

PEACHTREE CITY AIRPORT AUTHORITY MINUTES OF MEETING

December 11, 2002

The December meeting of the Peachtree City Airport Authority was held at the Aviation Center, Peachtree City-Falcon Field Airport, on December 11, 2002, at 7:30 p.m.

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

Member Mark H. Harris resigned from the Authority on November 16, 2002, after transferring his residence from Peachtree City, therefore the Authority consists of four members until a new member is appointed by the City Council.

I. ANNOUNCEMENTS

Chairman Nelmes announced that tonight would be Mr. Buffington's last meeting, unless a called meeting is necessary during the month, due to the expiration of his five year term on December 31, 2002. Mr. Buffington did not seek reappointment.

Chairman Nelmes presented Mr. Buffington with a parting gift from the Authority (a framed aerial photo of the airport) and thanked him for his dedicated service to the community. Mr. Buffington gave a brief statement in response saying he had enjoyed his service and that he was proud of the accomplishments made by the Authority, and wished them best of success in the future.

Chairman Nelmes also acknowledged a Certificate of Appreciation issued by the City of Peachtree City regarding the donation made by the Authority to the Local Emergency Planning Committee for hazardous material handling equipment.

II. APPROVAL OF MINUTES

A motion to approve the minutes of the regular meeting of November 13, 2002, as presented, was made by Mr. Cobb and seconded by Mr. Fisher.

The motion passed unanimously.

III. REPORTS

AIRPORT MANAGER'S REPORT

December 10, 2002

1. **AIP 12 Project.** Following our last meeting, several attempts were made to reach Mr. Ray Cline by telephone to discuss releasing his final payment and closing out AIP Project 03-13-0146-12. In early December we received the following letter dated December 2, 2002, that states in its entirety:

"Mr. Doyle:

We would like to meet an inspector to agree on final invoice quantities.

Please contact us at your earliest convenience.

Ray Cline"

Mr. Ed Doyle of Wilbur Smith and Associates was finally able to reach Mr. Cline yesterday to discuss his letter of December 2nd. Mr. Cline advised that he did not agree with the final quantities involved with the taxiway lighting. We believe that he is attempting to charge us for remedial work performed by his electrical sub-contractor who had to replace several hundred feet of wiring that was damaged by Mr. Cline's own workforce.

Mr. Doyle has verified with the Resident Engineer that was on site during construction, that the quantities of material and work accomplished during AIP 12 are correct, and until now have never been in dispute.

The attached draft letter to Mr. Cline has been prepared for delivery pending a review by Mr. Warner, the FAA and Georgia DOT. We propose that the deadline for compliance be 15 days after the expected delivery date of the letter.

2. **Crack Seal Project.** This project was completed on December 2nd, and the Georgia DOT completed its inspection on December 3rd, and approved the work as meeting specifications. Repairs to the runway and parallel taxiways were accomplished during nighttime hours to reduce the impact on daylight operations, with the apron areas completed over a two day period.

The contractor estimates they routed and filled some 40,000 linear feet of cracks, most of which were on the apron areas. We had estimated only 22,000 linear feet of cracks, the difference being attributed to the ambient temperature difference between July, when we did the estimate, and November when the work was accomplished. According to the contractor, the colder temperatures of fall cause small hairline cracks to open up wide enough to need repairs, which would go unnoticed when it was warm.

The contract was for a lump sum amount of \$15,400 and it was the responsibility of the contractor to verify the original estimate. Mr. Charles Wall, of Wall Asphalt Services, Inc.,

was given the opportunity to verify the original estimate and chose not to do so. He has expressed no complaints about the differences.

3. Sheriff's Department Helicopter. The Fayette County Sheriff's Department moved it Bell Jet Ranger into the Annex Hangar this week. They will be occupying approximately 1,200 square feet of space near the hangar door on the western side of the building. While the space is being provided at no cost to the County, they will be purchasing fuel from the FBO and of course we gain the added security of their presences on the field.

We have discussed the possibility of them moving a small communication trailer into the area next to the side door of the hangar to serve as an office until such time as we make permanent improvements to the facility. One possibility might be to use inmate labor to make some of those improvements, which could amount to a considerable savings to the Authority.

4. Deposit refund. On November 20, 2002, we received a request from James M. Gess, of Southern Air Aviation, asking that we terminate their lease agreement for Lot B-4, and return their deposit of \$10,053.00. Mr. Gess' letter is attached for your review.

Normally such a deposit would not be refundable, however due to the uncertainty of when access to the lot from Stallings Road was going to be available, an addendum was added to his lease agreement that permitted the Lessee to terminate the agreement prior to construction if road access was denied, or if building permits could not be obtained from the City until appropriate road access had been assured. Mr. Gess signed his lease agreement on May 8, 2002.

We issued a check for the above amount on November 26th, and sent it along with my letter in response, which is also attached. We still retain deposits for Lots B-1 and B-2.

5. Christmas Party. As we have done for the last few years, the airport staff, including the Authority members and spouses, will join with the staff of Peachtree Flight Center for holiday festivities this coming Saturday night, starting at 6:00 pm.

The main meat dish, rolls and non-alcoholic beverages will be furnished by the Authority, but we ask all attendees to bring a covered dish to share. It's BYOB and bring a gift to exchange in our usual goofy gift program.

Also, Mr. Matt Davis' "Santa's Copilot" program will start at 10:00 am that same day.

Please join us for both.

IV. FINANCIAL REVIEW

Mr. Savage gave a brief review of the financial information for November, highlighting that Jet -A fuel sales were slightly better than expected, and that AvGas sales were also some \$3,762 better than forecast, but the lack of a tenant in the Annex Hangar reduced rents by \$3,000, resulting in a gross income of \$1,715 less than budget.

Expenses were held to \$8,240 less than budget, and when combined with an increase for the month in hotel tax distribution and the unbudgeted income from Hank Aaron BMW of \$3,000, Net Income for the period was a positive \$10,892, versus an expected negative income of \$3,790.

Because of several actions taken last month, the estimated cash flow for November was a negative \$7,831 compared to the original estimate of a negative \$11,290.

The Capital/Reserve Fund balance for November was \$125,453, and the Grant Fund account shows a balance of \$42,713.

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 asked Mr. Savage to review the efforts to date on this item. Mr. Savage gave a brief review of the FAA's efforts to approve the Airport Master Plan, which was submitted in the Spring of 2001, stating that the individual that was assigned the task in August of this year has indicated that he expects to issue his review and comments soon.

It was Mr. Savage's opinion that based on verbal comments from the FAA, the Authority should leave the priority list much as it was submitted in October of this year, until the Authority receives the comments from the FAA. It may be necessary at that time to re-evaluate the list and make adjustments to accommodate those recommendations.

Mr. Fisher asked when those comments might be available? Mr. Savage stated that the FAA hopes to issue it's comments early in 2003.

Since previous action by the Authority had established the current priority list, it was agreed that no action by the Authority was necessary at this time, therefore the item is considered satisfied.

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 review of his efforts to get the additional information from the roofing consultants that had been requested by the Authority at its last meeting.

The basic information that was requested on the second effort included:

- (1) Conduct a condition inspection of the roof, upper wall sections and roof penetrations to ascertain the cause of the leakage we experience, and devise a permanent solution for correcting those problems.
- (2) Prepare contract bid documents, including materials and technical specifications, conduct a pre-bid meeting with potential contractors, receive bids, and prepare a summary and recommended course of action for the Authority.
- (3) Maintain an on-site presence during construction to observe the work in progress, documenting the actual repairs with text and photographic reports, to verify that the work has been accomplished according to specifications.
- (4) Provide a Performance Bond or other suitable guarantee that if the recommendations made are accomplished according to specifications, the Authority will have financial recourse should the actions taken fail to stop the leakage.
- (5) Provide three references where similar leakage problems occurred that were corrected by your recommendations.

Mr. Savage set a date of December 4th, as a deadline for the receipt of the additional information. While responses were eventually received by all three consultants, only Williams and Associates, Inc. responded by the deadline. Wiss, Janney, Elstner Associates, Inc., responded by e-mail on Friday, December 6th, and Lance Roof Inspection Service, Inc., responded by FAX on December 11th.

Mr. Savage explained that he had contacted the references provided by Williamson and all were very positive about the quality of work provided by the company. Each stating that they had used other consultants and they had found Williamson to be the best.

Mr. Savage recommended to the Authority that because of the positive references and the fact that Williamson was the only company to respond in a timely and responsive manner, that they should accept Williamson's proposal.

A general discussion followed during which Mr. Fisher stated that even though the proposal from Williamson was rather high, it was less than that proposed by Wiss, and he felt that he could support their selection. Mr. Savage stated that during his conversations with the references provided by Williamson, and with the other two respondents, it was unlikely that any consultant would be able, or willing, to provide a Performance Bond to guarantee that their recommendations will provide a permanent fix to the problems. All agreed that a normal two year guarantee should be required in the contractor's request for proposals and that if the Authority wanted an extended warranty, it should be included as an additive alternate in the RFP.

A motion was made by Mr. Fisher to accept the proposal from Williamson and Associates, Inc. as presented. The motion was seconded by Mr. Cobb, and was passed unanimously.

VI. NEW AGENDA ITEMS

02-12-01 Review "through-the-fence" fee structure.

Chairman Nelmes stated that after last month's meeting, where no action was taken on a similar agenda item, she had requested that this item be added for additional discussion.

She explained that she had searched the Internet to see how other airports around the country establish their fees for "through-the-fence" (TTF) operations. She read a list of several airports that had fees ranging from as little as \$.02 per square foot of land to ones with both a square footage rate plus a percentage of gross receipts derived from commercial activities conducted through-the-fence. After her review, she stated that it was her belief that Peachtree City-Falcon Field's TTF fees were not out of line and that no action by the Authority was necessary.

Mr. Stan Smith and Mr. Mike Rossetti both expressed the view that the TTF fees were indeed too high and used as an example that Mr. Rossetti was keeping his aircraft at Griffin because the fees have discouraged him from building a hangar on the Jet Limo property adjacent to the Aviation Center. Both said they believed that the current TTF fees had also discouraged other businesses from locating at FFC.

Chairman Nelmes stated that she doubted that the current fee structure, which would be applicable to Jet Limo, was unlikely to stop anyone from locating at FFC. She then asked Mr. Rossetti what he considered a "fair" fee?

Mr. Rossetti replied that something in the \$.10 per square foot for the hangar area only, would be about right.

Other members of the public offered other comments, including the possibility of offsetting access fees with increased fuel purchases.

It was agreed by Mr. Rossetti that he would contact Chairman Nelmes with information on the fees he currently pays at Griffin.

No action was considered necessary on this item and it is considered satisfied.

02-12-02 Consider proposal from Peachtree Flight Center to lease Annex Hangar.

Mr. Savage gave a brief overview of the proposal received from Mr. Dan Waters of Peachtree Flight Center to lease the Annex Hangar. While the proposal was detailed in some areas, including proposed lease rates, it left unanswered how many square feet of office space, shop area and storage space they will need for their increased operations.

The lease rates proposed are less than the rate that was budgeted by the Authority for the first year or so, and no mention was made as to how long of a lease they were seeking.

After a brief discussion of the proposal by the Authority, with the statement by Chairman Nelmes that discussions were being held with others that have expressed an interest in leasing the facility, Mr. Cobb moved to table discussions on the proposal to allow staff to clarify certain issues and obtain additional information.

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

02-12-03 Consider approval of Intergovernmental Agreement with Fayette County and Peachtree City for the construction and paving of Stallings Road.

Mr. Savage outlined the efforts over the last several weeks to prepare a draft agreement for both the County and the City to consider, that states in written form the issues and verbal agreements that have been discussed by all of the parties involved in this project.

The original agreement was drafted by Mr. Savage, Mr. Warner and Ms. Stacey Collins of Mr. Warner's firm, and then sent to the City for review. After a review by the City Attorney and City Engineer, the document was sent to the County for consideration.

Mr. Savage stated that in conversations with Mr. Bill McNalley, County Attorney, he suggested that the content of the draft was satisfactory, but the County would prefer to use a standard form that is used with the LARP program paving projects, amending it where necessary to include the Airport Authority's issues and signature block.

Mr. McNalley had indicated that he would make every effort to get the amended form to the Authority and City as soon as possible, understanding that in order to place a timely request with the Georgia DOT for funding assistance in FY 03, it must be completed very soon.

After a general discussion by the Authority it was agreed that should the document be made available this month, the Authority could call a special meeting later in December to consider the amended agreement, and if passed, forward it to the City Council for their consideration at their January 2, 2003, meeting.

A motion was made by Mr. Cobb and seconded by Mr. Fisher to table discussion on this item until the Authority has the amended agreement from the County for consideration.

The motion passed unanimously.

VII. EXECUTIVE SESSION

None.

At 8:58 p.m., Chairman Nelmes hearing of no further business for consideration, moved to adjourn. The motion was seconded by Mr. Cobb and was passed unanimously.

Attested by: 


Catherine M. Nelmes, Chairman