

## CITY OF PLYMOUTH BOARD OF AVIATION COMMISSIONERS

April 9, 2024

City of Plymouth Board of Aviation Commissioners met in regular session April 9, 2024 at 6:30 p.m. in the Council Chambers of the City Building, 124 N. Michigan Street, Plymouth, IN.

President Phil Bockman called the meeting to order for Commissioners Houin, Hupka, Mersch and Morrison who were physically present. Also present were Airport Engineer Mark Shillington, Airport Manager Bill Sheley and City Attorney Jeff Houin. The public could see and hear the meeting through Microsoft Teams.

Commissioners Hupka and Houin moved and seconded to approve the minutes of the regular session meeting of March 12, 2024. The motion carried.

### Airport Engineer's Report

Shillington stated for the rehabilitation of the hangar door, the installation is substantially complete as they are down to two-three action items before completion of the project. He stated for the first item the installation of the viewing window has been completed per Sheley and apparently it is working well. He stated for the second item he has scheduled a final inspection to determine if there is punch list work and to determine release of retainage. He explained that Michael Buening with INDOT's Office of Aviation will be there Thursday, April 11 at 10:00 AM. He stated that Sheley mentioned to him that there is a gap between the new lift door seal and the hangar side wall on each side that allows rain water to enter the hangar. He explained that he notified Strebbig Construction about this issue and was told they would review and respond with a solution. He also explained, as Sheley mentioned earlier, that there was a representative with Strebbig Construction out at the Airport today and they are researching a solution and will provide what they need to in order to remedy that. He stated with completion of the final work they can finalize the payments and closeout that grant so there will be no invoices or pay requests to discuss in regards to that tonight. He commented that they have expended 82.6% of the grant total so the release of retainage, along with Woolpert's Final Invoice will make use of the remaining of those funds for grant closeout.

Bockman stated that this is an expensive operation and it went through all the engineering so that door better be right! He explained what will happen is that it will be remedied with something now and then five years from now they will explain that it was never put in right and then they will have to deal with that. He stated that the leaking is not a good sign.

Sheley explained they are talking about an eighth to 3/16 of an inch gap for the weather stripping.

Bockman asked if there is supposed to be none.

Sheley responded by stating there is supposed to be none.

Bockman stated that it is just his opinion and it needs to either be right or made right and not with just some remedy.

Shillington commented that what they are wanting is not just a temporary one-to-two-year solution but something that would actually perform a reasonable life. He believed that Strebig understood that. He stated that their attitude to him is exactly what he had expressed.

Hupka asked if the primed iron piece that sticks out from the front will be painted. He stated he did not see it listed as an issue to follow up on.

Shillington responded by stating he was not expecting anything to be painted.

Hupka asked if it was not a part of the contract to have the frame painted. He stated that he considered it part of the project as it is outdoors.

Sheley responded by stating that they left some touch up primer at the airport.

Hupka asked if that painting is something they will have to do.

Shillington responded by stating that he was not aware of anything in the specifications that addressed painting the frame. He commented that he could look through the specifications again.

Houin asked, aside from those issues, how the door was working.

Sheley responded by stating the door has been working marvelously. He added that they have already made quite a bit of money by having it.

Shillington stated that the expectation is to find a viable solution to the gap. He restated that he will research the painting but he did not expect that to be done.

Houin added that it doesn't have to be the inside framing but rather just the outside.

Hupka agreed and stated that one would expect that as part of completing a job by making sure everything on the outside exposed to nature is covered.

Shillington stated for the extension of the parallel taxiway paving and lighting that the project status has not changed. He explained that Milestone who was the previous apparent low bidder two years ago indicated their desire to hold those prices. He stated he wanted to be sure they were aware of what they were signing up for because the last thing he would want to do is apply for the final grant with holding prices and they find out they forgot something. He explained he wanted something at least in writing from them that they would honor their prices before he would recommend going to grant for that. He stated he was going to arrange a meeting with Dustin Hillary, who is the estimator at Milestone, but he had received breaking news not in his preliminary report. He explained that Victor Iniguez, who is the FAA Program Manager, requested a conference call to discuss the project funding for this on Thursday, April 11<sup>th</sup> at 11:00 AM during their final inspection. He also explained that it would work out as Sheley, himself, and Michael Buening will be on the call with Iniguez. He stated that he received an email from Iniguez requesting a resubmission of the plans and specifications so either there is a particular issue they are planning on discussing or they are paving the way for a potentially successful funding. He expressed before he got ahead of himself, they will find out what happens Thursday. He stated he would like to see the outcome of that conversation before getting Milestone involved.



Shillington reviewed the 2025-2029 Airport Capital Improvement Plan (CIP).

**2025-2029 AIRPORT CAPITAL IMPROVEMENT PLAN (CIP)**

The following reflects the Board’s newly approved 2025-2029 CIP reflecting both AIP funding and AIG Bipartisan Infrastructure Lay (BIL) funding.

2024	\$ 2,796,920	AIP	Extend Parallel TWY; Construct TWY A3 and A4 – Paving.
2024	\$ 310,000	BIL	Purchase Snow Removal Equipment; and
	\$ 28,149	BIL	Reimburse Header Beam Replacement construction.
2025	\$ 575,000	AIP	Extend Parallel TWY; Construct TWY A3 and A4 – Lighting.
2025	\$ 161,111	BIL	Modify Aircraft Hangar Building E – Reimbursement.
2026	\$ 90,000	AIP	Rehabilitate Parallel TWY – Design.
2026	\$ 35,000	AIP	Wildlife Hazard Site Visit and Improve Drainage (Culvert Study).
2026	\$ 161,111	BIL	Modify Aircraft Hangar Building E – Reimbursement.
2027	\$ 430,000	BIL	Rehabilitate Parallel Taxiway A - Construction
2028	\$ 166,667	AIP	Improve Drainage - Design
2029	\$ 405,000	AIP	Improve Drainage – Construction

Shillington explained that an AIP grant preapplication requesting an estimated \$338,140 for the project was submitted via email dated December 6, 2023 to the FAA CHI-ADO and INDOT. He explained he was working on a Professional Service Agreement (PSA) for Board approval. He stated he did email City Attorney Houin to ensure he reviewed it and asked if he saw the responses to his comments. City Attorney Houin agreed.

Commissioner Houin noticed a \$9.00 difference from the two amounts compared to what was submitted in the preapplication. He stated that \$310,000 and \$28,149 should add up to \$338,149.

Shillington agreed and explained that if there ends up being a difference then the \$9.00 difference could come out of one of Woolpert’s invoices. He presented the schedule, along with the breakdown of costs per phase for the PSA as seen below.

Schedule:	Advertise for Bids	May 14, 202
	Open Bids	June 11, 2024
	Submit Grant Application	after June 11, 2023
	Receive Grant	TBD ?

<b>Preliminary Design Phase</b>	
Contract Administration .....	\$ 4,480.00
Project Administration .....	\$ 1,440.00
Environmental .....	\$ 3,250.00
Technical Consulting .....	\$ 4,840.00
<b>Design Phase</b>	
Engineering .....	\$ 11,000.00
QA / QC .....	\$ 1,650.00
Grant Administration .....	\$ 2,160.00
<b>Bidding Phase .....</b>	<b>\$ 4,150.00</b>
<b>Manufacturing / Procurement Phase .....</b>	<b>\$ 2,500.00</b>
<b>Post Manufacturing Coordination Phase .....</b>	<b>\$ 4,150.00</b>
<b>Total Lump Sum Fee .....</b>	<b>\$ 39,620.00</b>

Morrison asked about the exchange of information between the City Attorney Houin and Airport Engineer Shillington in regards to the PSA.

City Attorney Houin responded by stating that the PSA is an overall standard contract. He stated that he had a couple of comments on it that were worth being aware of. He explained that the contract allowed for Woolpert to terminate with 30 days' notice for convenience and Shillington pointed out to him that federal regulations already allow you to terminate for convenience as well so that is not a concern. He stated the other thing is from a contract law perspective that it limits Woolpert's liability to the price of the contract so if they cause any damage due to negligence that the most you could recover is their fees under the contract. He stated due to the nature of the contract under services that he believes that is a very slim risk and he recommends accepting that risk.

Shillington stated what he responded to that in this case is that either you will get a grant for equipment or you won't. He expressed that there is no risk that you will order equipment that you can't pay for due to something that we did.

Commissioner Houin asked if we still had to pay for Woolpert if we do not receive the equipment.

Shillington responded by stating if you do not receive the grant then no. He explained that is how certain he is that you will get the grant.

Commissioners Morrison and Hupka moved and seconded to approve the Professional Services Agreement attached to our Engineer's report for the Snow Removal Equipment purchased and to reimburse the construction cost for the Header Beam Replacement. The motion carried.

Shillington stated that would take completed documents to the next meeting. He will then request approval of the documents and advertisement for bid. He recommended that they open the bids at



the June meeting and that will then allow him to make the application. He stated that this is not a regular federally funded AIP project, but a special infrastructure grant.

Morrison asked if the infrastructure funds were tied to the federal fiscal year. He asked if they were working with a 9/30 deadline or if they had the option to go into the next fiscal year.

Shillington responded by stating he is 80% sure on what he is going to explain so leave 20% wiggle room. He explained that the funds they have to pay this were already appropriated last year so they are utilizing historical funds and not funds that are waiting.

Morrison stated the reason he asked if it would be near the end of their fiscal year was out of curiosity.

Shillington responded by stating that he has not heard of any issues that would prevent the appropriation of these funds. He explained that he is not saying there isn't any but he has not heard of any. He stated he did mention to Sheley that one of his concerns is that these grants are extremely slow coming out. He explained that if bids are collected in June that there is a good chance that they will not get the grant at all this year. He emphasized that he made an application for a project in August of last year and he still does not have it so they are going on nine months.

Morrison asked if, given that anecdotal evidence they have on how these funds roll out, is that something they need to plan for in the bidding process so they do not have someone saying the bid is only valid for "x" number of days.

Shillington responded by stating he discussed the options with Sheley. Sheley assured him that the folks that would respond to this would be in a position to be able to hold their inventory until they are ready. He stated that Sheley is not worried about the time lapse. He stated what he had put in the contract documents for the notice to bidders was that they were aware a State Law for procurement has a sixty-day grace period for bids. He stated after sixty days, with everything being equal, that the bid prices would expire and nobody would be bound to them. He stated that it explains we are aware of that but if you wanted to bid on this project that you are aware that we may not receive this grant until after January 1<sup>st</sup> of 2025 and we will take that into account.

Morrison explained that he understood that we have been living in a world of inflationary pressures so he can see why someone would say that machinery was \$150,000 then say that they simply could not honor that price because the factory increased the pricing.

Shillington explained that it will be part of the bid agreement that it could possibly be after the beginning of 2025. He stated that the FAA has a list of equipment that they consider eligible for this funding. He stated in talking to Sheley, he is asking for a list that is slightly different. He explained that he emailed Iniguez what the language of what FAA eligibility allows you to get and what is desired. He explained that he was wondering if they could trade off some items that are not needed for items that are. He stated that our apron is not large enough to qualify for a snow box front end loader but that is what Sheley wants. He stated however you could get material spreaders and a snow blower that Sheley does not need but he has yet to receive a response. He explained that what he is attempting to get and what he can get are two different things. He stated if he cannot get what is needed with the eligibility that they will be good with what he can get which is what is listed in his report. He believed that the only problem was the front-end snow box loader.

Bockman asked if the snow box is expensive.

Sheley responded by stating that it is not as it is something they would purchase later if they had to.

Shillington explained that this may be something that the City Attorney may have to council them on. He stated that with a normal bid, such as when they do the taxiway, they would ask for bid security in the form of a bid bond, certified check, etc. so they may have some financial stake in their bid. He stated the reason for that is so they do not act on that bid and find out that the company withdrew it. He stated they would also provide a performance and payment bond. He stated the payment bond would be such that if you entered into a contract with someone and they went bankrupt, and you were already subject to that contract, the bond would make the difference up in hiring someone else. He stated the payment bond would be that you would pay a contractor and that contractor does not pay his employees and instead flees to another country, then by law you would be liable to pay the employees and that performance bond pays that security for you. He stated for an equipment purchase like this, the people we are dealing with, he is not planning on requiring a bid bond for the bid or a performance/payment bond.

Morrison asked if that would run into any concerns with any statutory requirements.

City Attorney Houin responded by stating that they have the authority to set the bonds or waive the bonds and this is for an equipment purchase.

Shillington commented that the manufacturer will be paid directly so there is no labor. He stated in regards to a performance bond, if they do not deliver the equipment, then you just don't pay them. He explained that he does not know the purpose of these or if a tractor supply company would even be set up for these types of things.

Morrison agreed that the logic made sense but he wanted to ensure there was not any statutory reason why we could not.

City Attorney Houin commented that it would be very unusual to require those types of bonds on an equipment purchase like that.

Shillington stated that another item we usually ask for is minimum liability coverage in which they submit to you a certificate of insurance. He stated he does not understand the reason to require minimum liability insurance on the delivery of this equipment.

City Attorney Houin stated those are normally requirements when doing a public works project and are not typical in a purchase.

Shillington stated that he will take this as concurrence that he can leave those out.

Commissioner Houin asked about items in the Airport Engineer's second attachment.

Shillington explained that his second attachment titled ITEM S-100 – Snow Removal Equipment is what will be put into the bid. He stated that the FAA has a specification on what is eligible for



purchase and it is up to us to target those firms with equipment you would be interested in. He stated this also allows for a little more definition to these.

There was a lengthy discussion held between the City Engineer and the Aviation Commission on items highlighted for the Snow Removal Equipment.

- Diesel preferred.
- No restriction for transmission.
- Spare Rim/Tires not required.
- Requirement for heater block if diesel engine.
- Handset radio that you can plug a headset into preferred. Sheley to provide model number.
- Painting must be Chrome-Yellow per FAA requirement.
- Broom (Sweeper) width dimensions to be increased to a minimum of eight feet.
- Displacement Plow width dimensions to be adjusted according to Broom (Sweeper).

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

Subject: April 2024 BOAC Meeting

1. Major work on 100LL-Ordered new hose reel: \$7500; Received bill for work up to this point \$6400; still need pressure testing, spill containment rubber boots replaced before IDEM testing on both systems. Waiting for quote for remainder of work. Expecting \$5000 to \$8000 more.
2. Waiting for NIPSCO to connect electric to Sherk Hangar.
3. Overhead lifts are installed in Sherk Hangar.
4. Sherk Hangar paving work, excavation complete.
5. Sherk Hangar contract with Lift being reviewed by Republic legal department.
6. Runway & Grounds Inspection Report: Attached

Regards, Bill Sheley

Sheley stated they will be painting out in front of the hangar door with the High School class for a protectionary of that door swinging open, along with an extension to the center line as the Jets they have been having are larger than the normal aircraft.

He commented that the paving contractor stopped by today and is planning on filling the area with stone for where he will be paving out in front of the Sherk Hangar and he plans on doing that tomorrow.

He stated for the work on the hose reel, the numbers that are being looked at are really going to cripple his budget for the year since they really only have about \$100,000 to operate the place. He stated regarding the expected \$5,000 - \$8,000 that they have not had to spend yet, he has been waiting for a quote for quite some time. He added that they have a bill that they are waiting to talk to someone about. He stated they have called and have not heard back from them yet. He explained that they were charged \$1,900 to replace a coupling that was a \$77 part. \$800+ was for driving back and forth from Fort Wayne and the rest was for the installation. He stated that he is not really happy about the bill and is waiting to discuss it with someone before paying it. He added that the hose reel had been ordered and there is a two-three-week backlog on it, in the meantime the fuel farm is up and running. He stated what it will take to finish up the IDEM testing and is hoping it will be \$5,000 - \$8,000 because of the work that has to be done. He explained that they have had some discussion about replacing the fuel farm with an above ground system but is unsure how feasible that will be because Shillington explained that the FAA does not fund that type of thing

anymore. He stated it may be difficult for them to do with the  $\frac{3}{4}$  of a million dollars it would cost to do it.

Commissioner Houin asked if our current tanks were double-lined.

Sheley responded by stating they were single wall fiberglass. He commented that he had discussions with the Street Department as they have had discussions about replacing theirs with an aboveground fueling station as well, due to some of the same IDEM related issues.

He stated that the electrical work in the Sherk Hangar has been done for three weeks now and is just awaiting NIPSCO to come and connect it. He stated he received a phone call from NIPSCO today asking for him to come over and talk with them about some very tall poles they will be putting up for Pregis in front of their factory. He stated once he got done providing information for the poles they will be putting up, he asked one of the guys for assistance in getting the electric connected. He explained that the guy said he would go back to the office and smack the engineer in the back of the head to get it done. He stated hopefully in the next couple of days the electrical supply to the hangar will be completed. He stated that the overhead lifts and the lighting are installed in the hangar.

Mersch asked what the overhead lifts were.

Sheley explained that they are for the 22 x 12-foot-tall doors on the east side of the building. He added there are two of them.

Mersch asked if there was anything on them before.

Sheley responded by stating that they had to open them by hand and they were heavy to lift as the springs were not adjusted right.

### **Other Business**

Sheley stated LIFT redlined our contract and City Attorney Houin reviewed it.

City Attorney Houin explained that Sheley had sent him a contract form, he made some revisions and sent it to LIFT. He added that LIFT stood for Leadership in Flight Training Academy. He stated that their legal department sent back some requests and revisions that are not substantive as some of it is rewording for clarity. He stated it is a typical landlord lease so it indemnifies you as the landlord and did not give any indemnification for the tenant so they wanted that in there which is fair. He stated that they asked that any notice regarding unpaid rent or any other breach must be written notice with a return receipt. He said none of those changes change any of the terms or the substance of the contract. He explained the indemnification language is fair as landlords usually do not make it very mutual so that it is one-sided.

Commissioners Houin and Morrison moved and seconded to approve the Plymouth Municipal Airport Hangar and Office Lease between the City of Plymouth Board of Aviation Commissioners and LIFT Academy as presented. The motion carried.

Mersch asked if they can't get started up until the taxiway is done.



Sheley responded by stating they cannot get to it until then but their intention is to bring aircraft in on May 8<sup>th</sup>.

Hupka commented that he did not believe the taxiway would be done by then.

Morrison clarified that they may be talking about two different taxiways.

Mersch stated that he was just talking about the taxiway to the hangar.

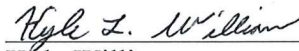
Sheley commented that the intention is to have the taxiway to the hangar complete by then. He stated that it means the apron out in front of the taxiway, a spot to move out of the way to get another aircraft in, and widening where the existing road feeds into the taxiway between the current buildings. He stated they are going to widen it a bit as they figured out where the center line. They will be painting a center line for them as they are talking about aircraft with wide wings with only 60 feet between the buildings.

**Acceptance of Correspondence**

- Runway and Grounds Inspection Report
- March 2024 Financial Reports

Commissioners Morrison and Hupka moved and seconded to accept the correspondence as presented. The motion carried.

There being no other business to come before the board, Commissioners Morrison and Hupka moved and seconded to adjourn the meeting. The motion carried and the meeting was declared adjourned at 7:48 P.M.



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Kyle Williams  
Recording Secretary