

# PEACHTREE CITY AIRPORT AUTHORITY MINUTES OF MEETING

August 14, 2002

The August meeting of the Peachtree City Airport Authority was held at the Aviation Center, Peachtree City-Falcon Field Airport, on August 14, 2002, at 7:00 p.m.

Those present were Chairman Catherine M. Nelmes; Secretary/Treasurer H.E. Buffington; Members Jerry R. Cobb and Douglas A. Fisher ; Airport Manager James H. Savage; Assistant Manager Andrew Bolton; Authority Attorney Douglas B. Warner, and Special Counsel Edward L. Long, Jr.

Member Mark H. Harris was absent.

## I. ANNOUNCEMENTS

Chairman Nelmes announced a need to reschedule the Regular Authority meeting in September due to the airport staff's increased workload associated with the airshow. She suggested either Monday, September 23<sup>rd</sup>, or Friday, September 20<sup>th</sup>. She will check with all members and announce the best date soon.

## II. APPROVAL OF MINUTES

A motion to approve the minutes of the meeting of July 10, 2002, as presented, was made by Mr. Cobb and seconded by Mr. Fisher.

The motion passed unanimously.

## III. REPORTS

**AIRPORT MANAGER'S REPORT:** Mr. Savage gave the following report:

1. **AIP 12 Project.** Remedial work on this project has been completed, however Mr. Cline has still not submitted the required certification that he has paid all of his sub-contractors nor his certification to the FAA that he has met his DBE goals. Several sub-contractors have submitted pay claims to Mr. Cline's bonding company for payment that total more than \$30,000, in unpaid fees. Mr. Cline is aware that his final payment will not be made until his certifications have been submitted and approved. We hold a total of \$20,663.51, in retainage from the contractor's final payment, plus the \$21,750.00, in liquidated damages.

**2. AIP 13 Project.** Our offer to purchase the 23.93 acres was accepted and signed by Peachtree City Holdings, LLC, on July 31, 2002. We have established a closing date of on or before September 30<sup>th</sup> to conclude the land acquisition. The request for a federal grant was hand delivered to the FAA on the same day and we expect a Grant Offer later this week or the first of next week. More on this on Agenda Item # 3.

**3. Stallings Road Paving.** Wilbur Smith and Associates (WSA) is working on the design of the roadway and we expect preliminary drawings by early next week.

Requests to have the design for the realigned intersection of Stallings Road and Dividend Drive approved by the City Engineer have been put on hold by Mayor Steve Brown. Mayor Brown directed city staff to delay action on our request "pending the consummation of a revised Intergovernmental Agreement between the Airport Authority and the City."

In our negotiations with Peachtree City Holding, LLC, to buy the 23.93 acres of land that includes the right-of-way to Stallings Road, PCH, LLC, agreed to contribute \$100,000 towards the paving project. Additionally, the Peachtree City Water and Sewerage Authority has budgeted \$50,000 towards the paving effort and the Fayette County Commission has offered to provide the manpower and equipment necessary to build the road. At our last meeting, the Peachtree City Airport Authority (PCAA) authorized \$36,000 for WSA to provide the design. The remaining expenses, which include such items as materials, curb and gutter, and the storm water drainage system will be paid by PCAA. Those costs will most likely exceed \$100,000.

Besides approving the design, it remains for the City to accept the right-of-way to Stallings Road prior to paving so that it can become a city project; for the City to ask the county to do the work; and for the City to prioritize when that work should be done along with other city-county projects. Fayette County has stated that the Stallings Road project will not replace or reduce county funding for other city-county projects. They have also offered the opinion that if it is handled as a city project, the State DOT will help provide much of the materials needed. Other than engineering review, there will be no cost to the City for this project.

Under normal City policy, the organization building a "public" street in the city, must build it to City standards and provide for two years of maintenance before it will be accepted as a City street. It will be the Airport Authority's responsibility to provide that maintenance.

**4. Zoning Change.** In an anticipation of acquiring the 23.93 acres, we formally requested the City Planning Staff to initiate the steps necessary with the Peachtree City Planning Commission to have the property rezoned from its current General Industrial (GI) zoning to Airport (AI) zoning. This request was considered by the Planning Commission on Monday of this week, along with some 50 or 60 other "clean-up" re-zonings.

Mr. Jerry Peterson of Pathway Communities had requested that the Planning Commission not support this zoning change until such time that the Authority had actually closed on the purchase agreement.

I explained to the Planning Commission that when we made the original request, it was not known when the issue would come before them for consideration, and that we had hoped to be the owner of the land prior to their review. I also stated that we understood Mr. Peterson's concerns regarding the re-zoning while PCH, LLC, was still the owner or record, but that once we had acquired the property, we would again ask them for the re-zoning.

The Planning Commission voted to send our request to the City Council with "no recommendation", which will be considered by the City Council on September 19<sup>th</sup>.

**5. Crack Sealing Project.** A request for proposals was mailed to three contractors that are approved to do crack sealing projects for the State DOT. I spoke with each of the contractors and expect to receive three sealed bids by the deadline of August 22, 2002. We have estimated the project at 22,000 linear feet of pavement cracks that must be routed out and filled, at a total cost of just over \$13,000.

I have advised the potential bidders that the project will not start until after the airshow and not before we have received a state grant. The costs will be shared on a 75% state, 25% local basis.

**6. New Employees.** Finally, as you are probably aware, long time, but part-time, employees Andrea Van Buren and Erin Brady have returned to school at Auburn University. We have hired two new part-timers to take their place. Mr. Ryan Eichholtz, an A&P student at Clayton State and Ms. Tiffini Haun, a pilot student at Eastman, Georgia. Mr. Eichholtz will be working the flight line, mostly on weekends, and Ms. Haun will be working the service desk on weekends and the flight line on Fridays. If you get a chance, please welcome them aboard.

**AIRSHOW UPDATE:** Mr. Cobb announced that the planning efforts for the show were proceeding as expected. Although several "loose ends" remain to be accomplished, he stated that those remaining items were not unexpected and that he was pleased with the overall progress to date. He thanked the many volunteers who have given hours and hours of time to help make this event a success.

Mr. Cobb presented an example of the airshow poster that will soon be in many stores throughout the Atlanta area, and reminded all that advanced tickets are available at area Kroger Stores.

**INFORMATION BOOTH UPDATE:** Mr. Fisher distributed several documents related to the Authority's activities that will be conducted from the Information Booth during the airshow. Included in those documents was a tentative schedule of who will be manning the booth and at what times during the event.

Mr. Fisher also presented a copy of a banner that is being produced to identify the booth and several lists of rates, locations, and general information about the airport and business park. The booth will be located adjacent to the airshow stage and communication tent at show center.

#### **IV. FINANCIAL REVIEW**

Chairman Nelmes, in the interest of brevity, gave a short review of the financial activity for the month of July, stating that the estimated net cash flow for the period was a negative \$10,395, versus an anticipated negative cash flow of \$13,364. The nearly \$3,000 improvement was attributed to the better than expected Jet fuel sales for the month.

Mr. Savage pointed out that the actual Net Income for the month was a negative \$1,895 versus a planned negative income of \$4,864. The negative income was expected because August is one of two months annually that has three payroll periods. The combination of actual income to date plus anticipated income for August and September, calculates to an estimated Net Income for the second half of FY 2002, of \$11,267, or some \$6,484 more than originally budgeted.

#### **V. OLD AGENDA ITEMS**

None.

#### **VI. NEW AGENDA ITEMS**

**02-08-01 Consider proposals to repair electric gate at north entrance to airport damaged by unknown driver during night of July 11, 2002.**

At the request of Chairman Nelmes, Mr. Savage reviewed the damages sustained by the gate and the gate operator sometime during the night of July 11, 2002. The Peachtree City Police Department has investigated the event but at meeting time they had been unable to determine who caused the damage.

Mr. Savage also stated that in discussions with other airport managers, nearly all have converted their gate operators from the chain and sprocket type (which is what was installed) to those with fewer moving parts that operate on hydraulics. He recommended that the Authority take this opportunity to convert to the hydraulic system. The cost difference (from the low bidder) to upgrade to the hydraulic system over the chain type system is approximately \$1,800.

The Authority received three price quotes for a new gate, new rollers and a hydraulic operator which are summarized below:

Company	Price Quote
* Access Control Technologies, Inc. Peachtree City, GA	\$6,844.60
* Access Pros Cumming, GA	\$10,621.55
* Custom Fence of Atlanta, Inc. Cumming, GA	\$11,625.00

It was Mr. Savage's recommendation that the Authority accept the low bid from Access Control Technologies, Inc. of Peachtree City, in the amount of \$6,844.60. The company has indicated that the gate can be repaired prior to the airshow.

After discussion, Mr. Fisher moved the accept the bid from Access Control Technologies, Inc. in the amount of \$6,844.60. The motion was seconded by Mr. Cobb.

The motion passed unanimously.

**02-08-02 Consider authorizing Chairman to sign agreement with the FAA to lease the site on which the ASOS is located.**

Chairman Nelmes asked Mr. Warner to review the issue and explain the need to lease the property to the FAA for the already existing Airport Surface Observing System (ASOS) equipment.

Mr. Warner explained that he and Mr. Savage met with Mr. Jack Williams of the FAA to discuss a lease agreement that the FAA wants the Authority to sign replacing a similar "license" that was granted to the Commerce Department at the time the ASOS was installed at Peachtree City-Falcon Field.

Mr. Warner explained for review, that the ASOS was originally installed in 1993 by the National Weather Service (which operates under the Department of Commerce) but paid for by the FAA (which operates under the Department of Transportation). Sometime in 2001, it was decided that since the FAA had paid for the facilities, they should take over control and operation of these units. Instead of assigning the original license over to the FAA, which would have been very simple, the FAA decided that it wanted a new lease agreement.

Mr. Warner and Mr. Savage have been working with Mr. Williams on this document for over a year, and indeed a corrected copy of the agreement was sent back to them last February modifying the areas that Mr. Warner believed should be changed. Mr. Williams has indicated that the FAA would not sign the amended agreement because it does not conform to their standard language and should future hangar construction in Area "B" cause erroneous sensor readings, we felt that

the Authority would not be held accountable as the standard agreement requires. It is Mr. Williams' opinion however, that the FAA's agreement does not require anything that was not required in the original license.

Mr. Warner indicated that the FAA could remove the equipment if an agreement is not reached.

Mr. Savage stated that it is his understanding that the FAA contracts with the National Weather Service to maintain and operate these facilities.

After considerable discussion, Chairman Nelmes indicated that she had no problem signing the new agreement, provided it did not add any restrictions to airport development that did not exist in the original "license" with the National Weather Service.

Mr. Warner stated that the only restriction that appears to have been added, that was not in the original agreement, is Section 15.4 that says in full: "Lessor shall not create topographical surface changes (excavation or mounding) within 500 feet of ASOS sensor. Smooth and gradual surface changes are essential to representative wind measurement."

Mr. Savage suggested that perhaps the Authority could approve the document with that section deleted and send it back to the FAA for their consideration.

A motion was made by Mr. Fisher and seconded by Mr. Cobb to authorize the Chairman to sign the agreement as received from Mr. Jack Williams of the FAA on August 9, 2002, except that Section 15.4 as described above be deleted in its entirety.

The motion passed unanimously.

**02-08-03 Consider authorizing Chairman to: (1) accept grant from FAA to purchase 23.93 acres of land adjacent to the east side of the airport; and (2) to authorize Chairman to execute all agreements, contracts and associated documents to complete said purchase and distribute funds as necessary.**

Chairman Nelmes gave a brief review of progress to date on the land acquisition associated with Airport Improvement Project # 03-13-0146-13 and asked Mr. Savage to provide greater detail.

Mr. Savage stated that the purchase agreement with Peachtree City Holdings, Inc. to purchase the 23.93 acres was signed on July 31<sup>st</sup>, and the application for the FAA grant to buy the land and pay for the ancillary costs, was hand delivered that same day. The grant offer is expected within the next week to ten days, and accordingly a closing date on the land purchase of no later than September 30<sup>th</sup> has been

established. This item seeks to give the Chairman the authorization to accept the FAA grant and conclude the land acquisition.

A motion was made by Mr. Cobb and seconded by Mr. Buffington to authorize the Chairman to: (1) accept a grant from the FAA to purchase the 23.93 acres of land adjacent to the east side of the airport; and (2) to authorize the Chairman to execute all agreements, contracts and associated documents to complete said purchase and distribute funds as necessary. The motion passed unanimously.

## VII. EXECUTIVE SESSION

### 02-08-04 Confer with attorney on matters protected by attorney-client privilege.

At 7:50 p.m., Mr. Fisher moved to recess with the intent to reconvene in Executive Session to confer with an attorney on matters protected by attorney-client privilege. The motion was seconded by Mr. Cobb, and was passed unanimously.

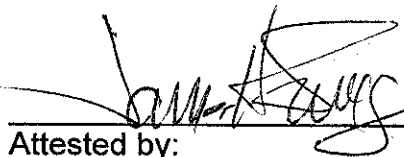
The Authority met with Mr. Edward L. Long, Jr. and Mr. Savage in compliance with the law, to discuss matters pertaining to questions raised by the City of Peachtree City regarding the validity of an Intergovernmental Agreement signed by the two parties. No official actions were taken.

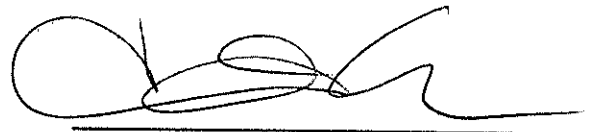
At 9:58 p.m., a motion to adjourn from Executive Session was made by Mr. Cobb and seconded by Mr. Buffington. The motion passed unanimously.

At 10:02 p.m., Chairman Nelmes knowing of no additional items for consideration in regular session, called for a motion to adjourn the meeting.

Mr. Buffington moved to adjourn, which was seconded by Mr. Fisher and was passed unanimously.

An affidavit regarding the Executive Session is attached and made a part of the minutes.

  
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Attested by:

  
\_\_\_\_\_  
Catherine M. Nelmes, Chairman

**PEACHTREE CITY AIRPORT AUTHORITY**

**EXECUTIVE SESSION AFFIDAVIT**

The undersigned hereby states under oath, in the presence of a notary public, as subscribed below, that the undersigned presided over a meeting of the Peachtree City Airport Authority, in the capacity set forth below, on the meeting date set forth below.

A portion of this meeting was held in executive session and closed to the public, pursuant to motion duly made, seconded and passed by the Authority. The closed portion of such meeting, held in executive session, was devoted to matters within the exceptions provided by law, specifically as initialed below:

- Discussing matters protected by the attorney-client privilege. O.C.G.A. §50-14-2(1).
- Discussing the future acquisition of real estate. O.C.G.A. §50-14-3(4).
- Discussing or deliberating the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee. O.C.G.A. §50-14-3(6).

The closed portion of the meeting was held in compliance with the law, based upon the advice of legal counsel for the Authority, and based upon observation of all members present.

In witness whereof, the undersigned has signed this affidavit on the date indicated below.

Sworn to and subscribed  
before me this date: 8/14/02  
[Signature]  
Notary Public

NOTARY PUBLIC, FAYETTE COUNTY, GEORGIA  
MY COMMISSION EXPIRES MARCH 8, 2004

[Signature]

Signature  
Chairman  
Capacity

Date of meeting: 8-14-02

**CONCURRENCE OF AUTHORITY MEMBERS**

The undersigned confirm that the statements contained in the above affidavit are true and correct.

[Signature]  
[Signature]  
[Signature]

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**OPINION OF LEGAL COUNSEL**

The closed portion of the meeting of the Peachtree City Airport Authority referenced in the above affidavit was appropriate under Georgia law and was held pursuant to my advice and counsel.

[Signature]  
Legal Counsel