

IN THE CHANCERY COURT FOR ROBERTSON COUNTY, TENNESSEE

WINGNUTS AVIATION, LLC)

Plaintiff,)

v.)

SPRINGFIELD, TENNESSEE; ROBERTSON)
COUNTY, TENNESSEE;)
SPRINGFIELD/ROBERTSON COUNTY)
JOINT AIRPORT BOARD; HENRY "HAWK")
RUTH; AND KRISTIN BUTTKE,)

Defendants.)

No. CH 19-CV-6

Jury Requested

FILED
CLERK & MASTER ROBERTSON CO. TN

JAN 07 2019

AT _____ O'CLOCK _____ M
ROSEMARY E. PHILLIPS
BY _____

VERIFIED COMPLAINT, PETITION FOR WRIT OF CERTIORARI
AND INJUNCTIVE RELIEF

Comes now Plaintiff, Wingnuts Aviation, LLC ("Wingnuts"), and files this Verified Complaint, Petition for Writ of Certiorari and Injunctive Relief, pursuant to Tennessee Code Annotated Sections 29-14-101, *et seq.*, 27-8-104, 27-9-101, and 27-9-102, and Rules 57 and 65.04 of the Tennessee Rules of Civil Procedure, seeking declaratory relief, a temporary injunction, damages, and other general and specific relief. Wingnuts would show the Court as follows:

I. PARTIES

1. Wingnuts is a Tennessee limited liability company located doing business at 4432 Airport Road, Springfield, Tennessee 37172.

2. Springfield, Tennessee ("Springfield") is a municipal corporation created by the State of Tennessee and it serves as the County Seat for Robertson County, Tennessee. Springfield, Tennessee may be served through its City Attorney, Christina Bartee or its City Manager, Regina Holt.

3. Robertson County, Tennessee ("the County") is a county governmental entity organized and existing under the laws of the State of Tennessee. Robertson County, Tennessee may be served through its County Attorney, Clyde Richert III, or its County Mayor, Billy Vogle.

4. Springfield and the County jointly own the Springfield/Robertson County Airport ("the Airport"). The Springfield/Robertson County Joint Airport Board ("the Board") has jurisdiction over the Airport. Springfield, the County, and the Board are necessary and proper parties to any petition for writ of certiorari to review the Board's actions. The City of Springfield may be held vicariously liable and legally responsible for the actions taken by the Board. Robertson County may be held vicariously liable and legally responsible for the actions taken by the Board.

5. Henry "Hawk" Ruth ("Mr. Ruth") is a member of and serves as the Chairman of the Board. Mr. Ruth, as Chairman of the Board, is an agent of and represents Springfield and the County. At all times material to the averments herein, Mr. Ruth was acting in his capacity as the Chairman of the Board. Mr. Ruth is a citizen and resident of Robertson County, Tennessee. Mr. Ruth may be served with process at 3955 Highway 49 West, Springfield, Robertson County, Tennessee 37172.

6. Kristin Buttke ("Ms. Buttke") is a former employee of Wingnuts. Actions committed by Ms. Buttke giving rise to the claims averred herein were committed in Robertson County, Tennessee. Ms. Buttke may be served with process at 1028 Cindy Jo Court, Clarksville, Tennessee 37040.

II. JURISDICTION AND VENUE

7. In addition to the injunctive relief, compensatory, punitive, and other damages, and other relief Wingnuts seeks herein, Wingnuts also seeks relief in the form of a declaratory judgment to determine the respective rights and liabilities of certain parties under the Lease and

F.B.O. Management Agreement (“the Agreement”) by and between Wingnuts and the Board. A true and correct copy of the Agreement is attached hereto as Exhibit A and is incorporated herein by reference.

8. This Court has jurisdiction over Wingnuts’ action pursuant to Tennessee Code Annotated Section 29-14-102, 27-8-104, 27-9-101, and 27-9-102, and venue is proper in this Court pursuant to Tennessee Code Annotated Section 20-4-101.

III. FACTS

9. Anna Ferraraccio and Chris Ferraraccio, d/b/a Wingnuts Aviation and Wingnuts Aviation, LLC, and the Board entered into the Agreement effective as of February 13, 2014. The term of the Agreement was from February 13, 2014 until February 12, 2019, with a five (5)-year extension ending February 12, 2024. The Agreement provides that “Any renewals after 2024 shall be subject to the agreement of both parties and upon terms and conditions as they may then determine.” (emphasis added).

10. The Agreement provides that, on payment of the rent and performance of the covenants and agreements on the part of Wingnuts to be performed under the Agreement, Wingnuts shall peaceably hold and enjoy the leased premises and all the rights and privileges of the Airport, its appurtenances and facilities as set forth in the Agreement.

11. Wingnuts has complied with all terms of the Agreement as set forth in the Agreement.

12. On December 11, 2018, Wingnuts exercised its rights under the Agreement to renew the Agreement term for an additional five years ending February 12, 2024. A true and correct copy of Wingnuts’ written notice of its intent to renew the Agreement is attached hereto as Exhibit B and is incorporated herein by reference.

13. On December 12, 2018, the Board rejected Wingnuts' exercise of its right to renew the Agreement to February 24, 2024. A true and correct copy of the letter from the County Attorney for Robertson County (the "Non-Renewal Letter") is attached hereto as Exhibit C and is incorporated herein by reference. The Non-Renewal Letter states the bases for the Board's action.

14. Paragraph 7 of the Agreement states the specific grounds upon which the Board may terminate the Agreement.

15. The Agreement provides that the Board is required to give Wingnuts a thirty-day written notice of breach of the Agreement and an opportunity to cure such noticed breach of the Agreement if Wingnuts "failed to perform, keep and observe any of the terms, covenants or conditions" of the Agreement.

16. Prior to December 12, 2018, the Board never gave Wingnuts a thirty-day written notice that it had "failed to perform, keep and observe any of the terms, covenants or conditions" of the Agreement, or had otherwise breached the Agreement.

17. The Board decided to deny Wingnuts' right to renew the Agreement, based on an alleged finding that there had not been "satisfactory performance", without giving Wingnuts thirty days to cure any alleged failure "to perform, keep and observe any of the terms, covenants or conditions" set forth in the Agreement.

18. Wingnuts has amassed a base of clients at the Airport through its goodwill and reputation as a business that provides good and valuable services within the aviation industry. Wingnuts has increased the annual number of operations at the Airport during the term of the Agreement. Wingnuts has increased fuel sales at the Airport during the term of the Agreement. Wingnuts has increased the number of hangar tenants at the Airport during the term of the Agreement. Wingnuts has amassed a hangar waiting list at the Airport greater than sixty people

during the term of the Agreement. Wingnuts has passed all airport-related inspections at the Airport during the term of the Agreement.

19. Wingnuts operates a maintenance facility at the Airport pursuant to the terms of the Agreement. Wingnuts has scheduled maintenance for its customers continuously through the next twelve months. Wingnuts has booked a substantially full maintenance schedule for customers through the end of April 2019. Wingnuts must be located on an airport to conduct its business, which includes the provision of maintenance and repair services for aircraft. Available airport properties near Springfield, Tennessee to which Wingnuts could relocate its business are very limited. Wingnuts currently employs nine persons. Relocating Wingnuts to another location would require termination and hiring of employees, extensive employee training, execution of new vendor and supplier contracts, moving equipment, potential construction of new shop premises, and cancellation of time sensitive scheduled customer maintenance services resulting in unairworthy aircraft.

20. Ms. Buttke was employed by Wingnuts from March 28, 2016 until her date of termination, November 23, 2018. While employed by Wingnuts, Ms. Buttke owed a duty of loyalty to Wingnuts.

21. On or about October 22, 2018, Ms. Buttke, while employed by Wingnuts and during her daily work hours, breached this duty of loyalty to Wingnuts by working in concert with Mr. Ruth and Mr. Kirk Johnson ("Mr. Johnson"), another member of the Board, to draft a job description for a new, to be created Airport Manager position usurping the Agreement.

22. Most of the job description duties for the new, to be created Airport Manager Position, include duties delegated to Wingnuts by the Agreement. Furthermore, upon information and belief, Ms. Buttke, while still employed by Wingnuts, disclosed to Mr. Ruth, the Board, and

other individuals certain Wingnuts' confidential information, such as financial spreadsheets, contact lists, and other confidential proprietary financial information, which the Board was not entitled to receive. Ms. Buttke, upon information and belief, compiled this proprietary and confidential information for the express purpose of using it to her advantage when she became Airport Manager and disclosing it to Mr. Ruth and other members of the Board. Ms. Buttke's normal job duties did not include preparing certain spreadsheets of financial data regarding Wingnuts' operations. Ms. Buttke, upon information and belief, shared this proprietary and confidential information and financial data with Mr. Ruth. Ms. Buttke breached her fiduciary duty to Wingnuts by preparing for a position that usurped the Agreement.

23. Wingnuts' Policies and Procedures specifically prohibited Ms. Buttke from sharing Wingnuts' confidential information outside of Wingnuts. A true and correct copy of Wingnuts' Policies and Procedures ("Wingnuts' Policies and Procedures") is attached hereto as Exhibit D and is incorporated herein by reference.

24. Mr. Ruth, Ms. Buttke, and Mr. Johnson jointly worked on drafting a job description for the Airport Manager position. Mr. Ruth, Ms. Buttke, and Mr. Johnson had knowledge of the Agreement between the Board and Wingnuts. Mr. Ruth and Ms. Buttke, through improper motive and means, intentionally interfered with the business relationship between the Board and Wingnuts. Mr. Ruth and Ms. Buttke conspired to tortiously interfere with the contractual rights of Wingnuts under the Agreement.

25. Ms. Buttke discussed with Mr. Ruth her interest in the Airport Manager position. Ms. Buttke was promised the position of Airport Manager by Mr. Ruth before such position had been created or published.

26. Ms. Buttke ultimately accepted another position out of state at one of Mr. Johnson's companies. Mr. Ruth, thereafter, promised the position of Airport Manager to another person, Mr. Jamie Jones, before such position had been created or published.

27. Upon information and belief, Mr. Ruth promised the position of Airport Manager to Ms. Buttke and at least one other individual, Mr. Jamie Jones, without ever publicly posting or publishing the position.

28. The Board held a meeting on October 10, 2018 at which time the Board voted to hire an Airport Manager. The notice for the Board's October 10, 2018 meeting failed to state that the meeting would be conducted permitting participation by electronic or other means of communication as required by Tennessee Code Annotated Section 8-44-101, *et seq.* and Tennessee Code Annotated Section 8-44-108. A true and correct copy of the notice for the October 10, 2018 Board meeting is attached as Exhibit E and is incorporated herein by reference.

29. A member of the Board, Mr. Johnson, participated in the October 10, 2018 meeting by electronic means and was otherwise not physically present for the meeting. Mr. Johnson failed to identify the persons present in the location from which he participated in the October 10, 2018 meeting as required by Tennessee Code Annotated Section 8-44-108.

30. On or about December 10, 2018, Mr. Ruth sent an email to certain individuals, including Chris Ferraraccio and members of the Board, containing an outline of the upcoming December 12, 2018 Board meeting. The outline provided, among other things, the following:

Vote to not extend Wingnuts contract for another five years.

The motion will be from Neil Peterson with some reasons why we should not extend the contract.

Chris Simpkins will second that motion.

Under Roberts Rules there is a discussion and the Chairman will lead that discussion.

Only Board members allowed to speak during the discussion.

Points to be discussed:

-The current contract states: The Springfield Joint Airport Board and Wingnuts "entered into for a five 5 years Agreement with an additional Five 5 year extension upon satisfactory performance as determined by both parties."

?-Some of the past performances have caused dissension and differences between the Board and Wingnuts and some City and County officials. There have been contract discrepancies and failures by Wingnuts to meet the contract directions.

?-The fact that Wingnuts offered a contract adjustment also alienated Board members and City officials.

-Some of the requirements of the current contract required an airport sponsored flight school which included airplanes to be rented...did not happen.

-Wingnuts acquired another corporate hangar under another name owned by Wingnuts without written permission from the Board as required by the contract. They used corporate #3 hangar for their own aircraft and overflow from their maintenance hangar.

-They also imposed their sixty percent refund on the hangar's fees all without airport board's permission.

-FBO's airport manager support...created a number of administrative issues. One example, by not recognizing airport maintenance grant to support our airport.

-Therefore, I believe there is sufficient reason not to extend Wingnuts contract due to their unsatisfactory performance.

-All in favor of not extending the FBO's contract for another five years say aye. Any opposed say No.

-Meeting adjourned.

A true and correct copy of the outline prepared and emailed by Mr. Ruth is attached as Exhibit F and is incorporated herein by reference.

31. The Board held a meeting on December 12, 2018. The notice for the Board's December 12, 2018 meeting failed to state that the meeting would be conducted permitting

participation by electronic or other means of communication as required by Tennessee Code Annotated Section 8-44-101, *et seq.* and Tennessee Code Annotated Section 8-44-108. A true and correct copy of the notice for the December 12, 2018 Board meeting is attached as Exhibit G and is incorporated herein by reference.

32. A member of the Board, Mr. Johnson, participated in the December 12, 2018 meeting by electronic means and was otherwise not physically present for the meeting. Mr. Johnson failed to identify the persons present in the location from which he participated in the December 12, 2018 meeting as required by Tennessee Code Annotated Section 8-44-108. Four out of seven members of the Board voted in favor of denying Wingnuts' right to renew the Agreement. Mr. Johnson's vote constituted the vote necessary to establish a majority vote to deny Wingnuts' right to renew the Agreement. Pursuant to Tennessee Code Annotated Section 8-44-105, Mr. Johnson's vote to deny Wingnuts' right to renew the Agreement is void and of no effect due to the failure to comply with Tennessee Code Annotated Section 8-44-108.

33. Section 5.g. of the Agreement permits Wingnuts to "subcontract with a third party an in-flight training program at the Airport by providing, as a minimum, a certified flight training program as set out and required by the F.A.A. Section 91 for flight schools, and have appropriate aircraft available for rental."

34. Section 8. of the Agreement provides that the Board, upon entering the Agreement with Wingnuts, specifically "consents to allowing Wingnuts Aviation, LLC the right to sublease the Flight Training and rental of Aircraft to a third party."

35. Wingnuts complied with the Agreement, specifically sections 5.g and 8 of the Agreement, by partnering with Harmony Air to provide flight training and referring potential

students to independent flight instructors based at the Airport. No customer or prospective customer was denied or refused flight training services by Wingnuts.

36. Spectre Aviation, LLC, which is owned by Anna and Chris Ferraraccio, leased corporate hangar #3 at the Airport. Spectre Aviation, LLC was formed to fulfill the responsibility to have aircraft available for rental as stated in Sections 5.g. and 8. of the Agreement.

37. Section 8. of the Agreement did not require Wingnuts to obtain consent in writing from the Board in order for Spectre Aviation, LLC to lease hangar #3. No other provision of the Agreement required Wingnuts to obtain consent in writing from the Board in order for Spectre Aviation, LLC to lease the hangar.

38. John R. Poole, CPA ("Mr. Poole"), was recently asked by Mr. Ruth to review certain procedures related to Section 3. of the Agreement and to conduct a financial audit of Wingnuts pursuant to the terms of the Agreement. Section 3. of the Agreement provides, in part, that Wingnuts will pay the Board (a) six (.06) cents per gallon on all aviation fuel dispensed, (b) forty percent (40%) of all storage fees on hangars, (c) ten percent (10%) of tie-down fees, and (d) five hundred dollars (\$500.00) per month.

39. Mr. Poole, in his review performed pursuant to Mr. Ruth's request, found that Wingnuts "met all of the requirements related to Section 3 of the Management Agreement between the Springfield-Robertson County Airport Board." A true and correct copy of Mr. Poole's report is attached as Exhibit H and is incorporated herein by reference.

40. As a result of Defendants' conduct described herein, Wingnuts has suffered, and will continue to suffer, monetary damages including lost profits and immediate irreparable harm if it is forced to relocate its business to another airport, terminate nine employees, and cancel

scheduled maintenance customers. Additionally, Anna and Chris Ferraraccio would be required to relocate their personal residence.

IV. CLAIMS FOR RELIEF

COUNT 1 Declaratory Relief

41. Wingnuts references and incorporates all foregoing averments as if fully set forth herein.

42. Wingnuts has not breached the Agreement. Wingnuts is entitled to a five-year renewal of the Agreement with said renewal beginning on February 13, 2019 and ending on February 12, 2024.

43. The Board's reliance upon introductory language in the Agreement, i.e. – "WHEREAS, The SPRINGFIELD-ROBERTSON COUNTY JOINT AIRPORT BOARD and Wingnuts Aviation, LLC enter into a Five (5) year Agreement with an additional Five (5) year extension upon satisfactory performance as determined by both parties" – is contrary to Tennessee law because such introductory language is ambiguous, vague, unenforceable, and is not part of the operative, specific, non-ambiguous and binding terms of the Agreement.

44. The introductory language – "WHEREAS, The SPRINGFIELD-ROBERTSON COUNTY JOINT AIRPORT BOARD and Wingnuts Aviation, LLC enter into a Five (5) year Agreement with an additional Five (5) year extension upon satisfactory performance as determined by both parties" – is ambiguous, vague, and inconsistent with the operative, non-ambiguous, and binding terms of the Agreement and, therefore, is unenforceable and noncontrolling.

45. The Board has breached the Agreement by denying Wingnuts' right to renew the Agreement to February 12, 2024.

46. The Board has breached the Agreement by failing to give Wingnuts written notice of breach and an opportunity to cure as required by Section 7.b. of the Agreement.

47. Wingnuts requests that the Court enter a declaratory judgment finding that (1) it has not breached the Agreement, (2) it is entitled to renew the Agreement to February 12, 2024, (3) the Board has breached the Agreement by failing to give written notice and an opportunity to cure and (4) the Board has breached the Agreement by denying Wingnuts' right to renew the Agreement to February 12, 2024.

COUNT 2
Injunctive Relief

48. Wingnuts references and incorporates all foregoing averments as if fully set forth herein.

49. Wingnuts has amassed a base of clients at the Airport through its goodwill and reputation as a business that provides good and valuable services within the aviation industry and revenue to Springfield and the County. Wingnuts has scheduled maintenance for numerous customers as far as twelve months in advance through the end of 2019. Wingnuts has booked a substantially full maintenance schedule for customers through the end of April 2019. Wingnuts has employed individuals to provide its services. Wingnuts must be located on an airport property to provide its aircraft repair and maintenance services so that customers can bring their airplanes to Wingnuts for repair and maintenance services. Wingnuts must be located on an airport to sell aviation fuel. The availability of other airport-based properties on which Wingnuts could conduct its business is very limited. Relocating Wingnuts to another location would require termination and hiring of employees, execution of new vendor and supplier contracts, moving equipment, potential construction of new shop premises, and cancelation of time sensitive scheduled customer maintenance services. Additionally, Anna and Chris Ferraraccio would be required to relocate their

personal residence. Defendants' wrongful actions as described herein have caused, and will continue to cause, great irreparable harm to Wingnuts.

50. If not restrained, Defendants' actions will result in irreparable harm to Wingnuts because closing and relocating its business will result in incalculable losses including a loss of goodwill and customer relationships. Furthermore, if injunctive relief is not granted and if Wingnuts succeeds on the merits in this case, reinstating the Agreement and relocating Wingnuts back to the Airport is impractical, if not impossible. Nine employees will have moved to new jobs and likely cannot be rehired. If the Board has contracted with a new FBO, manager, or other maintenance provider, the Board would be forced to breach such new contracts with such providers to reinstate Wingnuts. Granting injunctive relief will not cause harm to Defendants.

51. For the foregoing reasons, the exact amount of harm to Wingnuts if Defendants are not restrained would be difficult, if not impossible, to determine.

52. It is probable, because of the strength of Wingnuts' claims and Defendants' unjustified and intentional acts, that Wingnuts will succeed on the merits of this cause.

53. Wingnuts petitions the Court to enter a temporary injunction preventing the Board from denying Wingnuts' right to renew the Agreement and maintaining the status quo until a final judgment is rendered in this action.

COUNT 3
Breach of Contract (Springfield and the County)

54. Wingnuts references and incorporates all foregoing averments as if fully set forth herein.

55. The Agreement constitutes a valid and binding contract.

56. Wingnuts complied with its obligations and responsibilities under the Agreement.

57. The Board breached the Agreement based on the conduct described herein. In breach of the Agreement and contrary to the implied covenant of good faith and fair dealing, the Board has breached the Agreement by denying Wingnuts its right to renew the Agreement to February 12, 2024. The Board has breached the Agreement by failing to give Wingnuts written notice of breach and an opportunity to cure as required by Section 7.b. of the Agreement.

58. As a direct and proximate result of the Board's conduct, Wingnuts has suffered, and will continue to suffer, irreparable harm and damages in an amount to be proven at trial.

COUNT 4

Intentional Interference with Business Relationship

59. Wingnuts references and incorporates all foregoing averments as if fully set forth herein.

60. Wingnuts has an existing business relationship with the Board as set forth in the Agreement.

61. Mr. Ruth, Ms. Buttke, and Mr. Johnson had knowledge of the Agreement.

62. Mr. Ruth and Ms. Buttke, through improper motive and means, intentionally caused the Board to deny Wingnuts' right to renew the Agreement.

63. As a direct and proximate result of Mr. Ruth and Ms. Buttke's conduct, Wingnuts has suffered, and will continue to suffer, irreparable harm and damages in an amount to be proven at trial.

COUNT 5

Civil Conspiracy

64. Wingnuts references and incorporates all foregoing averments as if fully set forth herein.

65. Mr. Ruth and Ms. Buttke committed civil conspiracy by working together to obtain confidential and proprietary information from Wingnuts which they used to tortiously interfere with the Agreement between Wingnuts and the Board and which resulted in the unlawful decision to deny Wingnuts' right to renew the Agreement. Ms. Buttke provided Mr. Ruth with certain Wingnuts' confidential and proprietary information that Mr. Ruth used as a basis for denying Wingnuts' right to renew the Agreement.

66. In furtherance of the conspiracy, Ms. Buttke breached her fiduciary duty to Wingnuts and disclosed to Mr. Ruth proprietary and confidential information of Wingnuts and provided information regarding an airport manager job description in usurpation of the Agreement proximately resulting in the unlawful breach of the Agreement by the Board.

67. As a direct and proximate result of Mr. Ruth and Ms. Buttke's conduct, Wingnuts has suffered, and will continue to suffer, irreparable harm and damages in an amount to be proven at trial.

Count 6
Breach of Fiduciary Duty

68. Wingnuts references and incorporates all foregoing averments as if fully set forth herein.

69. While employed by Wingnuts, a fiduciary relationship existed between Ms. Buttke and Wingnuts and Ms. Buttke owed a duty of loyalty to Wingnuts at all times while she was employed by Wingnuts.

70. Ms. Buttke breached her fiduciary duty to Wingnuts by, but not limited to, working in concert with Mr. Ruth and Mr. Johnson to draft a job description for a new Airport Manager position with the position encompassing most of the duties delegated to Wingnuts under its Agreement with the Board, and by sharing certain Wingnuts' confidential information, such as

spreadsheets and contact lists, with the Board, all while she was employed by Wingnuts. Ms. Buttke provided Mr. Ruth with certain Wingnuts' confidential and proprietary information that Mr. Ruth used as a basis for denying Wingnuts' right to renew the Agreement.

71. As a result of Ms. Buttke's breach of fiduciary duty to Wingnuts, Wingnuts has suffered, and will continue to suffer, irreparable harm and damages in an amount to be proven at trial.

COUNT 7

Violation of the Tennessee Open Meetings Act, TENN. CODE ANN. § 8-44-101, *et seq.*

72. Wingnuts references and incorporates all foregoing averments as if fully set forth herein.

73. As alleged herein, the Board's October 10, 2018 and December 12, 2018 meetings violated Tennessee Code Annotated Section 8-44-108(c)(2) and (c)(3) because notice of the Board meetings did not disclose that a member would be participating electronically and because Board Member Kirk Johnson did not identify any other persons in the room with him. The Board has a pattern of violating the Tennessee Open Meetings Act.

74. Tennessee Code Annotated Section 8-44-105 provides, in pertinent part, that any action taken at a meeting in violation of this part (TENN. CODE ANN. § 8-44-101, *et seq.*) shall be void and of no effect.

75. As a result of the Board's failure to comply with Tennessee Code Annotated Section 8-44-108(c)(2) and (c)(3), the Board's decision to deny Wingnuts' right to renew the Agreement for an additional five (5) years is void and of no effect.

76. Furthermore, the outline of the meeting prepared by Mr. Ruth indicates that he had already determined prior to the actual meeting the identity of the individual Board Member who would make the motion to deny Wingnuts' right to renew the Agreement and the identity of the

individual who would second the motion. This document indicates that Mr. Ruth (1) had met secretly with other Board Members in violation of Tennessee Code Annotated Section 8-44-101, *et seq.*, (2) determined in secret along with other Board members the action of the Board to deny Wingnuts' right to renew the Agreement, and then scripted along with other Board members the statements, motions, and votes that would be performed in the public Board meeting.

77. As a direct and proximate result of the violation of Tennessee Code Annotated Section 8-44-101, *et seq.*, Wingnuts has suffered, and will continue to suffer, irreparable harm and damages in an amount to be proven at trial.

78. Additionally, Wingnuts asks that the Court enter an injunction against the Board pursuant to Tennessee Code Annotated Section 8-44-106.

COUNT 8
Petition for Writ of Certiorari

79. Wingnuts references and incorporates all foregoing averments as if fully set forth herein.

80. The Board acted arbitrarily, capriciously, and in violation of the Agreement by:
- a. Finding that Wingnuts had not performed satisfactorily according to the Agreement;
 - b. Finding that Wingnuts was in violation of Section 3. of the Agreement;
 - c. Finding that Wingnuts was in violation of Section 5.g. of the Agreement;
 - d. Finding that Wingnuts was in violation of Section 8. of the Agreement;
 - e. Denying Wingnuts' right to renew the Agreement to February 12, 2024; and
 - f. Not accepting Wingnuts' notice of its intent to renew the Agreement to February 12, 2024.

81. The Board, in violation of Section 7. of the Agreement, failed to give Wingnuts a thirty-day written notice of any alleged failure “to perform, keep and observe any of the terms, covenants or conditions” set forth in the Agreement.

82. The Board, in violation of Section 7. of the Agreement, failed to give Wingnuts thirty days to cure any alleged failure “to perform, keep and observe any of the terms, covenants or conditions” set forth in the Agreement.

83. The Board’s decision to deny Wingnuts’ right to renew the Agreement is void and of no effect due to the Board’s failure to comply with the Tennessee Open Meetings Act.

COUNT 9
Vicarious Liability

84. Wingnuts references and incorporates all foregoing averments as if fully set forth herein. The Board was created by joint action and through joint agreement of Springfield and the County.

85. The authority and power of the Board for the actions described herein were granted to the Board by action of Springfield and the County. The Board acts as an extension of Springfield and the County. Therefore, Springfield and the County may be held vicariously liable for the actions of the Board and its members stated herein and liability for all wrongful and unlawful actions committed by the Board and its members may be imputed jointly and severally to Springfield and the County.

86. As a direct and proximate result of the actions of the Board and its members, Wingnuts has suffered, and will continue to suffer, irreparable harm and damages in an amount to be proven at trial, for which Springfield and the County are jointly and severally liable.

V. PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Wingnuts prays for the following relief:

A. That process be issued, this Verified Complaint be served upon Defendants, and Defendants be made to appear and answer.

B. That upon hearing of this action, the Court judicially determine and declare that (1) Wingnuts has not breached the Agreement, (2) Wingnuts is entitled to renew the Agreement to February 12, 2024, (3) the Board has breached the Agreement by failing to give written notice and an opportunity to cure and (4) the Board has breached the Agreement by denying Wingnuts' right to renew the Agreement to February 12, 2024.

C. That the Court enjoin the Board from denying Wingnuts' right to renew the Agreement in violation of the Agreement's terms and conditions.

D. That the Court enter an injunction pursuant to Tennessee Code Annotated Section 8-44-106.

E. That a Writ of Certiorari issue, requiring Springfield and the County to certify and file with the Clerk of this Court, the entire record of proceedings before the Board regarding the Board's decision to deny Wingnuts' right to renew the Agreement; all exhibits and entries in connection with the Agreement, all papers and other documents submitted to the Board relating to the Agreement, all transcripts, audio, and video recordings of the Board's meetings held on December 12, 2018 and all secret meetings; and all correspondence, emails, texts or other communications or notes of communications (electronic or paper) between the Board members or any other person, firm or entity, including but not limited to communications between Board members, its staff, any elected or appointed official or its counsel.

F. That the Court Award damages for breach of contract, intentional interference with business relationship, breach of fiduciary duty, and civil conspiracy.

G. That the Court find that the Board's decision to deny Wingnuts' right to renew the Agreement is void and of no effect.

H. That the Court reverse the action of the Board and find that Wingnuts has lawfully exercised its right to renew the Agreement for an additional five (5) years pursuant to Sections 1. and 7.g. of the Agreement.

I. That the Court award compensatory damages as may be proven at the trial of this action not to exceed three million dollars (\$3,000,000.00);

J. That the Court award Wingnuts punitive damages;

K. That all matters triable before a jury be tried by a jury;

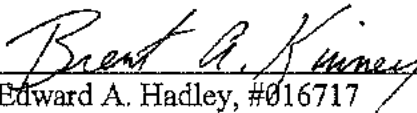
L. That the Court award Wingnuts its attorneys' fees;

M. That the costs of this cause be taxed to Defendants; and

N. That the Court grant such further and general relief to which Wingnuts may otherwise be properly awarded or which justice and equity shall require.

**THIS IS THE FIRST APPLICATION FOR A WRIT OF CERTIORARI OR
EXTRAORDINARY RELIEF IN THIS CASE.**

Respectfully submitted,



Edward A. Hadley, #016717

Brent A. Kinney, #024548

NORTH, PURSELL & RAMOS, PLC

414 Union Street, Suite 1850

Nashville, TN 37219-1783


(615) 255-2555

Attorneys for Plaintiff

VERIFICATION

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Being duly sworn, I, Anna Ferraraccio, verify that I have read the foregoing Verified Complaint, Petition for Writ of Certiorari and Injunctive Relief, and that to the best of my knowledge, information, and belief formed after reasonable inquiry, including reliance on the advice of counsel, the facts alleged are true and accurate and that the relief sought is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and that the Verified Complaint, Petition for Writ of Certiorari and Injunctive Relief, are not interposed for any improper purpose. This is the first application for a writ of certiorari or extraordinary relief in this case.

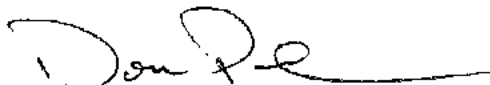


Anna Ferraraccio

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

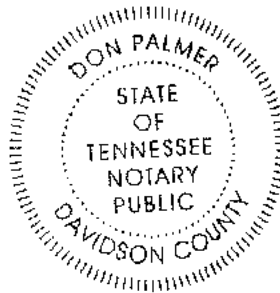
On this day, before me, the undersigned, personally appeared Anna Ferraraccio with whom I am personally acquainted and known to me (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this 7th day of January, 2019.



Notary Public

My Commission expires: 8/20/19



SPRINGFIELD-ROBERTSON COUNTY AIRPORT
Springfield, Tennessee
2014

LEASE AND F.B.O. MANAGEMENT AGREEMENT

THIS AGREEMENT effective the 13th day of February, 2014, by and between

The SPRINGFIELD-ROBERTSON COUNTY JOINT AIRPORT BOARD, hereinafter referred to as "the Board", and ANNA FERRARACCIO and CHRIS FERRARACCIO both, d/b/a WINGNUTS AVIATION, and WINGNUTS AVIATION, LLC hereinafter referred to as "Wingnuts Aviation, LLC" with reference to the SPRINGFIELD-ROBERTSON COUNTY AIRPORT, hereinafter referred to as "the AIRPORT".

WHEREAS, The SPRINGFIELD-ROBERTSON COUNTY JOINT AIRPORT BOARD and Wingnuts Aviation, LLC, enter into a Five (5) year Agreement with an additional Five (5) year extension upon satisfactory performance as determined by both parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. CONTRACT TERM: The Board does hereby lease the Airport property and Facilities to Wingnuts Aviation, LLC and enter into this contract Management Agreement for a new term beginning on February 13, 2014 and ending February 12, 2019 and Five (5) year extension ending February 12, 2024, upon the express terms and conditions as set forth by the parties herein. The Board agrees that, on payment of the rent and performance of the covenants and agreements on the part of Wingnuts Aviation, LLC to be performed hereunder, Wingnuts Aviation, LLC shall peaceably hold and enjoy the leased premises and all the rights and privileges of said Airport, its appurtenances and facilities as set forth herein.



2. LEASED PROPERTY: The property being leased is that property consisting of the Airport runway, taxi areas, hangar, maintenance and fuel areas, the operations center and all other improved property presently in use or developed at any time during the term of this contract and its extension as part of the Airport operation, which may be referred to herein as the "Airport Property".

3. RENT: The rates or charges for any and all activities and services customarily provided by a FBO operator shall be determined by Wingnuts Aviation, LLC. Such rates or charges shall be reasonable and be equally and fairly applied to all users of the services. Wingnuts Aviation, LLC shall pay to the Board: Six (6) cents per gallon on all aviation fuel dispensed, 40% of all storage fees on hangars, 10% of tie down fees, plus Five Hundred Dollars 500.00 per month. Wingnuts Aviation, LLC shall within 20 days following the end of each month, transmit to the Board a statement of the rentals, fees and charges collected by Wingnuts Aviation, LLC during said month, and shall pay to the Board all amounts due at that time. The Board has the right to review all supporting documentation. Unless otherwise specified herein, Wingnuts Aviation, LLC shall assume and be responsible for the every day operating expenses of the Airport.

4. WINGNUTS AVIATION, LLC RIGHTS UNDER AGREEMENT:

- a. The Board grants to Wingnuts Aviation, LLC as Fixed Based Operator (FBO) under the terms of this Agreement the right to operate the airport facility in accordance with these terms, including unrestricted access and ingress to and egress from the property for all purposes contemplated by this Agreement.
- b. Wingnuts Aviation, LLC may load and unload persons and property at said Airport by such means of conveyance, as Wingnuts Aviation, LLC may desire;

- c. Wingnuts Aviation, LLC may install and operate advertising signs on the Airport property, the general type, design and location of such signs to be subject to the approval of the Board;
- d. Wingnuts Aviation, LLC may install maintain and operate radio communications and such other equipment and facilities, in, on and about the premises herein leased as may be necessary or convenient to the operations. All such equipment and facilities that cannot be removed without doing damage to the property buildings or facilities of the Airport property shall remain and become the property of the Board.
- e. Wingnuts Aviation, LLC may conduct any business reasonably necessary to the proper operation of the Airport as customary and normal for a FBO.
- f. Wingnuts Aviation, LLC and their employees, customers, suppliers, licensees, invitees, and the general public, without charge, shall have use of the designated vehicular parking spaces located near the Administration Building.
- g. Wingnuts Aviation, LLC is permitted to have a charter service available for the general public.
- h. Wingnuts Aviation, LLC may conduct the training of personnel and the testing of aircraft and other equipment.
- i. Wingnuts Aviation, LLC may conduct the sale, disposal or exchange of aircraft, engines, accessories, and related equipment.

5. RESPONSIBILITIES: As part of their responsibilities, Wingnuts Aviation, LLC shall establish and/or continue:

- a. A system and equipment for the safe and customary take off, landing, unloading, taxi and parking of aircraft at the Airport;

- b. Assure that the runway and taxiways are properly lighted and maintain runway, taxiway, beacon, R.E.L.L and V.A.S.L light bulbs. The Board shall be responsible for the cost of the bulbs and materials related to the aforementioned. The Board shall pay utility charges for the runway, taxiway, navigation lights, and beacon. All other utility costs to be paid by Wingnuts Aviation, LLC.
- c. A system and trained personnel for the FAA approved repair, maintenance and servicing of aircraft and related accessories and equipment based at or using the Airport;
- d. A system for the customary storage and sale of petroleum products, fuel, and other products for Airport users. The fuel farm is provided and will be maintained at the Board's expense.
- e. The coordination of maintenance and operation of an airplane hangar and storage system and facilities as made available by the Board for aircraft and other equipment. The cost of such maintenance will be borne by the Board.
- f. Keep clean the administration building, inside of hangar buildings and all other facilities and structures on the property. The cost of repairs and preventative maintenance to the buildings and structures will be borne by the Board.
- g. Establish and support or subcontract with a third party an in-flight training program at the Airport by providing, as a minimum, a certified flight training program as set out and required by the F.A.A. Section 91 for flight schools, and have appropriate aircraft available for rental.
- h. Maintain the following minimum hours of operation with, adequate, trained and efficient personnel to perform all duties herein:

Customer service, Fuel and Line Services: 8am - Official Sunset (weekdays)

9am - Official Sunset (weekends) on call otherwise (hours adjustable as required)

Maintenance: 9am - 5pm weekdays, on call otherwise with the exception of commonly recognized holidays.

- i. Provide a courtesy (without charges) car for the limited use of visiting pilots, passengers or the transportation thereof.
- j. Permit the formation and meeting of legitimate flying clubs to operate from the Airport.
- k. Provide a reasonable amount of lecture time and airport tours per year to the Robertson County School System regarding aviation and opportunities for the students in aviation related fields.
- l. Repair any damage to buildings and property caused by their employees.
- m. Obtain authorization from the Board to permit skydiving and/or parachuting within the airport traffic area.
- n. Keep and maintain the runways, taxiways, and parking ramp free and clear of any accumulation of dirt, debris, or other matter tending to interfere with their safe and proper use;
- o. Assure that the approach lights, navigational aids, and all other aviation equipment is properly operating and maintained;
- p. Keep and maintain all the premises free and clear of any growth of weeds grass, sprouts, bushes, dumps, garbage and/or other matter of similar or dissimilar character tending to render said premises unsightly, unsanitary or unsafe for use as an airport including mowing grass on the entire airport at least four times a year and mow in safety zones to maintain no more than 12 inches of growth.

q. Wingnuts Aviation, LLC service as the FBO of the Airport shall comply with all Federal, State, County and City By-laws and ordinances in their operation, the Airport Board "Operations Code and Regulations" (Appendix A) Minimum Standards for Fixed Base Operations (Appendix B), and the rules and regulations of the Federal Aviation Administration in the operation of the Airport.

6. LIABILITY AND INSURANCE: The parties acknowledge that Wingnuts Aviation, LLC is leasing and operating the Airport as an independent third party contractor. Wingnuts Aviation, LLC shall maintain and furnish a copy to the Board of general liability insurance upon terms acceptable to the Board in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, naming the Board as an additional insured. Wingnuts Aviation, LLC shall hold the Board harmless from any and all liability of any kind whatsoever, in regard to any accidents, injuries to persons, injuries to property, loss or defacing of any aircraft, equipment or vehicles at the Airport or arising from the use or management of the Airport.

7. TERMINATION: Either party may terminate this agreement upon the following conditions:

- a. If either party shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against either party if either party thereafter is adjudicated bankrupt or if a receiver of either parties' assets is appointed;
- b. Provided that either party gives 30 days written notice that the other party has failed to perform, keep and observe any of the terms, covenants or conditions herein and this breach is not cured within this 30 days, the non-breaching party may terminate this

agreement

- c. The failure or refusal of the F.A.A. to grant to Wingnuts Aviation, LLC the right to operate into and from said Airport;
- d. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of said Airport for Airport purposes;
- e. The inability of Wingnuts Aviation, LLC to use said premises and facilities continuing for a longer period than thirty (30) days due to any law or any order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of Wingnuts Aviation, LLC or due to some casualty caused by nature;
- f. The assumption by the United States Government or any authorized agency thereof of the operation of said Airport.
- g. The parties acknowledge the potential difficulty by the Board to locate another approved FBO in the event that Wingnuts Aviation, LLC should cease their operation of the Airport. Unless this agreement has been previously terminated during this Five (5) year term, or Five (5) year extension, Wingnuts Aviation, LLC agrees to give the Board at least 60 days prior written notice before the end of the term whether they are interested in renewing this agreement. Any renewals after 2024 shall be subject to the agreement of both parties and upon terms and conditions as they may then determine.

8. ASSIGNMENT AND SUBLEASING: Wingnuts Aviation, LLC shall not at any time assign or sublease any of the rights or responsibilities contained herein to any other party without the prior consent in writing of the Board. This contract is specific to Wingnuts Aviation, LLC and if Wingnuts Aviation, LLC sells their business or ownership of Wingnuts Aviation, LLC otherwise changes, any new owner or change in ownership of Wingnuts

Aviation, LLC must be approved by the Board. Should Wingnuts Aviation, LLC be awarded this FBO contract, the Board consents to allowing Wingnuts Aviation, LLC the right to sublease the Flight Training and rental of Aircraft to a third party.

9. INSPECTION: Wingnuts Aviation, LLC hereby grants the authority to the Board, or its designee, the authority to inspect all areas of the Airport during normal operating hours and otherwise if exigent circumstances exist. The Board may designate a liaison party between the Board and Wingnuts Aviation, LLC.

10. AIRPORT RELOCATION: In the event the Board moves the Airport to a new and different location this lease shall terminate and the parties shall have no further obligations to each other. However, Wingnuts Aviation, LLC shall have the first right of refusal to enter into a new lease - management agreement with the Board for the operation of the new Airport.

11. NOTICES: Notice to the Board shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to the Springfield-Robertson County Joint Airport Board, Attention: Board Chairman, P.O. Box 1125, Springfield, Tennessee, 37172. Notice to Wingnuts Aviation, LLC shall be sufficient, if sent by registered or certified mail, postage prepaid, addressed to Wingnuts Aviation, LLC, 197 Bagwell Road, Clarksville, Tennessee 37043, or to such other respective addresses as the parties may designate in writing from time to time.

12. MISCELLANEOUS:

a. Nothing in this contract is to be considered as restricting or prohibiting the Airport Board from leasing land or from granting operating rights to one or more firms

engaged in providing services to aircraft owners and users. Wingnuts Aviation, LLC shall not be obligated to provide service to, or maintenance of any structure erected by or for a third party which enters into a land lease with the Board. Terms and conditions agreed to in paragraphs 2 and 3 shall only apply if Wingnuts Aviation, LLC is providing services or maintenance to structures or party's which have engaged in third party agreements with the Airport Board.

b. All income generated by the Springfield-Robertson County Airport shall be kept separate by Wingnuts Aviation, LLC, sales and other taxes paid by Wingnuts Aviation, LLC and those amounts due the Board paid as set forth herein.

c. All copies of Purchase Orders, books of account and financial records pertinent to the operation of the Airport shall be properly maintained and shall at all times be available for inspection by a properly authorized auditor and/or other designee.

d. Should Wingnuts Aviation, LLC be awarded this contract as the FBO Operator, it will be at their discretion to purchase any remaining fuel from McCauley Aviation at a negotiated price, excluding any unusable fuel in the tanks. Wingnuts Aviation, LLC retains the right to have any existing fuel tested, at their expense, and have the quantity verified with a Board member present. If no agreement for said sale is reached between McCauley Aviation and Wingnuts Aviation, LLC, Wingnuts Aviation, LLC will not be obligated for the purchase of said fuel or the removal of same. If no agreement is reached, any remaining fuel, 100LL and Jet A, will be removed before the beginning of business February 13, 2014 at no cost to Wingnuts Aviation, LLC.

e. Should Wingnuts Aviation, LLC be awarded this contract as the FBO Operator,

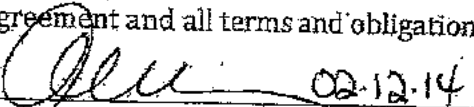
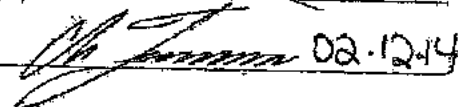
Wingnuts Aviation, LLC will have up to six (6) months to comply with this agreement in its entirety.

f. Should Wingnuts Aviation, LLC be awarded this contract as the FBO Operator, the Board will be present along with Wingnuts Aviation, LLC and McCauley Aviation representatives for a thorough walkthrough, inspection and inventory of all Airport assets and improvements on February 12, 2014. Any discrepancies or repairs noted will be resolved by McCauley Aviation or by the Board to the Board's satisfaction within thirty (30) days.

g. It is the intent and goal of the Airport Board to have continued development at the Springfield Airport. Although the progress of this development cannot be quantified in a specific time period any such development which produces income from rentable hanger space will be subject to the terms of section 2 and 3 above while this contract is in effect.


13. PERSONAL GUARANTY:

If this Agreement is entered into with a separate legal entity such as a corporation or LLC, that persons designated hereafter by a personal signature line, by his and her signature, do hereby unconditionally and personally guarantee full and complete performance of this Agreement and all terms and obligations herein.

 02-12-14 "Anna Ferraraccio, personally and individually"
and  02-12-14 "Chris Ferraraccio, personally and individually"

IN WITNESS WHEREOF, the parties have executed these presents by their duly authorized officers.

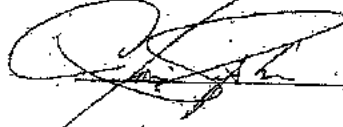
Wingnuts Aviation, LLC



Anna Ferraraccio


02-12-14

Springfield-Robertson County
Joint Airport Board



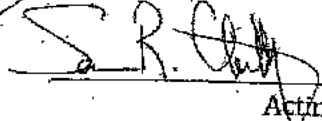
02-12-14

Co Chairman



Chris Ferraraccio

02-12-14



02-12-14

Acting Co-Chairman



Wingnuts Aviation, LLC

December 11, 2018

VIA CERTIFIED MAIL and EMAIL

Springfield-Robertson County Joint Airport Board
Attention: Board Chairman
PO Box 1125
Springfield, TN 37172

Dear Mr. Ruth:

Per our contract with the Springfield-Robertson County Joint Airport Board effective February 13, 2014, Wingnuts Aviation, LLC is hereby exercising our five (5) year renewal extension as outlined in Section 7, paragraph (g) of the contract.

If the Springfield-Robertson County Joint Airport Board is interested in discussing any amendments to our current contract, we will entertain amendments and welcome discussions after the holidays.

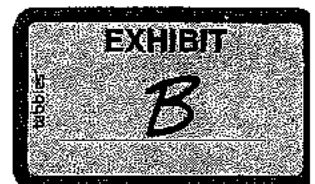
Merry Christmas and Happy New Year to all.

Sincerely,

Anna Ferraraccio
President

Email CC: Chris Simpkins
Neal Peterson
Marvin Smith
Kirk Johnson
Edison Guthrie
Betty Moore
Billy Vogle
Ann Schneider
Gina Holt
Roger Blackwood
Clyde Richert

4432 Airport Road – Springfield, TN – 37172



LAW OFFICES
RICHERT DILLIHA
PLLC

Clyde W. Richert III
Gary L. Dilliha
Jarod C. Richert

516 South Main Street
Springfield, TN 37172
Telephone 615.384.8774
Facsimile 615.384.6708
www.richertdillihalaw.com

December 12, 2018

VIA EMAIL AND US MAIL

Wingnuts Aviation, LLC
Attn: Ms. Anna Ferraraccio
Mr. Chris Ferraraccio
PO Box 1125
Springfield, TN 37172
anna@wingnutsaviation.net

Re: Airport Contract

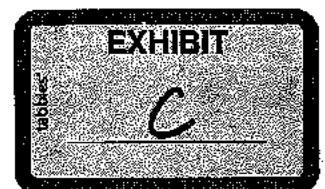
Dear Mr. and Mrs. Ferraraccio:

As legal counsel to the Springfield – Robertson County, Tennessee Joint Airport Board (the “Board”), I have been requested by Board Chairman Henry Ruth to send this correspondence to follow up the meeting of this morning.

It is the Board’s interpretation that the current 5 year contract will terminate by its own terms on February 14, 2019. The Board believes that any renewal of that Contract on its original terms is subject to a joint finding of satisfactory performance of the current Contract and that determination must be made by both the Board and Wingnuts. Further since any renewal requires this affirmative finding by both parties it is likely that just silence by either party would not result in any automatic renewal.

The Board is in receipt of your correspondence of yesterday which in summary states that Wingnuts is “exercising our five (5) year renewal extension”. Respectfully there is no such renewal provision in the Contract. Paragraph 7 (g) was placed in the Contract such that the Board could be advised ahead of time (60) days as to whether Wingnuts was interested in a renewal of the Contract as written, but again any renewal must be based upon an affirmative finding of satisfactory performance by BOTH parties.


As the Board voted today that there has not been satisfactory performance, the Contract would not be renewed upon its current terms when it expires on February 14, 2019.



However, I have also been requested by Chairman Ruth to indicate that the fact that the Contract would not be renewed on its same original terms does not mean that the Board is not willing to discuss the issues related to the current contract performance and the terms of a possible new Contract. Further, to the extent a new Contract is not negotiated, Wingnuts is certainly welcome to participate as a potential contracting party with the Board going forward.

Obviously if Wingnuts is interested in having such discussions the earlier those could take place would be advisable and if the Board hears nothing further from Wingnuts they will accept that as a lack of interest in such discussions.

Sincerely,



Clyde W. Richert III

CWRIII: cl



Wingnuts Aviation, LLC
Policies and Procedures

EQUAL OPPORTUNITY EMPLOYMENT

Our hiring policy at WINGNUTS AVIATION, LLC is quite simple: we intend to hire the best-qualified and most highly-motivated people for the positions we offer. That is why our operational policy is to seek, select, employ, train, appraise and promote employees solely on the basis of their qualifications for the job to be filled.

It is WINGNUTS AVIATION, LLC's policy not to discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, national origin, age, disability, veteran status, or any status protected by local, state or federal law and executive orders. This applies to all areas of employment, including, but not limited to, recruitment, hiring, training and compensation.

DRUG FREE WORKPLACE POLICY

The use, manufacture, purchase, sale, offer for sale, distribution or possession of any illegal drugs or controlled substances on WINGNUTS AVIATION, LLC's managed premises or airport property is prohibited, as is being under the influence of illegal drugs or controlled substances upon reporting to work, while working or on duty or while on WINGNUTS AVIATION, LLC property or airport managed property, airport property or in a WINGNUTS AVIATION, LLC vehicle or using Airport Board property. Reporting to work or working while under the influence of alcohol is also prohibited. Violation of this policy may lead to disciplinary action up to and including termination. Any employee who has information concerning possible violations of WINGNUTS AVIATION, LLC' Drug Free Workplace policy should contact a WINGNUTS AVIATION, LLC point of contact. Similarly, if a supervisor suspects that an employee has a drug or alcohol abuse problem, the supervisor should contact a WINGNUTS AVIATION, LLC point of contact.

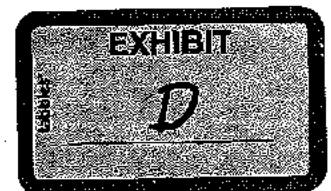
WINGNUTS AVIATION, LLC may perform drug testing in the following situations:

- As a condition of employment or pre-employment;
- Reasonable Suspicion;
- Post Injury, where reasonable cause exists that an employee is under the influence;
- Random testing for "safety sensitive" positions.

The following may result in disciplinary action up to and including termination of employment:

- Drug screen results that are positive (based on federally prescribed cut-off levels) for prohibited drugs;
- Alcohol screen results that indicate an alcohol level of .04% or greater;
- Refusal to participate in the screening process; or
- Any attempt to alter, falsify or intentionally contaminate a drug test.

HARASSMENT-FREE WORKPLACE



All WINGNUTS AVIATION, LLC employees are entitled to work in an environment that is free from harassment, hostility, and intimidation. Sexual harassment, or discriminatory conduct such as intimidation or ridicule based on gender, race, national origin, sexual orientation, pregnancy, age, religion, disability or other basis protected by law that creates an offensive work environment will not be tolerated.

If you believe you have been harassed or witnessed an incident of harassment, it is your responsibility to immediately notify your WINGNUTS AVIATION, LLC point of contact. Allegations will be investigated promptly and thoroughly and handled as confidentially as possible. If it is determined that inappropriate conduct has occurred, including retaliation, WINGNUTS AVIATION, LLC will act promptly to ensure that the conduct is eliminated and appropriate corrective action is taken. False allegations may also be considered violations of this policy. WINGNUTS AVIATION, LLC accepts no liability for harassment.

GENERAL SAFETY POLICY

Establishing and maintaining a safe work environment is of great importance to WINGNUTS AVIATION, LLC and our customers. Safety is the shared responsibility of everyone. WINGNUTS AVIATION, LLC strives to provide a safe environment that complies with federal, state, and local safety regulations for all its employees. All accidents shall be reported immediately to a WINGNUTS AVIATION, LLC point of contact, regardless of how insignificant the injury may appear. Such reports are necessary to comply with State laws and comply with workers' compensation insurance procedures. Violation of the safety policy may result in discipline up to and including termination. To make the workplace safe for you and your fellow employees, it's your responsibility to:

- Notify your WINGNUTS AVIATION, LLC point of contact of any requested changes in your job duties, or if you're asked to operate equipment or perform a task for which you have not been trained.
- Immediately report all unsafe working conditions to your supervisor, as well as to your WINGNUTS AVIATION, LLC point of contact.
- Operate only those machines, tools or vehicles that are part of your job duties or assignment and for which you've received instruction or training.
- Additional safety policies concerning specific tasks such as line duties, fuel operations, and maintenance will be outlined during training.

AT-WILL EMPLOYMENT

Tennessee is an "at-will" state and thus your employment with WINGNUTS AVIATION, LLC is "at-will." That means your assignment and/or employment can be terminated for any reason, with or without cause. At termination of your employment, WINGNUTS AVIATION, LLC is not liable for wages or salary except those you earned prior to the date of termination.

COMPUTER, INTERNET, AND PHONE USE

Voice mail, email, and Internet usage assigned to an employee's computer or telephone extensions are solely for the purpose of conducting WINGNUTS AVIATION, LLC business. Some job responsibilities at WINGNUTS AVIATION, LLC require access to the Internet and the use of software in addition to the Microsoft Office suite of products. Only people appropriately authorized, for WINGNUTS AVIATION, LLC purposes, may use the Internet or access additional software.

Software Access Procedure

Software needed, in addition to the Microsoft Office suite of products, must be authorized by WINGNUTS AVIATION, LLC and downloaded by WINGNUTS AVIATION, LLC. If you need access to software, not currently on the WINGNUTS AVIATION, LLC network, talk with your WINGNUTS AVIATION, LLC's point of contact.

Internet Usage

Internet use, on WINGNUTS AVIATION, LLC time, is authorized to conduct WINGNUTS AVIATION, LLC business only. Internet use brings the possibility of breaches to the security of confidential WINGNUTS AVIATION, LLC information. Internet use also creates the possibility of contamination to our system via viruses or spyware. Spyware allows unauthorized people, outside of WINGNUTS AVIATION, LLC, potential access to WINGNUTS AVIATION, LLC passwords and other confidential information. Removing such programs from the WINGNUTS AVIATION, LLC network requires staff to invest time and attention that is better devoted to progress. For this reason, and to assure the use of work time appropriately for work, we ask employees to limit Internet use.

Additionally, under no circumstances may WINGNUTS AVIATION, LLC computers or other electronic equipment be used to obtain, view, or reach any pornographic, or otherwise immoral, unethical, or non-business-related Internet sites. Doing so can lead to disciplinary action up to and including termination of employment.

Email Usage at WINGNUTS AVIATION, LLC

Email is also to be used for WINGNUTS AVIATION, LLC business only. WINGNUTS AVIATION, LLC confidential information must not be shared outside of WINGNUTS AVIATION, LLC, without authorization, at any time. You are also not to conduct personal business using the WINGNUTS AVIATION, LLC computer or email.

Please keep this in mind, also, as you consider forwarding non-business emails to associates, family or friends. Non-business related emails waste WINGNUTS AVIATION, LLC time and attention.

Viewing pornography, or sending pornographic jokes or stories via email, is considered sexual harassment and will be addressed according to our harassment policy.

Emails That Discriminate

Any emails that discriminate against employees by virtue of any protected classification including race, gender, nationality, religion, and so forth, will be dealt with according to the harassment policy. These emails are prohibited at the WINGNUTS AVIATION, LLC. Sending or forwarding non-business emails will result in disciplinary action that may lead to termination of employment.

WINGNUTS AVIATION, LLC Owns Employee Email

Keep in mind that WINGNUTS AVIATION, LLC owns any communication sent via email or that is stored on company equipment. Management and other authorized staff have the right to access any material in your email or on your computer at any time. Please do not consider your electronic communication, storage or access to be private if it is created or stored at work.

EMPLOYEE SCHEDULING

WINGNUTS AVIATION, LLC plans to provide and post an employee schedule every two weeks. To maintain employee status with WINGNUTS AVIATION, LLC, you must keep us informed as to your availability. If you anticipate needing time off, please provide your request to WINGNUTS AVIATION, LLC at least two weeks in advance. Of course, emergencies may dictate changes in scheduling. Should this occur, schedules may require rearranging to meet the needs of WINGNUTS AVIATION, LLC. If you are not able to work at your scheduled time, please contact your WINGNUTS AVIATION, LLC point of contact by telephone prior to the start of your scheduled work time. Failing to show up for work without contacting WINGNUTS AVIATION, LLC may result in termination of your employment.

UNEMPLOYMENT COMPENSATION


If you fail to comply with the Employee Scheduling Policy listed above, Unemployment Compensation benefits may be denied.

NEW EMPLOYEE AGREEMENT

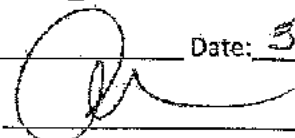
You acknowledge that WINGNUTS AVIATION, LLC, Inc. will expend a considerable amount of time and expense emplacing you with WINGNUTS AVIATION, LLC. As an employee of WINGNUTS AVIATION, LLC, Inc. you agree to abide by the policies stated above as well as with any new policies required by Tennessee law or adopted by WINGNUTS AVIATION, LLC. From time to time, WINGNUTS AVIATION, LLC will revise, add or delete policies. When this occurs, WINGNUTS AVIATION, LLC employees will be required to review and acknowledge receipt of the new policies.

I have read, understand, and promise to adhere to WINGNUTS AVIATION, LLC' policies on:

- Drug-Free Workplace Policy
- Equal Employment Opportunity
- Harassment-Free Workplace
- General Safety Policy
- Computer, Internet, and Phone Use
- At-Will Employment
- Employee Scheduling
- Unemployment Compensation
- New Employee Agreement

Employee Signature: 

Printed Name: KRISTIN BUTTKE Date: 3/28/2016

Authorized Signature (WINGNUTS AVIATION, LLC, Inc.): 

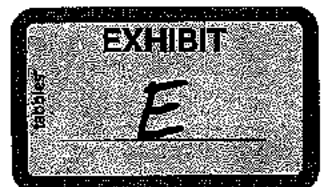
Printed Name: AM Ferrara Date: 3/28/16

Chris Ferraraccio

From: Hawk Ruth <hawk@hawkruthgroup.com>
Sent: Monday, October 8, 2018 5:04 PM
To: Neal Peterson; Kirk Johnson; Chris Simpkins ; Betty Moore; Marvin Smith; 'Henry Ruth'; Clyde Richert; Gina Holt; David Brewer; Margot Fosnes; Kristin Buttke; Richard C. Rinks; Rick Hudgens; Chris Ferraraccio; Anna Ferraraccio
Subject: Wednesday's AP Board Meeting
Attachments: Airport Board Meeting 10 Oct 2018.doc

To all, please note the agenda for this next meeting, Wednesday 0800 at the airport.
Board Members be prepared to present, discuss or vote on the agenda items / actions.
Chris – Betty pls bring an update on our current balance and payments made toward the Terminal construction.

R/ Hawk Ruth
Chairman
Springfield – Roberson County
Airport Board



SPRINGFIELD – ROBERTSON COUNTY JOINT AIRPORT BOARD MEETING

10 OCTOBER 2018 8:00 AM

Reports:

Minutes from 8 August Board Meeting

TREASURER'S REPORT:

Motions to approved payments.

Status of Equipment Grants

FBO MANAGER'S REPORT:

Provided by Chris and Anna Ferraraccio

A-DOT's Schedules & Year End Reports

ACIP Meeting 12 October 8:00 at the Airport

TERMINAL COMMITTEE REPORT:

Architects Report as of 27 Sept 2018

UNFINISHED BUSINESS:

Status of Bell family Fundraising effort

NDB Property Sale, \$ to our Board

Old Business: *Airport Manager Hire*

Wingnuts Contract Proposal

New Business:

AIRPORT BOARD ADGENDA

REPORT

TREASURER'S
REPORT

FBO MANAGERS

UNFINISHED
BUSINES

OLD BUSINESS

NEW BUSINESS

The Springfield –
Robertson County

Airport is the Gateway to
our community. Our
goal is to make it a place
which will attract new
business as well as
inspire and grow
aviation.

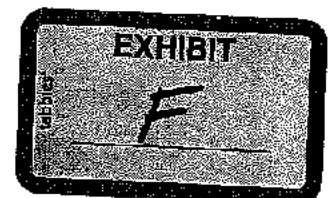
Chris Ferraraccio

From: Hawk Ruth <hawk@hawkruithgroup.com>
Sent: Monday, December 10, 2018, 7:26 PM
To: Billy Vogle; Clyde Richert; Gina Holt; Ryan Martin; Edison Guthrie; Neal Peterson; Chris Simpkins; Marvin Smith; Margot Fosnes; Roger Blackwood; Kirk Johnson; Betty Moore; Chris Ferraraccio
Subject: Airport Board Meeting Agenda 12 Dec 2018
Attachments: Airport Board Meeting 12 December.docx

To all above, here is the Agenda for our last 2018 Board Meeting.

Thank You All, for your terrific support and commitment to our Airport Board.
We have made a huge jump in Robertson County...to build the face of Springfield's future.
As we improve the quality of life for the people of this county.

R/ Hawk Ruth



Airport Board Meeting 12 December

Vote to not extend Wingnuts contract for another five years.

The motion will be from Neil Peterson with some reasons why we should not extend the contract.

Chris Simpkins will second that motion.

Under Roberts Rules there is a discussion and the Chairman will lead that discussion.

Only Board members allowed to speak during the discussion.

Points to be discussed:

-The current contract states: The Springfield Joint Airport Board and Wingnuts "entered into for a five 5 years Agreement with an additional Five 5 year extension upon satisfactory performance as determined by both parties."

? -Some of the past performances have caused dissension and differences between the Board and Wingnuts and some City and County officials. There have been contract discrepancies and failures by Wingnuts to meet the contract directions.

?-The fact that Wingnuts offered a contract adjustment also alienated Board members and City officials.

-Some of the requirements of the current contract required an airport sponsored flight school which included airplanes to be rented... did not happen.

-Wingnuts acquired another corporate hangar under another name owned by Wingnuts and without written permission from the Board as required by the contract. They used corporate #3 hangar for their own aircraft and overflow from their maintenance hangar.
-They also imposed their sixty percent refund on the hangar's fees all without airport board's permission.

-FBO's airport manager support... created a number of administrative issues. One example, by not recognizing airport maintenance grant to support our airport.

-Therefore, I believe there is sufficient reason not to extend Wingnuts contract due to their unsatisfactory performance.

-All in favor of not extending the FBO's contract for another five years say aye. Any opposed say No.

-Meeting adjourned.

1. Was given six months at the beginning of the contract to adhere to the contract. Failed to organize an airport flight school instructor and provide rental airplanes for use by the public.
2. Leasing another hangar for personal use and overflow of their maintenance without authority and written permission from the Board.
3. Then collecting sixty percent of their own rent?

Chris Ferraraccio

From: Hawk Ruth <hawk@hawkruthgroup.com>
Sent: Monday, December 10, 2018 7:41 PM
To: Billy Vogle; Clyde Richert; Gina Holt; Ryan Martin; Edison Guthrie; Neal Peterson; Chris Simpkins; Marvin Smith; Margot Fosnes; Roger Blackwood; Kirk Johnson; Betty Moore; Chris Ferraraccio
Subject: Airport Board Meeting Agenda 12 Dec 2018
Attachments: Airport Board Meeting Agenda12 Dec,2018.doc

My Apologies...I sent the wrong attachment...please disregard the previous email.

.....

To all above, here is the Agenda for our last 2018 Board Meeting.
Thank You All, for your terrific support and commitment to our Airport Board.
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R/ Hawk Ruth



SPRINGFIELD – ROBERTSON COUNTY JOINT AIRPORT BOARD MEETING

12 DECEMBER 2018 8:00 AM

Reports:

Approval of Minutes from, 10 October Board Meeting

TREASURER'S REPORT:

By Chris Simpkins

Updates / Review on the Airport Board accounts

Updates / Review on the terminal Accounts

Any outstanding bills to be paid?

FBO MANAGER'S REPORT:

By Chris Ferraraccio

A-DOT's Schedules & Year End Reports

Repairs to Hangar Skylights

The Delivery of the New Tractor and Zero Turn Mower

Status of old Tractor and fix the current old Zero Turn Mower

TERMINAL COMMITTEE REPORT:

Architects status Report as of 28 Nov 2018

UNFINISHED BUSINESS:

Status of Bell family Fundraising effort

Status of Wingnuts Contract

Old Business:

AIRPORT BOARD ADGENDA

REPORT

*TREASURER'S
REPORT

*FBO MANAGERS

*UNFINISHED
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*NEW BUSINESS

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Robertson County

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JOHN R. POOLE, CPA
CERTIFIED PUBLIC ACCOUNTANT

134 NORTHLAKE DRIVE
HENDERSONVILLE, TN 37075

(615) 822-4177

To the Springfield-Robertson County Airport Board
Springfield, Tennessee

Dear Board,

I was asked by the Board Chairman (on behalf of the Board) to review certain procedures related to Section 3 of the Lease and F.B.O. Management Agreement between the Springfield-Robertson County Airport Board and the F.B.O. (Wingnuts Aviation, LLC). Section 3 of the Lease and F.B.O. Agreement states:

- 1) That the FBO will pay the Board six (.06) cents per gallon on all aviation fuel dispensed,
- 2) That the FBO will pay 40% of all storage fees on hangars, 10% of tie down fees,
- 3) And \$500.00 a month.

As a verification of these amounts I selected six months during 2018 and agreed to the following. (The FBO was not aware of which months I was going to choose until we met for the testing).

- 1) The FBO paid the Springfield-Robertson County Airport Board six (.06) cents on all fuel purchased. This is different than the contract but would appear to favor the Board. We reviewed the amounts purchased noting amounts appeared reasonable (higher in warmer months and lower in cooler months, and agreed that the Springfield-Robertson County Airport Board was paid these amounts in the month the fuel was purchased.
- 2) The FBO paid 40% of all storage fees on hangars and 10% of tie down fees. We reviewed the census of hangars and amounts charged per location. We agreed the calculated amounts. Noting no difference between the calculated amount and the amount received by the Springfield-Robertson County Airport Board.
- 3) The FBO made the monthly \$500 a month fee.

In my review it appeared the FBO met all of the requirements related to Section 3 of the Management Agreement between the Springfield-Robertson County Airport Board.

If there are any questions related to the contents of the is letter, please call me at 615.822.4177.

Sincerely,



John R. Poole, CPA

