

# CITY OF PLYMOUTH BOARD OF AVIATION COMMISSIONERS

City of Plymouth Board of Aviation Commissioners met in regular session January 14, 2020 at 6:30 p.m. in the Council Chambers, 124 N. Michigan Street, Plymouth, Indiana.

President Bockman called the meeting to order for Commissioners:

**Present:** Phil Bockman, Ken Houin, Steve Hupka, Joe Mersch, Kevin Morrison.

**Absent:** None

Airport Engineer Mark Shillington, Airport Manager Bill Sheley, Clerk-Treasurer Jeanine Xaver, and City Attorney Sean Surrisi were also present.

## Election of Officers

Commissioners Morrison and Hupka moved and seconded to retain the same officers:

President – Phil Bockman

Vice-President – Steve Hupka

Secretary – Kevin Morrison

The motion carried.

## Set Meeting Dates and Times for 2020

Commissioners Morrison and Hupka moved and seconded to continue with the same set meeting dates and times for 2020: the second Tuesday of the month at 6:30 p.m. The motion carried.

## Approve Minutes of Regular Session December 10, 2019

Commissioners Hupka and Morrison moved and seconded to approve minutes of regular session December 10, 2019. The motion carried.

## Airport Engineer's Report

Airport Engineer Mark Shillington provided an update on the Airport Layout Plan (AIP 20). Draft copies of the Airport Layout Plan (ALP) and Narrative Report have been prepared. They are still awaiting FAA review and approval of the Airport Forecast. As soon as the FAA buys in to the runway extension, Shillington will arrange for a technical committee review of the proposed development plan showing the runway extension of 5,005 feet, widening, parallel taxiway, land acquisition, and hangar development. There have been some updated emails saying the FAA is getting close to reviewing the report and looking to approve it.

For up-to-date progress, Woolpert Invoice #10 is in the amount of \$8,440.00 and represents approximately 82% completion. Shillington recommended the board approve the following documents associated with the above referenced invoice:

Attachment #1:	Woolpert Invoice #10	\$8,440.00
Attachment #2:	FAA Pay Request #10	requesting \$ 7,596.00
	[or 90% rounded down to the nearest dollar]	
Attachment #3:	INDOT CIV #10	requesting \$ 422.00 [or 5% exactly]

Commissioners Morrison and Hupka moved and second to approve Woolpert Invoice #10 along with the associated FAA Pay Request and INDOT CIV #10 request. The motion carried.

Next, Shillington discussed the update to the proposed 2020 Taxiway Project. He prepared an agreement between the owner and engineer for the services outlined in the Intent to Contract letter that was agreed upon by the board at their December 2019 meeting. Contract highlights include the scope of service, special project conditions, and fee summary, which is as follows:

Design Administration.....	\$ 4,883.00
Environmental.....	\$ 26,319.00
Design / Engineering.....	\$ 12,045.00
Total.....	\$ 43,247.00

Shillington recommended and approved an Independent Fee analysis required by the FAA to have engineering fees eligible for AIP funding. The Archaeological and Wetland surveys have been completed with the survey being performed by the end of the month. He also reviewed the independent fee estimate:

Proposed Contract Info

Woolpert proposed Agreement between Owner and Engineer dated January 13, 2019 for design services associated with the preliminary design of 3,900 feet long parallel TWY with connecting TWY; installing TWY Edge Lighting and Guidance Signs.

1. Marion Municipal AIP 026 in 2017 for the design administration of a project to construct parallel Taxiway "A" to RWY 15-33.
2. Daviess County AIP 07 in 2003 for the design of a 3,200 feet long parallel TWY with connecting TWY for environmental documentation including a CAT EX; Regulated Waters survey; Archaeological survey of similar acreage.
3. Starke County AIP 012 in 2012 for the design of 600-foot extension of RWY and parallel TWY; however, encompassing lesser acreage but similar topographical features.

Future Value = Present Value \* (1+ interest) \*\*number of years difference  
4.0% used for inflation rate

Design Administration -- Dated 12/7/2017	\$4,250.00
Adjusted for Inflation	\$4,780.00
Proposed Contract Cost	\$4,883.00
Difference	\$103.00
Environmental - Dated 9/9/2003	\$19,000.00
Adjusted for Inflation	\$38,490.00
Proposed Contract Cost	\$26,319.00
Difference	-\$12,171.00
Topographical Survey - Dated 07/17/2012	\$10,000.00
Adjusted for Inflation	\$13,685.00
Proposed Contract Cost	\$12,045.00
Difference	-\$1,640.00
Total Dated Amount -	\$33,250.00
Total Adjusted for Inflation -	\$56,955.00
Total Proposed Contract Cost -	\$43,247.00
Total Difference -	-\$13,708.00

Result – Proposed fee is \$13,708.00 less than expected fee and equals an inflation rate of approximately 2.85% which is reasonable.

City Attorney Surrisi recommended to strike Article 16 located on page 9, regarding a restate of reserve and arbitration clause over \$42,000. Surrisi asked to not have to address all dispute resolution through Arbitration.

Morrison and Hupka moved and seconded to accept the contract with the proposal of striking Article 16 and accepted the methodology present. The motion carried.

### **Airport Manager's Report**

Subject: January 2020 BOAC Meeting Report

1. Due to People moving out of the area or selling their aircraft we now have 2 open T hangars.
2. Rollers at bottom of "M" hangar door split, waiting for repair parts that had to be ordered.
3. Working on Open House date with Alpha Flight for 2020-21 CTE High School program, expecting 40+ next school year. Tentative date is set for Tuesday, February 18<sup>th</sup> for the Open House.
4. Monthly Sales: Oct= \$14,613.39; Nov=\$13,794.02; Dec=\$6,156.12
5. Runway & Grounds Inspection Report: Attached

Regards,  
Bill Sheley  
Manager C65

### **Other Business**

Jon Ganshorn discussed the lease and how he was under the impression that the lease was a "flex" lease for rent and he has only seen a standard lease. Surrisi stated that the original contract that was drawn up in 2011 was for 48 acres and that the contract changed in 2013 due to some acreage being "to soggy" to allow for proper farm use.

In 2016, the FAA agreed to give Ganshorn 23 acres to farm and both parties agreed to renew the contract even if Ganshorn could farm more than the contracted 23 acres. Ganshorn stated that the mowing of ground control is cutting his production in half due to mowing 10 acres of Ganshorn's farm land.

Sheley had to cut the field due to it being excessively tall at almost 5 feet high. When Sheley checked the amount of land that was cut by Ganshorn for production on Beacon, he calculated that to be roughly 30 acres. It was then suggested terminating the contract due to the grass needing to be under 18 inches for flight school and the deer around. There is no problem with the front 14 acres for alfalfa.

Sheley stated there is 4.5 acres on the west end, 5.5 on the south-west side of the ditch, and 12 acres on the south side of the runway. The 10 acres that are in question are east of the ditch on the north and south side of the road. Sheley stated that the north side is about 9.5 acres and the south side is about 12 acres. There has not been improvement with the drainage from when the runway was worked on and has caused the east end to be too wet for production to grow.

It was suggested to call Ganshorn first before mowing is needed to check and see if he was able to get his hay before the mowing takes place. Jeanine Xaver stated that Abby Collins sent the bill November 8<sup>th</sup>, due December 1<sup>st</sup>, and at this point it is still unpaid. Xaver has asked both, Jon and Aaron Ganshorn for payment, and both have refused payment. Ganshorn has agreed to make the lease payment tomorrow.

Ganshorn added that there is a name change to the farm business. Surrisi stated that since there will be a name change, then a new contract will need to be executed. Xaver suggested that since the contract will have to be written again due to the name change of the farm, that there is a 10% late fee added to the contract for late rent payment. Ganshorn stated that as of right now he is at \$102.00 an acre and at current bills he will need to have at least 2 bales of hay an acre to make the revenue needed and he is sitting at 2.75 bales per acre. The current contract states that in order to add additional fees that it needs to be done before the due date of December 1<sup>st</sup>. It has been decided that Ganshorn will pay the past due balance that was due on December 1<sup>st</sup>, 2019 and a new contract will be written with the new farm name, same acreage, and same price.

#### **Acceptance of Correspondence**

- Runway and Grounds Inspection Report
- November 2019 Financial Reports

**Motion:** Acceptance of Correspondence

**Action:** Approve

**Moved by** Steve Hupka, **Seconded by** Kevin Morrison.

Motion passed unanimously.

#### **Adjournment**


**Motion:** Adjournment

**Action:** Adjourn

**Moved by** Ken Houin, **Seconded by** Joe Mersch.

Motion passed unanimously.

The meeting adjourned at 7:51 p.m.



Abby Collins

Recording Secretary