Walker Field Airport Authority

Minutes of the Special Board Meeting

May 29, 1996

ORIGINAL

BOARD COMMISSIONERS PRESENT:

Dale Hollingsworth

David Graham

Martin O'Boyle

Robert McCormick

James Richards

Larry Jokerst

AIRPORT STAFF PRESENT:

Corinne Nystrom

Dennis Wiss

Susan Stokes

ALSO PRESENT: Miles McCormack of Confederate Air Force, Ron Rouse of Colorado Airlines, Diane Gibson of West Star Aviation, and Roger Fischer and Pat Carroll, Jr. of Timberline Aviation.

I. CALL TO ORDER

Chairman Hollingsworth called the meeting to order at 12:03 p.m. A quorum was present. Commissioner Morris was not present.

II. PUBLIC COMMENTS

No public comments.

III. TIMBERLINE GROUND SERVICES LEASE AGREEMENT

Interim Airport Director Nystrom provided a brief overview of the proposed agreement, noting that all terms are contingent upon an agreement being signed between Colorado Airlines and Timberline Ground Services. Colorado Airlines would terminate their lease agreement with WFAA and Timberline would incorporate the property into their lease. The agreement between Colorado Airlines and Walker Field Airport Authority (WFAA) will not be terminated until the agreement between Colorado Airlines and Timberline has been finalized. Commissioner Graham asked if WFAA would realize some monetary benefit from granting Timberline a First Right of Refusal on adjacent land. Discussion followed. Commissioner O'Boyle asked if Timberline would handle the paperwork for their fuel flowage offsets; Interim Airport Director Nystrom responded, yes.

Commissioner McCormick moved to accept/approve the agreement with Timberline Ground Services contingent upon certain items noted by Interim Director Nystrom being completed, and to authorize Chairman Hollingsworth to sign the agreement. Commissioner Richards seconded. Roll call: all ayes.

Commissioner McCormick moved to approve termination of the agreement between Colorado Airlines and WFAA contingent upon completion of an agreement between Colorado Airlines and Timberline, and to authorize Chairman Hollingsworth to sign the termination agreement. Commissioner Richards seconded. Roll call: all ayes.

IV. ADJOURNMENT

Chairman Hollingsworth set a date for a Board Workshop: June 13, 1996 at 5:15 p.m. at the airport. Commissioner Graham asked for an Executive Session at a future meeting to discuss personnel matters; an Executive Session will be set for the June Regular Board Meeting.

The meeting ended at 12:33 p.m.

ADOPTED AND PASSED THIS 25th DAY	OF <u>June</u> , 199	96
ATTEST:	Mele & Thele general	01
Susan Stokes, Deputy Clerk	Chairman	

FEE AGREEMENT

THIS AGREEMENT is made between the law firm of McMICHAEL, BURLINGAME, MULTZ & LIPTON, and you, our Client: Walker Field Airport Authority.

RETAINER

THIS ACKNOWLEDGES RECEIPT of your retainer in the amount of \$\frac{OPEN}{OPEN}\$. The amount of the retainer is based upon an estimate of the time and effort involved in working on your case, filing appropriate motions, and negotiating and attempting to obtain the best possible disposition of your case. If any portion of the retainer is not "earned" by us, by way of costs or fees, then it shall be refunded to you at the termination of the case. It is understood that the retainer will not earn any interest and that we shall have our bank pay any earned interest to the Colorado Lawyer Trust Account Foundation Fund.

BILLING PROCEDURES

OUR TIME IS BILLED at the following hourly rate: \$160.00 (out of Court) \$180.00 (in Court) against your retainer. You will also be responsible for all service fees, travel expenses, court costs, and other charges incurred. You will receive a monthly retainer statement. After your retainer has been exhausted, we will send you an invoice at the end of each month or require that an additional retainer sum be deposited at our option. Your bill must be current before we will appear at any final hearing or proceed further on your behalf. By signing this Fee Agreement you promise to pay all attorneys' fees, expenses and costs when billed to you. You are also responsible for collection expense (court costs and attorneys' fees) in the it becomes necessary for our office to seek enforcement of this Fee Agreement against you. Interest may be assessed at the rate of 1.5% per month on all amounts 30 days past due.

TOTAL COST

Based upon the facts as we currently understand them, we ESTIMATE our total fees in your case to range from approximately \$ OPEN to \$ OPEN (these sums are only estimates). Your final bill will depend upon the amount of litigation and effort involved. If the matter goes to trial, there is normally extensive preparation and time involved. Any unforeseen problems that may arise during the pendency of the case will also increase your fees and costs. And, the estimate does not include appeals.

WITHDRAWAL

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