

# PEACHTREE CITY AIRPORT AUTHORITY MINUTES OF MEETING

November 13, 2002

The November meeting of the Peachtree City Airport Authority was held at the Aviation Center, Peachtree City-Falcon Field Airport, on November 13, 2002, at 7:00 p.m.

Those present were Chairman Catherine M. Nelmes; Secretary/Treasurer H.E. Buffington; Members Jerry R. Cobb, Mark H. Harris ; Airport Manager James H. Savage; Assistant Manager Andrew Bolton; and Authority Attorney Douglas B. Warner.

Member Douglas A. Fisher was absent due to business travel.

## I. ANNOUNCEMENTS

Chairman Nelmes announced that tonight would be Mr. Harris' last Authority meeting due to his move to a new home in Tyrone, Georgia. A condition for membership on the Authority is that the member must reside in Peachtree City. She and the other members of the Authority thanked Mr. Harris for his service and wished him well. Chairman Nelmes also announced that tonight was Mr. Buffington's next to last meeting due to the expiration of his five year term on December 31, 2002. Mr. Buffington has indicated that he will not seek reappointment.

Chairman Nelmes reminded the audience that with two positions coming open on the Authority, qualified applicants have until November 15, 2002, to apply.

Mr. Mark Davis gave a brief review of his planned "Santa's Co-pilot" program for foster children. The program will involve approximately 20 children who will participate in a party at the Aviation Center that will include a parade of aircraft bringing Santa Claus and gifts for the children that have been supplied by local volunteers.

The program is scheduled for December 14, 2002, starting at 10:00 a.m., and he hopes to raise some \$2,000 for gifts and party expenses.

## II. APPROVAL OF MINUTES

A motion to approve the minutes of the regular meeting of October 9, 2002, as presented, was made by Mr. Cobb and seconded by Chairman Nelmes.

The motion passed unanimously.

A motion to approve the minutes of the workshop meeting of October 14, 2002, as presented, was made by Mr. Harris and seconded by Chairman Nelmes.

The motion passed unanimously.

A motion to approve the minutes of the special called meeting of November 3, 2002, as presented, was made by Mr. Cobb and seconded by Mr. Harris.

The motion passed unanimously.

### III. REPORTS

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

1. **AIP 12 Project.** Following our last meeting, on October 8, 2002, Mr. Steve Smith of Wilbur Smith and Associates sent Mr. Ray Cline, the contractor on this project, a letter requesting that he submit the required certification that he has paid all of his sub-contractors and to submit certification to the FAA that he has met his DBE goals. The letter asked for a response by October 18, 2002, and it states that once he has complied, WSA would advise the Authority to release Mr. Cline's final payment.

Mr. Cline's response was dated October 31, 2002, and states in total:

"We may need to meet an inspector to agree on a final invoice. And we are still in disagreement with the assessment of liquidated damages. Please contact us at your earliest convenience."

To date, attempts to reach him by phone have been unsuccessful.

I have requested WSA to draft a final letter requesting the same information that was included in the letter to Mr. Cline of October 8<sup>th</sup>, and giving Mr. Cline 30 days to comply or we will terminate his contract and return any unused funds to the FAA. Once we have the draft of this final document, I will ask Mr. Warner, the FAA and the GaDOT to review it prior to sending it by Certified Mail to Mr. Cline.

2. **AIP 13 Project.** We closed on the purchase of 23.93 acres of land associated with this project on Monday, October 21, 2002, at a sales price of \$1,075,000. The next steps in the development of this property include: having the property re-zoned to the Airport zoning district (AI); proceeding with the development of Stallings Road for vehicle access; and building a new taxiway to connect the land to Taxiway "B".

3. **Stallings Road Paving.** A draft Intergovernmental Agreement has been sent to City Engineer Troy Besseche that delineates the verbal agreement that was reached between the Authority, City and County regarding this project. Mr. Besseche will review it and send it to the County for their review and action by the County Commission. Once that has occurred, the document will be returned to the Authority for your review and approval, then we will forward to the City Council for their adoption.

This agreement includes language that will allow the Authority to have unlimited access to the airport, and in particular Hangar Area "B", so that we can release Lots B1, B2 and B4 for construction and so the lessees can occupy their facilities upon completion.

A second agreement that involves Peachtree Holdings, Inc. (PCH), the Peachtree City Water and Sewerage Authority (WASA), and the Airport Authority has been drafted by Mr. Doug Warner's office and sent to WASA for action. This seconded document specifies WASA's financial participation in both Phase I and Phase II of the road's construction, which includes a pledge of \$50,000 for each phase of the project. The project continues to move forward.

**4. Crack Seal Project.** This project has been scheduled to start this week, weather permitting. We held a pre-construction meeting with the Georgia DOT and the contractor on October 24, 2002, and the contractor has requested to work during the nighttime hours to reduce the conflict with our normal air traffic. This was at his request and will be done at no additional cost. He is confident that he can complete the project in three or four nights. The pavement must be dry and above 30 degrees Fahrenheit before he can work.

**5. Aircraft Landing Incident.** As I have previously reported, a Cessna 310, N4196Q, based at Peachtree City-Falcon Field (FFC), landed gear-up in a planned emergency landing at approximately 1335, November 7, 2002. The flight departed FFC earlier that morning on a planned trip to Destin, Florida. Attempts to lower the right main landing gear at Destin were unsuccessful so pilot Kurt Barber elected to return to FFC for the landing.

Because we had ample warning, the Peachtree City Fire and Police Departments responded early and were in place and ready to act if needed, when the aircraft arrived.

Mr. Bill Mercure, who will be repairing the aircraft, flew a chase plane to do a visual inspection of the gear and to assist Mr. Barber in additional efforts to lower the right main gear prior to landing. While the left main gear and the nose gear extended normally, all efforts to extend the right main gear failed and it was ultimately agreed that he would land with all gear up to limit damage to the aircraft structure. After the landing, which was performed in a "picture perfect" manner, all occupants evacuated safely.

The FAA inspected the aircraft and once they released it back to the owner, a crane was used to lift the aircraft so additional efforts could be made to lower the gear and then to tow the aircraft from the runway. Again, the left main and nose gears extended normally, but the right gear would not budge. After nearly 5 hours of effort, we elected to use the crane to move the aircraft to the Annex Hangar with the right main gear still retracted. As I write this report, it has not been determined why the gear would not extend and it remains retracted.

I would like to commend the Police and Fire Departments for a job well done, as well as Mr. Barber who handled the emergency in an exceptional manner. I would also like to thank Mr. Mercure who worked steadily for some 7 hours assisting in the safe removal and storage of the disabled aircraft.

Several weeks prior to the landing, I had discussed conducting a mock drill with Captain Tom Hughey of the Fire Department to simulate an aircraft incident. As we review how this actual emergency was handled, we may still wish to conduct such a drill at a later time. As to the airport staff's role during the event, our performance was generally very good, but we have identified a couple of issues that could have been handled better and I will take the responsibility for the errors and the steps necessary to insure improvement in those areas. All things considered however, the event went very smoothly and no one was injured.

**6. Vacation.** Finally, I intend to take a week's vacation starting November 18<sup>th</sup>. Unfortunately, we are not planning any side trips since my wife has to work, so I will be using the time to do many of those "honey-do's" that have been piling up. Mr. Bolton will assume my duties during my time out.

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

Mr. Savage gave a brief review of the financial information for October, pointing out that Jet -A fuel sales were some \$20,000 better than expected due a weather situation during the recent NASCAR race at Hampton, Georgia, that produced ceilings and visibilities that were greater than the published minimums for an instrument approach to Peachtree City-Falcon Field (FFC), but were below the minimums for Tara Field (4A7) at Hampton. This factor caused several aircraft to divert to FFC for fuel and overnight parking.

While AvGas sales for the period were lower than expected because of the same weather conditions, net income for October was \$16,247 versus a budgeted amount of \$9,935. Estimated cash flow for the month was \$6,067 compared to \$2,435.

Mr. Savage reviewed the changes to the monthly financial statements that now provides a more accurate estimate of monthly cash flow and depicts the cash balances and monthly activities of the other Authority bank accounts. The Capital/Reserve Fund balance for October was \$154,464, and the Grant Fund account shows a balance of \$54,850.

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

##### **02-10-01 Review and consider revising order of priority for items listed on the FAA Capital Improvement Plan.**

Chairman Nelmes advised the members that she and Mr. Savage believe that this item should be continued until the December meeting. Wilbur Smith and Associates has been working on a revision to the runway safety area design as well as reviewing cost estimates for current prices, and she believes the additional time will give the Authority better information on which to base your decisions.

A motion was made by Mr. Cobb and seconded by Mr. Harris to leave this item tabled until the December meeting of the Authority.

The motion passed unanimously.

## VI. NEW AGENDA ITEMS

### 02-11-03 Consider proposals for conducting condition survey of the Aviation Center's roof and upper wall sections for water leaks, and related services.

Mr. Savage gave a brief description of his experiences to date with attempts to fix the roof leak problems at the Aviation Center, where each roofing contractor has had a different idea of how the problems should be repaired, with cost estimates ranging from small to large. At the recommendation of one local roofing company, he had requested proposals from three companies that specialize in performing condition inspections of "hard-to-fix" roof leak problems, to inspect our facility and make recommendations.

The scope of work that had been requested included:

- (1) Conducting a condition inspection of the roof, upper wall sections and roof penetrations to ascertain the cause of the leakage we experience, and to devise permanent solutions for fixing those problems.
- (2) Preparing contract bid documents, conducting a pre-bid meeting with contractors, receiving bids, and preparing a summary and recommendations for the Authority.
- (3) Visiting the site during construction to observe the work in progress, documenting the actual repairs with text and photographic reports.

Three proposals were received, with the last one listed arriving on Monday, November 11, 2002.

Williamson and Associates proposed to perform items 1 and 2 above for a fixed price of \$10,000, and item 3 for a fee not to exceed \$17,500, based on hourly rates of \$100/ hour for Principal time; \$90/hour for Associates time; and \$40/hour for Clerical time, plus expenses.

Wiss, Janney, Elstner Associates, Inc had indicated a willingness to perform the items listed above, but will charge \$2,500 to do the inspection, then based on their findings, they will issue recommendations, including a more defined scope of work, then establish a fee structure accordingly.

Lance Roof Inspection Service proposed to perform items 1 and 2 for a price of \$2,500, and to furnish a full-time field inspector to monitor the repairs for a cost of \$1,500 per week for a 6 day week. They performed a preliminary inspection for which they have submitted a preliminary report. They have invoiced the Authority for \$420 for this preliminary inspection, although this fee was never discussed prior to the submission of the report.

A general discussion followed during which Chairman Nelmes and other members expressed the need for staff to contact references provided by each of the bidders to ascertain the quality of their work, and to require the bidders to provide through a Performance Bond, or some other acceptable method, a guarantee that the recommendations, if performed properly, will provide a permanent fix to the problems.

Since the performance bond was not mentioned during the verbal request made to these bidders, nor was a request made for references, a motion was made by Mr. Cobb and seconded by Chairman Nelmes, to table action on this item until the December meeting to allow staff to acquire the additional information.

The motion passed unanimously.

**02-11-04 Consider proposals to clean, prime and paint the office "lean-to" area attached to the FBO Hangar.**

Mr. Savage explained that he had been assured that he would have three proposals for this job in time to be considered by the Authority, but only two were received.

Routine Maintenance, Inc. proposed to pressure wash the exterior, scrape and sand loose paint, repair bottom six inches of wall along its entire length, caulk as needed, remove excess dirt along bottom, prime, and paint the exterior for \$4,700.

Strauch Contracting, proposed to pressure wash exterior, scrape required areas, treat rusted areas, dig accumulated dirt from the bottom of the wall panels and treat rusted areas, remove old caulk and re-caulk around windows as needed, prime and paint walls, paint gutters and apply epoxy paint to walkway near existing entrance for \$5,250.

RJC Construction did not bid.

After some discussion, including a comment from Mr. Buffington that Routine Maintenance had performed work for him previously, and he found it satisfactory, and a comment from Mr. Savage that he had also worked with both contractors previously and that both were equally acceptable, Mr. Cobb moved to hire Routine Maintenance, Inc. to do the work described for \$4,700. Funding to come from the reserve fund.

The motion was seconded by Mr. Harris and was passed unanimously.

**02-11-05 Consider request from Jet Limo, LLC, to discuss "through-the-fence" fees.**

Chairman Nelmes opened discussions on the item by inviting Mr. Mike Rossetti to address the Authority on the fees associated with the current "through-the-fence" (TTF) agreement.

Mr. Rossetti expressed his company's desire to develop a hangar of approximately 7,000 square feet with the approximate same area for an aircraft parking apron. It was his opinion that the fee of \$.20 per square foot was too high and that it was preventing adjacent property owners from developing aviation related businesses that would operate through-the-fence. He stated that he believed the fee would be greater than the taxes due on the property, and that the Authority should be pricing the fees to encourage development, rather than discouraging it.

A general discussion followed with input from members of the Authority, airport staff, Mr. Stan Smith and others on the issue. Comparisons were made to other area airports and their fee structures, but there was no agreement from the members of the Authority that the current fee of \$.20 per square foot for TTF access was excessive.

A motion was made by Mr. Harris and seconded by Chairman Nelmes to table action on this item until the December meeting so an effort could be made to find comparisons of similar airports with similar TTF fees.

The vote was two in favor, one opposed and one abstention. Mr. Buffington voted against tabling the issue, stating he did not feel there was a need to revisit the fee structure at this time. Mr. Cobb abstained stating that because he owned a hangar on the airport he might have a conflict of interest on the issue.

Mr. Savage asked Mr. Warner if under these circumstances, with only four members of the Authority present, would a two in favor vote constitute a majority of the Authority. It was Mr. Warner's opinion that it would take three members voting in the affirmative to constitute a majority and therefore the motion would not pass with only two affirmative votes.

The motion to table failed.

Since no other action was proposed, the item was considered satisfied.

Chairman Nelmes indicated to the public that she would attempt to find comparable operations and price structures and would consider placing it on the December agenda as a new issue, based on those findings.

**02-11-06 Consider deficit reduction agreement to assist the City with its revenue shortfall for FY 2002.**

Attached, and made a part of these minutes, is a copy of an Intergovernmental Agreement for Deficit Reduction that addresses the issue of the Authority assisting the City with its revenue shortfall for FY 2002. It has been determined by the City that the revenue from the Hotel/Motel tax for FY 2002, was \$84,862 less than originally budgeted. It has also been determined that the Authority's share of the deficit reduction for FY 2002, should be 20%.

Based on the Authority's desire to assist the City with this revenue shortfall, a motion was made by Mr. Cobb and seconded by Chairman Nelmes that the agreement be approved as submitted, and that the Chairman be authorized to sign the agreement and deliver a check to the City for \$16,972.00, as specified in the agreement.

The motion passed unanimously.

**02-11-07 Review the status of the "Project of Work" for developing a marketing plan for the airport, and consider funding same.**

Chairman Nelmes gave a brief review of a document prepared by Mr. Chris Clark of the Fayette County Development Authority entitled a "Program of Work." This document outlines a number of steps that the Authority should take to promote the development of "business clusters" that are associated with aviation. Such a development could have a long term benefit to the community and the airport.

During a recent workshop to discuss marketing ideas for the airport with Mr. Robert Kennedy of Atlanta Hartsfield Airport, various ideas were discussed that were relatively inexpensive that might be considered in the overall marketing strategy.

Chairman Nelmes also expressed a desire to review the Authority's Mission Statement in an effort to clearly understand the Authority's desire of what it wants the airport to be, now and in the future, and what resources it has, or will be acquiring over the next 20 years, so a sound marketing plan can be developed. By meeting with various business and political leaders, Chairman Nelmes hopes she can get feedback from the community to aid in this effort.

Chairman Nelmes expressed the belief that in order to start the marketing and public relations efforts outlined in the "Program of Work" it will be necessary to allocate funds, since no such funding is currently available in the Operations Budget. She recommended an initial funding of \$5,000.

A motion was made by Mr. Cobb and seconded by Chairman Nelmes to amend the FY 2003, Operating Budget to add \$5,000 for marketing efforts. Such funds will be transferred from the Capital/Reserve fund and carried under the advertising line item.

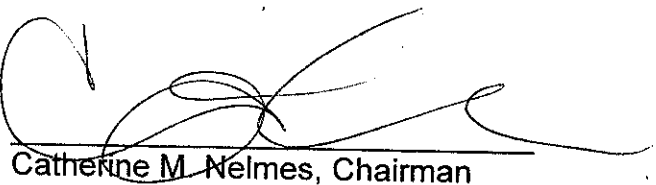
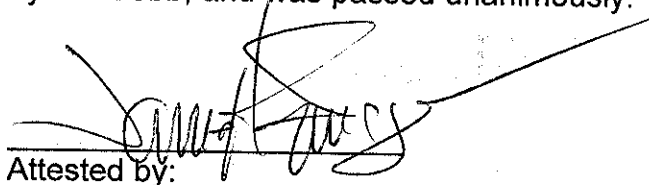
The motion passed unanimously.

**VII. EXECUTIVE SESSION**

None.

At 9:50 p.m., hearing of no further business for consideration in regular session, Chairman Nelmes called for a motion to adjourn. The motion was made by Mr. Harris and seconded by Mr. Cobb, and was passed unanimously.

Attested by:



Catherine M. Nelmes, Chairman



**INTERGOVERNMENTAL AGREEMENT FOR DEFICIT REDUCTION**

This Agreement, entered into on \_\_\_\_\_, 2002, by and between the City of Peachtree City ("City") and Peachtree City Airport Authority ("Airport Authority") as follows:

**WHEREAS**, the City charges a tax on certain receipts received by the hotels and motels located within its boundaries ("hotel/motel tax"); and,

**WHEREAS**, because of a significant slump in the hospitality industry, the City increased the hotel/motel tax to six (6%) percent effective February 1, 2002; and,

**WHEREAS**, even with the increased rate of the hotel/motel tax, the City experienced a shortfall between the income received from the hotel/motel tax and that budgeted of approximately nine (9%) percent; and,

**WHEREAS**, the City provides the Airport Authority with a certain percentage of the funds stemming from the hotel/motel tax; and,

**WHEREAS**, the City has requested that the Airport Authority assist the City by sharing in the reduction of the deficit created by such shortfall; and,

**WHEREAS**, the Airport Authority has agreed to cooperate with the City in this deficit reduction as more fully described herein below.

**NOW, THEREFORE**, for and in consideration of One (\$1.00) dollar in hand paid, the receipt of which is hereby acknowledged, the Airport Authority and City have agreed as follows:

1. Based on a shortfall in the hotel/motel tax of \$84,862, and the original pro rata calculations provided by Councilman Steve Rapson which showed the Airport Authority's share of the deficit reduction as 20%, the Airport Authority hereby agrees to provide the City with a \$16,972, lump sum payment to assist in said deficit reduction. Payment to be made at the time of execution of this agreement by the parties hereto.
2. For this consideration, the City agrees to repay the Airport Authority \$16,972, in full, with no accumulated interest or carrying charges, by a date no later than September 30, 2003.

**IN WITNESS WHEREOF**, the parties have affixed their hands the date first set forth above.

**PEACHTREE CITY AIRPORT AUTHORITY**

**CITY OF PEACHTREE CITY**

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

By: \_\_\_\_\_  
Stephen D. Brown, Mayor

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Witness

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Witness