

**Peachtree City Airport Authority
MINUTES OF MEETING**

Thursday, March 8, 2007

The February meeting of the Peachtree Airport Authority was held at the Aviation Center, Peachtree City – Falcon Field Airport, on February 8, 2007 at 7:00 p.m. The meeting began at 7:02 p.m.

Those present were Chairman Jerry Cobb; Members Doug Fisher, Bill Flynn, Rick Mendenhall, Greg Carroll, Aviation Director John Crosby, Assistant Aviation Director Barry Griffith, A.A.E., Authority Attorney Douglas B. Warner and Simon Bloom, Attorney – Powell Goldstein.

Absent: Alternate Member John Cordner.

I. ANNOUNCEMENTS

None.

II. APPROVAL OF MINUTES

A motion was made by Doug Fisher and seconded by Rick Mendenhall to approve the minutes of the February 8, 2007 Regular Meeting as presented. The motion carried 4/0 with Greg Carroll abstaining.

III. REPORTS

Aviation Director John Crosby the Airport Authority on the Taxiway “F” Site Preparation and Navaid project in Area C. He stated that the project has been advertised and that there is a pre-bid conference being held on March 27, 2007. All potential bidders will have 30 days to respond; that the ILS/Glideslope antenna is a part of this project and it is expected that we will break ground sometime in June 2007.

Mr. Crosby updated the Airport Authority on an upcoming special event known as “The Great Air Race” which is being produced by Hollywood firm – Papillon Productions. The race involves 100 pilots flying 50 aircraft representing 50 states in a 10,000-mile air race across the United States. Mr. Crosby stated that the producer has indicated a famous individual currently involved in many other television productions is sponsoring this reality type program. The pilots are competing for over \$1M in cash and prizes. The event is schedule to kick-off from Falcon Field Airport as one of 13 episodes on May 19th, 2007 at 6:00 a.m. The pilots will be staying at a local hotel and it is anticipated that the Airport will generate many fuel sales during the 3 days of filming which starts on May 17th, 2007; that Peachtree City will also be promoted during the event. More information can be found on the official website <http://www.thegreatairrace.com>.

The Commemorative Air Force, Dixie Wing has scheduled to have WWII Heritage Days on April 14th and 15th, 2007 at Falcon Field. Staff is coordinating with the Dixie Wing regarding the event.

IV. FINANCIAL REVIEW

Doug Fisher made a motion and seconded by Rick Mendenhall to accept the financial report. The motion unanimously carried 5/0.

V. OLD AGENDA ITEMS

None.

VI. NEW AGENDA ITEMS

07-03-01 Review Intergovernmental Agreement between the City of Peachtree City and the Peachtree City Airport Authority for Website Design and Maintenance.

Doug Fisher Aviation Director John Crosby if he had reviewed the agreement and if he had any concerns? Mr. Crosby indicated that this approach had been considered before with the City and that at that time the City did not have the in-house expertise to assist in the website development. Since that time, the City has contracted with an outside consultant and now has the ability to provide this service. Chairman Jerry Cobb stated that the Intergovernmental Agreement has a term of 50 years. Barry Griffith, Assistant Aviation Director indicated that was standard terms for all City Intergovernmental Agreements and that there is a 60-day opt out provision if either party wishes to terminate the agreement. Chairman Cobb stated that the total exposure to the Airport Authority is only \$800.00 and that he recommends approval of the agreement with the option to opt out if the project does not move forward expeditiously as planned. Bill Flynn seconded the motion. The motion unanimously carried 5/0.

07-03-02 Authorize Aviation Director to accept federal and/or state grants for the purchase of Nationwide Permit Mitigation Credits for Taxiway "F" Site Preparation.

Aviation Director John Crosby gave a briefing to the Airport Authority regarding the approval received for Taxiway "F" from the U.S. Army Corps of Engineers under a Nationwide Permit for environmental concerns related to a detention pond and an intermittent stream which crosses the project. The intermittent stream, which if not always wet, is a 250'-long culvert and in order for construction to begin the Airport must purchase environmental credits from a mitigation bank at \$90 per credit.

Mr. Crosby indicated that these environmental credits are difficult to come by and that if we miss the opportunity to purchase them that it could delay the project and we may not be able to purchase any additional credits this year. Mr. Crosby indicated that the total cost for the environmental mitigation credits is \$93,375 and the deadline for purchase is March 18, 2007; that due to federal and state funding concerns there are three funding options that may be available for purchase of the credits: 1) the FAA will change the scope of a current land acquisition grant and provide 95% funding with a 5% match from the Airport Authority if possible 2) the State will provide 75% funding with a 25% match from the Airport Authority under a new state grant 3) the FAA may have additional discretionary funding at years end from last years funding levels but it is unknown at this time if and when this funding may be available. Mr. Crosby suggested that the Airport Authority could accept all 3 possible funding sources which are critical to the construction of Taxiway "F" and the ILS project and continue to work with the FAA and State on the funding concerns. Mr. Bill Flynn made a motion that the Airport Authority continues to pursue all three funding sources in order not to delay the project, which was seconded by Doug Fisher. The motion unanimously carried 5/0.

07-03-03

Consider Hunting Aircraft Inc.'s request that the Peachtree City Airport Authority consent to Hunting's assignment of the Airport Access Easement, Lease and Permit to Chick-fil-A, Inc.

At this time, Chairman Jerry Cobb allowed public comment to this agenda item. Please note that at this meeting and at the February 8, 2007 meeting, the Hunting Aircraft Inc. provided the services of a Court Reporter. Chairman Jerry Cobb allowed David Monde, attorney with Jones Day representing Hunting Aircraft and Chick-fil-A, to make public comments in regard to Hunting's request for PCAA to consent to the assignment of the current lease to the Chick-fil-A Corporation.

Doug Fisher made a motion to deny the request to consent to Hunting's assignment of the Airport Access Easement, Lease and Permit to Chick-fil-A. The motion was seconded by Bill Flynn. Further discussion regarding the motion ensued by Mr. Fisher.

Mr. Fisher stated that his motion and rationale to follow are made in the context that Hunting and Chick-fil-A have stated that they "will consider anything other than an unconditional approval to constitute a final rejection of the request and will proceed accordingly."

Mr. Fisher stated that these are his opinions and do not specifically incorporate the comments of other Authority members. He indicated that it was his understanding of Georgia law that Hunting has had an implied

duty of continuous operation under the nature of their Agreement. For the last several years, Hunting has not operated on the property. Mr. Fisher stated that in his opinion, Hunting is therefore in default of the Agreement. As such, Mr. Fisher stated he would be remiss to approve the unconditional assignment.

Mr. Fisher stated that he had additional concerns regarding written guidelines from the FAA that clearly discourage such agreements, more specifically known as "through-the-fence" agreements.

Mr. Fisher also stated that the FAA guidelines and federal grant assurances specify that should such agreements be entered into, in spite of the FAA's clear discouragement to do so, they must not place on-airport tenants at a competitive/economic disadvantage relative to off-airport clients. Recognizing Chick-fil-A's proposed utilization of the Hunting facility as described by them, my unconditional consent clearly would violate the guidance. With such violation, Mr. Fisher stated his concern of placing in jeopardy all past and future funding from the FAA. He stated this risk was unacceptable to him. He also stated that this statement should not be interpreted as positioning the FAA as an excuse, or as obstructing an agreement. Mr. Fisher thought that the FAA's position and rationale was very logical and worth following.

Mr. Fisher stated that as he understood the intended use of the facility as explained by Chick-fil-A, and if you apply the terms of Chick-fil-A's unconditional desire for the existing Hunting Access Agreement, the Airport would realize negligible, if not zero, revenue from the agreement. He stated that this is simply economically unreasonable.

Mr. Fisher, in closing, said he recognized that Chick-fil-A is a very reputable and very large company in the fast-food business, and that he would sincerely like to encourage them to initiate negotiations on an agreement equitable for both parties. Mr. Fisher said that Chick-fil-A's top corporate officer has expressed interest in talking with the Airport Authority, as recently as last week, however, for some reason; Chick-fil-A's attorneys pull them back. Mr. Fisher stated that he has been, and remains willing to negotiate, as he believes that the Airport Authority has been willing to negotiate as well. Mr. Fisher stated he would like Chick-fil-A to operate from Falcon Field, but it has to be an equitable agreement.

Mr. Fisher stated that Chick-fil-A's insistence on "unconditional approval" of the existing agreement seems heavy-handed and not equitable. Mr. Fisher finally stated that while this issue has received considerable, contentious attention, that he and he believes the entire Airport Authority, must not lose sight of the fact that there are many good projects underway at Falcon Field. He cited that Area "B" should turn dirt

this year and that Area "C" shortly thereafter; that a precision approach should be operational early next year; and, an enhanced runway safety area improves the safety of all operators and that all these projects will enhance the attractiveness of the Airport.

Mr. Fisher stated that interest in Falcon Field is growing and that he needs to make sure that the terms of this agreement set a good precedent for agreements in the future.

After additional public comment and discussion, Chairman Cobb called for the vote. The motion unanimously carried 5/0.

VII. EXECUTIVE SESSION

None.

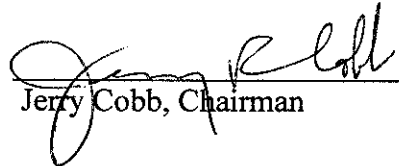
VIII. ADJOURNMENT

Doug Fisher made a motion to adjourn at 8:02 p.m. Bill Flynn seconded the motion and the motion passed unanimously.

Attested By:



Jerry Cobb, Chairman



March 5, 2007

John Crosby
Peachtree City Airport Authority
7 Falcon Drive
Peachtree City, GA 30269

RE: Intergovernmental Agreement Regarding Website Design and Maintenance

Dear John:

City Council approved the intergovernmental agreement for website design and maintenance at its meeting on March 1. Enclosed is the agreement, which has been signed by Mayor Logsdon. Please place the agreement on an Airport Authority agenda for approval, and return the signed agreement to us. We will provide you with a copy.

If you have any questions, you may contact me at 770-487-7657.

Sincerely,



Jane Miller
Administrative Services Director/City Clerk

Enclosure

STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of March, 2007, by and between CITY OF PEACHTREE CITY, a political subdivision of the State of Georgia acting by and through its Mayor and Council, hereinafter referred to as the "City", and the PEACHTREE CITY AIRPORT AUTHORITY, a government authority organized and existing under the laws of the state of Georgia, , hereinafter referred to as the "Authority" for the purpose of sharing and creating a web site design and maintenance of said web site.

WITNESSETH:

WHEREAS, the Authority desires to use space on the City's existing web site; and

WHEREAS, the City has available space on its web site and is equipped to provide technical assistance with the ongoing maintenance and updating of said web site; and

WHEREAS, allowing the Authority to have space on the City's web site will enhance the Airport as an important asset to the City, and will advance the goal of having a unified, professional source of community information.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties to this Agreement hereby agree as follows:

1.

The City hereby agrees to grant to the Authority as much space on the City's web site as both the City and the Authority mutually deem as sufficient for the Authority to present all pertinent information. In addition, the City agrees to provide the necessary training and technical assistance to employees of the Authority for the usage of the City's web site and the maintenance of the Authority's portion of said web site, which training and technical assistance will be provided at no charge to the Authority. The Authority understands and agrees that the ability of the City to perform all such requested services is subject to the City's own work schedule and subject further to the availability of the necessary City employees.

2.

The Authority agrees to pay the City the sum of Eight Hundred Dollars (\$800.00) upon the execution of this Agreement for the cost of designing the banners for the Authority's pages on the City's web site. Additionally, if the amount of storage space the Authority requires causes the City to incur additional expenses in the future, the Authority agrees to pay for all additional expenses directly related to their portions of the site.

3.

The Authority will be responsible for creation of and regular updates to their pages on the City's web site.

4.

To the fullest extent permitted by law, the Authority agrees to indemnify and shall hold the City harmless from any and all claims, liability, costs, or expenses for any injury or death to any person or damage to any property arising out of or in any way relating to any act or omission of its respective agents and employees, resulting from or arising out of the Authority's use of the City's web site, including attorney's fees and costs of litigation. The provisions of this Agreement with respect to any claims or liability occurring or cause prior to any expiration or termination of this Agreement shall survive such expiration or termination.

5.

This Agreement shall constitute the entire agreement between the parties and no modifications shall be binding upon the parties unless evidenced by a subsequent written agreement signed by the parties.

6.

The term of this Agreement shall be for fifty (50) years; provided, however, that either party may terminate this agreement by providing sixty (60) days' written notice to the other party.

IN WITNESS WHEREOF, parties have hereunto set their hands and affixed their seals the day and year as first above written.

CITY OR PEACHTREE CITY

By: Harold K Logsdon
Harold K. Logsdon, Mayor

(SEAL)

Attest:

James S Miller
Clerk

PEACHTREE CITY AIRPORT AUTHORITY

By: Jerry R Cobb
Jerry Cobb, Chairman

(SEAL)

Attest:

Clerk

Barry Griffith

From: Kahle, Stephen L [SLKahle@pbsj.com]
Sent: Wednesday, January 31, 2007 5:26 PM
To: John Crosby
Cc: Stubbs, Dale R; philip.cannon@faa.gov; bonnie.baskin@faa.gov; Comer, Carol; Barry Griffith
Subject: Taxiway "F" Site Preparation - Nationwide Permit Mitigation Credits

John,

As you know, we have received approval from the US Army Corps of Engineers for our Taxiway "F" Nationwide Permit. This permit is for the enclosure of the "intermittent stream" into a proposed 250-foot long culvert. We have contacted mitigation banks for the Upper Flint River basin and there is only one selling credits at this time. They promised to reserve the 1037.5 credits required in the permit application for a price of \$90/credit. This puts the total cost of the mitigation at \$93,375. This mitigation bank will be sending us a confirmation and final quote in the mail in the upcoming days. Once we receive this document, the next step is for you to submit a check to them for this amount. Once they receive the check and it is processed, they will send a letter to USACE and to you that the mitigation has been fulfilled. We will then have authority to begin construction on the project.

Steve Kahle, P.E.

PBS&J

5665 New Northside Drive, Suite 400

Atlanta, GA 30328

Phone: (770) 933-0280, ext. 2604

Fax: (770) 933-8558

3/7/2007

**Notes of my comments in support of my motion to deny the Request of Hunting/Chick-fil-A
Doug Fisher, Member
Falcon Field Airport Authority**

Subject: Agenda item for Thursday, 8 March, 2007 meeting of the Peachtree City – Falcon Field Airport Authority: Unconditional consent to Hunting's assignment of the existing Airport Access Agreement to Chick-fil-A

Motion: To deny the Request.

Rationale: Note: My motion, and my rationale to follow, are to be placed in the context that Hunting and Chick-fil-A have stated that they "will consider anything other than an unconditional approval to constitute a final rejection of the Request and will proceed accordingly."

(These are my notes, and do not specifically incorporate the comments of other Authority members.)

1. It is now my understanding of Georgia law that Hunting has had an implied duty of continuous operation under the nature of their Agreement. For the last several years, Hunting has not operated on the property. In my opinion, Hunting is therefore in default of the Agreement. As such, I would be remiss to approve the unconditional assignment. In addition to this, I have additional concerns.

2. Written guidelines from the FAA clearly discourage such agreements, more specifically known as "through-the-fence" agreements.

3. The FAA guidelines and federal grant assurances also specify that should such agreements be entered into – in spite of the FAA's clear discouragement to do so – they must not place on-airport tenants at a competitive/economic disadvantage relative to off-airport clients. Recognizing Chick-fil-A's proposed utilization of the Hunting facility as described by them, my unconditional consent clearly would violate this guidance. And, with such violation, I would place in jeopardy all past and future funding from the FAA. That risk is unacceptable to me. This should not be interpreted as positioning the FAA as an excuse, or as obstructing an agreement. Frankly, I feel their position and rationale are very logical and worth following.

4. As I understand the intended use of the facility as explained by Chick-fil-A, and apply the terms of their unconditional desire for the existing Hunting Access Agreement, the airport would realize negligible - if not zero - revenue from the agreement. This is simply economically unreasonable.

In closing, I recognize Chick-fil-A is a very reputable and very large company in the fast-food business, and I would sincerely like to encourage them to initiate negotiations on an agreement equitable for both parties. Their top corporate officer has expressed interest in talking, as recently as last week. However, for some reason, their lawyers pull them back. I have been, and remain, willing to negotiate – as I believe the entire Authority has been. I would like them to operate from Falcon Field, but it has to be an equitable agreement.

Their insistence on "unconditional approval" of the existing agreement seems heavy-handed and not equitable.

Finally, while this issue has received considerable, contentious attention, I -- and I believe the entire Authority -- must not lose sight of the fact that there are many good projects underway at Falcon Field -- Area B should 'turn dirt' yet this year; Area C shortly thereafter; a precision approach should be operational early next year; and, an enhanced runway safety area improves the safety of all operators -- all of these projects will enhance the attractiveness of the airport. Interest in Falcon Field is growing. I need to make sure that the terms of this agreement set a good precedent for agreements in the future.