ANNUAL-
CAPITAL-

(X) RECOMMENDATION
() POLICY DISCUSSION
() STATUS REPORT
() OTHER

COMMISSION ACTION REQUESTED ON: January 20, 2021

PURPOSE: To seek approval from the Board of Commissioners for County Manager Alicia Vaughn to authorize the transfer of Hangar A-1's lease from Douglas W. McDonald, Sr. to Stefan Kuehnert on behalf of the Board.

BACKGROUND / HISTORY: The lease for hangar A-1 that was originally entered into by Mr. Anthony Sosebee on January 1, 2004 states in Article XI, section "a": "Lessee shall have the right with prior written consent of Lessor (County) to assign this lease, and any obligations and interest therein, provided each assignee assumes in writing all Lessee's obligations under this lease." This lease was transferred from Mr. Anthony Sosebee to Mr. Lamar Coleman on April 11, 2007 and then from Mr. Lamar Coleman to Mr. Douglas W. McDonald, Sr. on October 2, 2009. Mr. Douglas W. McDonald, Sr now wishes to transfer the lease along with his rights and responsibilities to hangar A-1 to Mr. Stefan Kuehnert and both parties have signed and provided the Transfer and Assignment needed to do so. The approval of the Airport Commission and signature of the County Manager are necessary to execute this transfer. The Airport Commission approved this transfer at their January 10, 2022 meeting. Approval is being sought from the Board of Commissioners to allow for County Manger Alicia Vaughn to authorize this transfer on behalf of the Board.

FACTS AND ISSUES:

- 1) The lease for hangar G-5 was originally entered into by Mr. Anthony Sosebee on January 1, 2004 and it gives the right with prior written consent of the Lessor (County) for the Lessee to assign the lease, and any obligations therein, provided each assignee assumes in writing all the Lessee's obligations under the lease.
 - 2) The lease was then transferred from Mr. Anthony Sosebee to Mr. Lamar Coleman on April 11, 2007.
 - 3) The lease was then transferred from Mr. Lamar Coleman to Mr. Douglas W. McDonald, Sr on October 2, 2009.
 - 4) The current request is that this lease be further transferred from Mr. Douglas W. McDonald, Sr. to Mr. Stefan Kuehnert including all rights and responsibilities contained within the lease agreement originally executed to the benefit of Mr. Anthony Sosebee on January 1, 2004.
 - 5) The approval of the Airport Commission and signature of the County Manager are necessary to execute this Transfer and Assignment.
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- 6) The Airport Commission has already approved the transfer at their January 10, 2022 meeting.
 - 7) Approval is being sought from the Board of Commissioners to allow for County Manager Alicia Vaughn to authorize this transfer on behalf of the Commission.
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OPTIONS:

- 1) Approve recommendation
 - 2) Deny recommendation
 - 3) Commission defined alternative
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RECOMMENDED SAMPLE MOTION: "I move to approve County Manager Alicia Vaughn to authorize the transfer and assignment of hangar A-1's lease and its associated rights and responsibilities from Mr. Douglas W. McDonald, Sr. to Mr. Stefan Kuehnert on behalf of the Board of Commission"

DEPARTMENT:

Prepared by: Brandalin D. Carnes

Director: _____

**ADMINISTRATIVE
COMMENTS:**

County Manager

DATE: _____

Habersham County Airport Commission

Meeting Minutes

January 10, 2022 at 9:00 a.m.

Habersham Airport Terminal Building
1112 Airport Rd. Cornelia, GA 30531

The Habersham County Airport Commission held a public meeting on Monday, January 10, 2022, at 9:00 a.m. in the conference room in the Habersham County Airport Terminal Building, located at 1112 Airport Rd, Cornelia, GA 30531.

Members Present: Ken Schubring, Greg Caudell, D. Higgins & Lawrence Bridges, Chris Limbach

Members Absent: none

Others Present: County Staff, Members of the Public and Media.

Call to Order: Ken Schubring called the meeting to order at 9:00 a.m.

Invocation and Pledge: Brenda Reed gave the invocation and led the pledge of allegiance.

Adoption of Agenda: Motion by D. Higgins, seconded by Lawrence Bridges and voted unanimously to adopt the agenda.

Approval of Minutes (December 6, 2021, Regular Meeting): Motion by D. Higgins, seconded by Greg Caudell and voted unanimously to approve the minutes of the December 6, 2021 meeting.

Approval of Minutes (December 17, 2021, Work Session): Motion by Greg Caudell, seconded by Lawrence Bridges and voted unanimously to approve the minutes of the December 17, 2021 work session.

Financials: Habersham County Airport Financials dated December 31, 2021, were presented by Interim County Manager Alicia Vaughn. Year to date represented 50% of the fiscal year, therefore expenditures should be less than or equal to 50% and revenue should be at 50% minimum. The actual revenues that were collected were 61% of what was budgeted, and the actual expenses were 47% of what was budgeted. The bank account balance is \$249,815. Total revenues, less total expenses, is \$102,047.

Approval of Financials: Motion by Greg Caudell, seconded by D. Higgins and voted unanimously to approve the December 31, 2021 financials.

Reports:

Blue Sky Aviation: Fuel Sales and Issues: Brenda Reed, Blue Sky Aviation, reported that in the month of December 2021 they sold 5,677 gallons of Low Lead fuel and 2,810 gallons of Jet Fuel, for a total of 8,487 gallons of fuel sold. Inventory for both low lead and jet fuel is good. Michelle Curcio said that there are several lights on the runway and other areas that are out. Brenda said they would do a nighttime fly-in to check the lights because they are very difficult to see in the daytime, so sometimes they don't know the lights are out unless someone tells them. Ken asked Brenda if there have been any trucking issues or delays in receiving fuel and Brenda replied that there is about a week delay now. Fuel prices continue to rise, with low lead currently at \$4.95 and jet fuel at \$4.45 per gallon.

Airport Update: Phil Eberly with Lead Edge Design Group gave the Airport Update. He requested a vote to be taken to move forward with the ROFA and Runway Overlay projects. Once approved by the Board of Commissioners, applications for funding will be submitted to the FAA. We should have an answer on funding from the FAA by mid-2022. The board also needs to vote to recommend their support to Lead Edge to begin design and plan work on proposed box and t-hangars.

Motion by Greg Caudell, seconded by Chris Limbach and voted unanimously to approve recommendation to the Board of Commissioners to submit applications to the FAA for funding of ROFA and Runway Overlay projects.

Motion by Chris Limbach, seconded by Greg Caudell and voted unanimously to allow Lead Edge to prepare a proposal and cost estimates for design and construction of two t-hangars and one 3- or 4-under one roof box hangar.

Airport Business Park Update: none

Old Business: Consider/approve recommendation to amend current land leases to allow commercial business in existing hangars – There were questions regarding why this item is on the agenda because the board thinks this item has already been voted on. Michelle Curcio asked why voting on her single service application isn't on the agenda? Because at the previous meeting, she expressed interest in leasing a new box hangar to run her business out of instead of amending her current lease to allow her to run her business from her existing hangar. The deputy clerk will review previous meeting minutes to determine if this item was previously voted on. Consider/vote to approve Michelle Curcio's application will be added to the February agenda.

New Business:

Election of Officers for 2022 – Chairman, Vice-Chairman, Secretary

Chairman Ken Schubring turned the meeting over to county attorney Ralph Taylor to conduct the election of officers.

Mr. Taylor opened the floor for nominations for Chairman. D. Higgins nominated Ken Schubring to remain as Chairman. Lawrence Bridges seconded the nomination. With no further nominations, Mr. Taylor asked for a motion to close nominations. Motion by Greg Caudell, seconded by Chris Limbach and voted unanimously to close nominations. Mr. Taylor called for the election of Ken Schubring as Chairman, voted unanimously to elect Ken Schubring as the Airport Commission Chairman for 2022.

Mr. Taylor opened the floor for nominations for Vice-Chair. Ken Schubring nominated Lawrence Bridges. D. Higgins seconded the nomination. With no further nominations, Mr. Taylor asked for a motion to close nominations. Motion by D. Higgins, seconded by Chris Limbach and voted unanimously to close nominations. Mr. Taylor called for the election of Lawrence Bridges as Vice-Chair, voted unanimously to elect Lawrence Bridges as the Airport Commission Vice-Chair for 2022.

Mr. Taylor opened the floor for nominations for Secretary. D. Higgins nominated Greg Caudell to remain as Secretary. Chris Limbach seconded the nomination. With no further nominations, Mr. Taylor asked for a motion to close nominations. Motion by D. Higgins, seconded by Lawrence Bridges and voted unanimously to close nominations. Mr. Taylor called for the election of Greg Caudell as Secretary, voted unanimously to elect Greg Caudell as the Airport Commission Secretary for 2022.

Consider/Approve Transfer of Hangar G-5 from Franklin Brown to Doug McDonald -

Motion by Greg Caudell, seconded by Chris Limbach, and voted unanimously to approve transfer of hangar G-5 from Franklin Brown to Doug McDonald.

Consider/Approve Transfer of Hangar A-1 from Doug McDonald to Stefan Kuehnert -

Motion by Greg Caudell, seconded by Chris Limbach, and voted unanimously to approve transfer of hangar A-1 from Doug McDonald to Stefan Kuehnert.

Consider/Approve Contract for Herbicide Spraying – Motion by Greg Caudell, seconded by Chris Limbach and voted unanimously to approve the herbicide contract for the period of April 2022 through March 2023, based on an annual cost of \$9,826 for three years and the option to cancel service every year.

Public Comments (limited to 3 minutes)

Adjournment

The next meeting is Monday, February 7th, 2022, in the Commissioners Conference Room in the Habersham County Administration Building located at 130 Jacob's Way, Clarkesville, GA.

Motion by D. Higgins, seconded by Greg Caudell, and voted unanimously to adjourn the meeting at 10:13 a.m.

Ken Schubring, Chairman

Greg Caudell, Secretary



McDonald & Cody, LLC

ATTORNEYS AT LAW

North Office:

383 U.S. Highway 441 Business
P. O. Box 396
Cornelia, Georgia 30531
O: 706.778.7178
F: 706.776.6371
www.mcdonaldcody.com

North Office:

Douglas W. McDonald, Sr.
P. Gerald Cody, Jr., LLC

January 4, 2022

HAND-DELIVERED:

Alicia Vaughn, Interim County Manager
Brandi Carnes, Habersham County Clerk
Habersham County, Georgia

RE: Hangar 1A, Habersham County Airport

Please find attached Transfer and Assignment documents from me to Stefan Kuehnert. Hopefully, you will find everything in order. Please place this matter on the Agenda for the January 10, 2022 Habersham County Airport Commission regular monthly meeting, for approval. If you have any questions, please let me know. My cell number is 706-499-8929.

Best wishes,

Douglas W. McDonald, Sr.

DMCDSr:dd
Enclosure

STATE OF GEORGIA
COUNTY OF HABERSHAM

TRANSFER AND ASSIGNMENT OF HANGAR LEASE

This Transfer and Assignment of Hangar Lease is entered into between Douglas W. McDonald Sr., P.O. Box 396, Cornelia, Ga. 30531, Assignor, and Stefan Kuehnert, 770 Shirley Grove Rd., Clarkesville, Ga., 30523, Assignee.

WHEREAS, on January 1, 2004, Habersham County, as Lessor and entered into a certain Lease Agreement with Anthony Sosebee for Hangar 1A ("Lease Agreement"); and

WHEREAS, a true and correct copy of said Lease Agreement being attached hereto as Exhibit "A"; and

WHEREAS, Anthony Sosebee transferred the Hangar 1A Lease Agreement to Lamar Coleman on April 11, 2007, per Bill of Sale, a true and correct copy of same being attached hereto; and

WHEREAS, Lamar Coleman transferred the Hangar 1A Lease Agreement to Douglas W. McDonald, Sr., on October 2, 2009, a true and correct copy of same being attached hereto; and

WHEREAS, Douglas W. McDonald, Sr., has been in open, notorious, continuous and peaceable use of said Hangar 1A since October 2, 2009; and

WHEREAS, Habersham County has consented to the aforesaid transfers; and

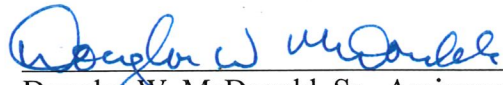
WHEREAS, Douglas W. McDonald, Sr., desires to transfer the Hangar 1A Lease Agreement to Stefan Kuehnert, 770 Shirley Grove Rd., Clarkesville, Ga. 30523, and Stefan Kuehnert has agreed to accept the transfer and assignment of the Hangar 1A Lease Agreement;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and adequacy of which are acknowledged by the parties, the parties hereto agree as follows:



- 1) Assignor does hereby transfer and assign all his rights and interest in and to the Hangar 1A Lease Agreement to Assignee, Stefan Kuehnert.
- 2) The effective date of this Transfer and Assignment shall be the date it is signed by the County Manager.
- 3) Assignee does hereby acknowledge that Assignee is familiar with the terms of the Habersham County Airport Rules and Regulations and that Assignee's use of said hangar is subject to said Rules and Regulations.
- 4) This Transfer and Assignment of Hangar Lease shall be interpreted under the laws of the State of Georgia.

This 4th day of January, 2022.



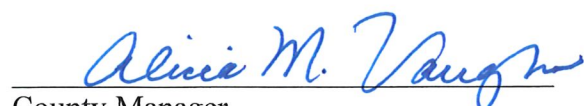
Douglas W. McDonald, Sr., Assignor



Stefan Kuehnert, Assignee

EXECUTED AND APPROVED BY:
COUNTY MANAGER:

January 20th, 2022.



County Manager
Habersham County, Georgia.

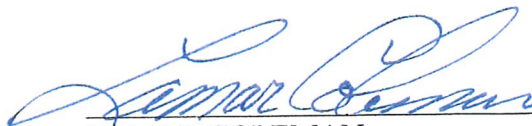


GEORGIA, HABERSHAM COUNTY

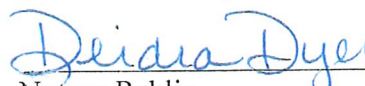
ASSIGNMENT

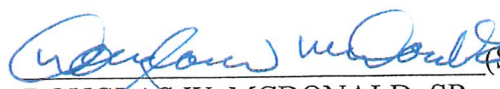
COMES NOW the undersigned, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and hereby assigns to Douglas W. McDonald, Sr., P. O. Box 396, Cornelia, Habersham County, Georgia, all the undersigned's right, title, interest and control to Hangar 1A at the Habersham County Airport located in Baldwin, Georgia. The undersigned does hereby certify that he has fee simple title to the assigned interest. Said interest is that interest acquired by Lamar Coleman from Anthony Sosebee on April 11, 2007, a true and correct copy of said assignment being attached hereto and incorporated herein, entitled "BILL OF SALE" as Exhibit "A". A true and correct copy of said interest acquired by Anthony Sosebee from Habersham County, Georgia, is attached hereto and incorporated herein by reference, as Exhibit "B".

This 2nd day of October, 2009.

 (SEAL)
LAMAR COLEMAN

Executed in the presence of:


Notary Public
My Comm. Expires: 04-02-2011

 (SEAL)
DOUGLAS W. MCDONALD, SR.



BILL OF SALE

Anthony Sosebee (seller) of Clermont, GA, does assign to Lamar Coleman (purchaser) of Cornelia, GA the following:

All rights and interest in the Lease for Hangar 11 in the Habersham County Airport.

Original Lease signed the 1st day of January, 2004 for a 20 year lease. Proper documents to transfer Lease from Seller to Purchaser will be processed by Anthony Sosebee.

This 11 th day of April, 2007.


Anthony Sosebee

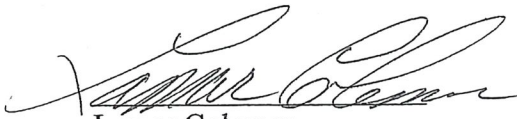

Lamar Coleman

EXHIBIT A



LEASE AGREEMENT

This lease is made and entered into this 1st day of January, 2004, at Clarksville, Georgia by and between Habersham County, the "Lessor" and Anthony Sosebee, the Lessee.

ARTICLE 1. DEMISE, DESCRIPTION, USE TERM AND RENT

Lessor leases to Lessee, and Lessee leases from Lessor that certain property, hereinafter called the "leased property" situated in Habersham County and described as follows:

HANGAR 1A in HABERSHAM COUNTY AIRPORT

To be used only for the storage of aircraft and in accordance with uses normally incident thereto and for no other purpose for the term of twenty (20) years commencing on January 01, 2004, and ending on December 31, 2024, annual rental of \$1.00 payable as specified in Article 2. Further, Lessee shall not store any fuel, flammable materials, or any other hazardous materials within the hangar.

ARTICLE 2. RENT

Lessee shall pay Lessor through Habersham County Board of Commissioners, 555 Monroe Street, Unit 20, Clarksville, Georgia 30523, the annual sum of one dollar (\$1.00) and other valuable considerations due and payable in advance on the 1st day of the lease agreement and every anniversary of same thereafter.

ARTICLE 3. LIABILITY/RISK COVERAGE

Lessor agrees to and shall, maintain during the entire term of this lease, coverage on the leased property through a risk management agreement, self-insurance, or any other type of liability coverage, deemed appropriate by the Lessor. This coverage shall be limited to the leased property and shall not include any contents within or on the leased property belonging to Lessee or any third party.

ARTICLE 4. UTILITIES

Lessee shall during the term hereof pay all charges for telephone, gas electricity, sewage and water used in or on the leased premises and for the removal of rubbish therefrom immediately on becoming due and shall hold Lessor harmless for any liability therefor.

ARTICLE 5. WASTE AND NUISANCE

Lessee shall not commit, or suffer to be committed any waste on the leased premises nor shall he maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose.

EXHIBIT B

Anthony Sosebee
CS

ARTICLE 6.

REPAIRS

Lessee shall pay to Lessor an annual maintenance fee of sixty dollars (\$60.00). Fee shall be held in escrow during the term of the lease and used as needed by the Lessor to maintain the leased premises in condition fit for their intended use and to make necessary repairs.

ARTICLE 7.

PERMITTED USES

As to Lessee's personal aircraft, Lessee shall be allowed to perform all maintenance permitted by the FAA Rules and Regulations, as amended for non-certified personnel. Further, within the confines of the subject hangar and on the personal aircraft of Lessee, Lessee may contract for maintenance and repair of aircraft with FAA approved personnel and pursuant to FAA Rules and Regulations as amended. Maintenance and repair shall include but not be limited to annual inspection, general repairs, any repairs necessitated by the FAA personnel following inspection, or any AD requirements for the subject aircraft. The right of the Lessee to perform said maintenance and repairs in accordance with FAA Rules and Regulations as amended is an essential term of this lease. However, Lessee shall not allow within the confines of the hangar any maintenance or repair on any aircraft not owned or jointly owned by Lessee. This paragraph is not intended to allow a Lessee to establish a repair or maintenance shop within any hangar. Lessee shall hold County harmless for any repairs or maintenance performed on the subject aircraft and the County shall in no way be responsible for said work. By executing this agreement, Habersham County does not recognize the qualifications of any owner to conduct maintenance on his or her aircraft nor passes on the sufficiency of any mechanic or certified FAA personnel retained by owner for maintenance and repair.

ARTICLE 8.

ALTERATIONS, IMPROVEMENTS AND FIXTURES

Lessee shall have the right to improve, add to or alter the leased premises and to install fixtures thereon, subject to the approval of the Airport Commission, provided however, that he shall not remove any such improvements, additions, alterations, or fixtures without the prior written consent of Lessor, and provided, further, that on expiration or sooner termination of this lease, all improvements, including fixtures and any addition, alteration, or repair to the premises placed on or made to the premises by Lessee during the term, shall revert to and become the absolute property of Lessor, free and clear of any claims against them by Lessee or any third person, and Lessee agrees to hold Lessor harmless from any claims that may be made against such improvements by any third persons. Any fixtures deemed necessary to be removed by the County shall be removed at the expense of Lessee.

Dennis
C

ARTICLE 9.

INSPECTION BY LESSOR

Lessee shall permit Lessor, his agents and assigns, the Habersham County Airport Commission and its agents and assigns to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the premises.

ARTICLE 10.

OPTION TO EXTEND AND HOLD OVER

- a. Lessee is hereby granted and shall, if not in default under this Lease, have an option to extend the term of this Lease for a consecutive annual period not to exceed 5 years. The rent for the hangar shall be equal to the going market rate for hangars at the time of the renewal of each lease term. The market rate shall be established as the rate charged for a similar square footage hangars in similar sized airports in Georgia. The lease shall be renewed under the same terms and conditions herein with the exception of the lease period and rent which shall be payable monthly and in advance on the 1st day of the month.
- b. This option shall be exercised only by Lessee's delivering to Lessor in person or by United States registered or certified mail on or before December 31, 2024
Written notice of this election to extend the term of this lease as herein provided.
- c. In the event Lessee does not extend term of this lease as herein provided, and such holds over beyond the expiration of the term hereof, such holdings over shall be payable on the first day of each and every month thereafter until the tenancy is terminated in a manner provided by law.

ARTICLE 11.

ASSIGNMENT AND SUBLEASE

- a. Lessee shall have the right with the prior written consent of Lessor to assign this lease, and any interest therein, provided each assignee assumes in writing all Lessee's obligations under this lease.
- b. Lessee shall have the right without the prior written consent of Lessor to sublet the Leased premises or any part thereof and Lessee shall remain liable for each and every Obligation under this lease.



ARTICLE 12.

MISCELLANEOUS

- a. Lessee will be subject to rules and operating conditions as set up by the Habersham County Airport Commission. Any changes in rules and regulations by the Habersham County Airport Commission shall be presented for review by lessee at least 10 days prior to adoption by the Commission.
- b. If Lessor shall convey title to the demised property pursuant to a sale or exchange of property, the Lessor shall not be liable to Lessee or any immediate or remote assignees or successor of Lessee as to any act or omission from and after such conveyance.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

Signed and acknowledged
in the presence of:

LESSOR
Habersham County (SEAL)

By [Signature]

Witness

[Signature]

Notary Public
(Seal)

My Commission Expires March 18, 2006

Attest [Signature]

Signed and acknowledged
In the presence of:

Witness
~~LESSEE~~

[Signature]

Witness

[Signature] (SEAL)

[Signature]

Notary Public
(SEAL)

My Commission Expires Sept 18, 2007

Lessee

[Signature] seal

[Signature]

