

CITY OF PLYMOUTH BOARD OF AVIATION COMMISSIONERS

May 14, 2024

The City of Plymouth Board of Aviation Commissioners met in regular session May 14, 2024, at 6:35 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, Mersch and Morrison who were physically present. Commissioner Hupka was absent. Also present were Mayor Robert Listenberger, 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 Morrison and Houin moved and seconded to approve the minutes of the regular session meeting of April 9, 2024. The motion carried.

Airport Engineer's Report

Shillington shared the updates on the Rehabilitation of the Hangar Door project. They held their final inspection with Michael Buening from INDOT and looked over the administrative items of the project along with inspecting the door. He added that he attached minutes of the meeting to his report as Attachment #1. He shared three issues that had come up during the final inspection.

- 1) Caulking of the door panels was not complete. Some of the panels still needed to be caulked.
- 2) The side gap between the door edge and the door frame had allowed rain water in.
- 3) Spalling concrete where new door supports are placed.

Shillington explained that when the door operates, it is not static and shifts around. He stated the Strebig Representative had explained that it is by design because if it did not have the capacity to move in various weather and temperature conditions, it could get hung up and caught on the edge. He added that it is a purposeful mechanism of the door, but it did cause seal issues at times. He stated in talking with Sheley, it seemed that the first two items had been remedied since the final inspection.

Sheley commented that they had remedied the problem and they did a great job.

Shillington stated that the concrete issue would involve more thought, but he did not believe that it was anything to prevent them from completing the paperwork function of that project that night. He stated that what he had come to them that night for was for Wolpert's Final Invoice of \$4,785.00 which was for completion of the inspection services. He also shared Strebig's Final Invoice of \$6,134.65, and stated that both invoices were attached to the report as Attachments #3 and #4.

Bockman asked if there would be a resolution to the concrete issue.

Shillington replied that he would work with Strebig and figure out what they would do.

Bockman asked if they would be paying them before they had a solution.

Shillington replied that they could approve the payments as it would give them the ability to close out the project and get the paperwork done. He stated that when the board is ready, the payments would be ready and explained that it would be a conditional approval.

Bockman stated that he liked that idea.

Sheley explained that it was an 8-inch layer of concrete that was broken off at the top where they poured. He stated it is was not a huge deal, but the State Engineer suggested that it be made right.

Shillington stated the easiest thing he thought of was to put some clear epoxy on it to relevel it and seal it off. He added that the other consideration is to have them break some more off.

Houin asked if that was to make the epoxy thicker.

Shillington replied that his speculation was that they probably poured concrete and there was water that saturated the top and made the concrete weak. He explained that they could chip it off, put in a dowel bar, and repour a little on the top.

Houin asked if he was talking about 2-3 inches. Shillington agreed.

Bockman asked how big of an area it was.

Sheley said that it was 2 x 2 and 2 and a half feet deep.

Shillington added that it was certainly nothing that they had to wait another month for. He stated if it was not resolved then they would wait, but it would be good to get the paperwork approved. He explained that associated with the two invoices was final Pay Request #4. He added that it would also include last month's invoice from Woolpert that was approved, totaling \$27,419.65. He stated he would request a conditional approval for at least the Strebis retainage for the concrete issue, but asked that they approve the final invoices and final pay request.

Houin asked what timeframe he was expecting them to get that done.

Shillington explained that nothing had been discussed.

Houin asked if it would be this year.

Shillington replied that he was hoping it would be within the month.

Commissioners Houin and Morrison moved and seconded to approve both Woolpert's Final Invoice and Strebis's Final Invoice, along with Pay Request #4, as presented with the stipulation that the payment be held for Strebis until completion of final inspection work. The motion carried.

Shillington explained that in addition to the final pay request, there were three other documents to finalize the closeout documents. He listed the documents.

1. Letter of Sponsor Acceptance of Project. [Attachment #5].
2. Construction Project Final Acceptance. [Attachment #6].
3. Grant Closeout Request Letter. [Attachment #7].

He stated that he noticed that he had as Attachment #2, the AIP Final Inspection report that he did not list in the closeout documents but was part of the closeout. He stated those were the four documents to approve.

Commissioners Morrison and Houin moved and seconded to approve Attachments 5, 6, and 7. The motion carried.

Shillington stated a lot had been discussed regarding the parallel taxiway project since their last meeting. He said there had been two virtual meetings with him, Sheley, Michael Buening and Victor Iniguez. He explained the two main points. The FAA asked him to conduct a bunch of Airport Layout Plan (ALP) revisions to reflect the project, and they had two meetings in which it was decided by the Planner of the FAA Chicago Airport District Office (CHI-ADO) that it was not necessary. He said that it was what he was saying all along. He explained the first main point was that the project did not require a design-based ALP update to ask for the funds but would require an as-built ALP update, which was, as he explained to the ADO per their regulations, that it could be cheap or an expensive undertaking. He stated he was working with the CHI-ADO to find out exactly what their as-built ALP update entails. He explained if they follow their guidelines, an as-built ALP submittal requires whole new aerial imagery, which some ADO's are enforcing especially out west. He asked if they would be enforcing that, but they did not know at that time. He stated it could be as easy as updating the plan sheets to show the parallel taxiway. He stated it was predicated already as a future condition, but now they would like them to show it as an existing condition, which is basically some line type changes with sheet renumbering.

Morrison asked if they had to do the aerial imagery, would it be a reimbursable cost under the grant?

Shillington replied that it was all grant eligible work. He stated that they were not asking them to do anything beyond the scope of the grants as it just added to the grant total.

Sheley said that the good news is that INDOT and the FAA were asking for it to be rebid as they expect the bids to be lower than they were two years ago.

Shillington stated his second point, reiterating what Sheley mentioned and stated that everyone believes there is money for them. He stated they are not quite sure if it is enough as all the projects stack up with the 2022 bids that includes the edge lighting, which surprised him, as he was told last year that they wanted it separately. He informed the board that it is apparently in the system for them to receive the full discretionary budget, as well as the edge lighting, but the amount is not quite there. He stated both INDOT and the FAA did say that the contractors were willing to hold their prices and the board had the grant values figured out, but they still wished for them to rebid. He explained that there were four bids he was expecting approval for that night. He listed the bids below.

- 1. Division A Base Bid: finish earthwork and paving work.**
- 2. Division B Base Bid: electrical work required to accommodate Division A work.**
- 3. Division B Additive 1: electrical work to install TWY edge lighting.**
- 4. Division B Additive 2: electrical work to relocate wind cone.**

Shillington clarified that for Additive 2, they would not be relocating the current wind cone, but instead demoing it and putting in a new wind cone. He explained they would most likely receive the funding for the first two base bids, but based upon receiving a more advantageous paving bid, they may be able to fit in the two additives. He stated to accommodate this request for rebidding, he required approval from the board to advertise the notice to bidders for the work. He stated in discussion with Sheley that they would like the bid opening to be on June 25th, which is two weeks after their next meeting. He explained that he needed two weeks to get all the documentation in order. He stated it sounded like they were willing to, but it would either need to be a special meeting or a rescheduled meeting. He listed Attachment #8 as the bid advertisement for the parallel taxiway project, opening on June 25th, 2024. He stated he would be performing work under a “zero fee” Woolpert project. He stated once it was all said and done, and they made the grant application after rebidding, that he would ask for a contract between the Board of Aviation Commission and Woolpert for the effort of going through this planned revision and rebidding.

City Attorney Houin clarified that there should be two motions, with the first being moving their scheduled meeting from June 11th to June 25th or scheduling a second meeting in June. He stated the other motion would be to authorize the advertisement for the bids.

Bockman believed there was no reason to have two meetings.

Commissioners Morrison and Mersch moved and seconded to move the regularly scheduled meeting for June 11, 2024 to June 25, 2024 at their normal time of 6:00 p.m. The motion carried.

Commissioners Morrison and Mersch moved and seconded to authorize the city to advertise the bidding for items 1-4 of the Engineer’s report. The motion carried.

Shillington reviewed the 2025-2029 Airport Capital Improvement Plan (CIP). He then moved on to AIP-028, which is this year’s BIL funded projects for the purchase of Snow Removal Equipment and the reimbursement for the costs associated with the Header Beam Replacement. He stated he had an advertisement for the city to bid for the purchasing of Snow Removal Equipment. He believed it would be best to follow the same schedule as the taxiway bid opening, and it would be part of the June 25th meeting to open up bids for Snow Removal Equipment.

Commissioners Morrison and Houin moved and seconded to authorize the city to advertise the bidding to purchase Snow Removal Equipment. The motion carried.

Shillington shared that he was nervous about the bid due to the fact that the FAA had not responded to his request for clarification on what they would pay for. He recalled the discrepancy in their justification. The language suggests a 6-foot-wide plow and practicality suggests that it should be at least an 8-foot-wide plow. He explained he had called for an 8-foot plow and changed the specifications to an 8-foot plow, but there was a scenario he could see of him putting it in for an 8-foot plow and the FAA explaining they could only pay for a 6-foot plow. He believed, without

clarification of that, and with the FAA in no hurry to clarify, that he would make the bid proposal one for the 6-foot and one for the 8-foot.

Houin asked if that was all based upon the amount of ground they would have to plow.

Shillington replied that it was, as it was all calculated based upon the amount of pavement. He explained that in order to protect the board from having a bid price for something the FAA could later on not cover, that he would bid both a 6-foot base bid and an 8-foot additive bid. He stated another way he could handle it if he got into discussion with the people who would be submitting the bid, that there may not even be a 6-foot option, so it would become a moot point. He stated he was not quite sure, looking at the specifications of what exactly they would get, but he believed Sheley wanted a front-end loader attachment in order to scoop snow.

Sheley stated that he would like one, but if he had to get a spreader instead, then he would still like a spreader. He explained that he gets ice for about a week every year that he can do nothing about.

Shillington stated the specification for what they call the snow bucket says the capacity of a front mounted bucket should range between 3 CY and 8 CY. He stated he was unsure if that would be a backhoe bucket or a front-end loader.

Houin answered that it would be a payloader bucket as it is a truckload at a time.

Shillington stated that the specifications were rather ambiguous, but he wanted to be sure if Sheley would use a backhoe bucket.

Sheley commented that he would like a front-end loader.

Shillington stated he would have to discuss with people what they would provide with that specification.

Houin added that a backhoe bucket is usually 24 inches wide.

Shillington commented that he wished to point that out, as the bucket part is questionable, but officially it is not eligible for the airport, as it is not large enough for it. He stated he had to refine it to make sure what they would receive, as when he reads it, he can see both options provided. He knows the material spreader is available so he would add that.

Airport Manager's Report

Subject: May 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. Still waiting, have called several times asking for parts updates and quotes.
2. Sherk Hangar complete.
3. Sherk Hangar paved, waiting for quote to re-sealcoat road.
4. Raise Hangar Rent, has only been raised \$15 in 15 years, suggest raising it \$15 to be effective August 1.
5. Runway & Grounds Inspection Report: Attached

Regards, Bill Sheley

Sheley stated he sent out a quote request for a fire hose that they could attach to one of their fire hydrants for cleaning their equipment. He explained that every time they take the tractor and mowers out on the road, to drive to the street department, to clean their equipment, they put themselves out for liability for something. He stated for the small amount of money that it would cost, he would like to be able to clean the equipment more often and not have that exposure of driving on the road with it.

Sheley shared that when he started at the airport several years ago, he looked at the hangar rates at the time. It had been eight years since the rates were raised, and they were \$85.00. He stated that night, 15 years later, they had raised it to \$15.00 over the several years they have been there, which means they have raised the rates by \$15.00 in 15 years. He suggested another rate increase of \$15.00 on top of what they have done over the last 15 years. He explained that the current rate is \$100.00, and he would like to increase it to \$115.00. He believed they were behind on how much they had been raising the rates, and it was time to start getting it caught up.

Morrison stated that maintenance on the buildings, let alone improvements, has not gotten cheaper over the last 15 years, so they may have inadvertently let it go too long.

Sheley stated the reason he chose August 1st as the time, was because they had to advertise the fee increase.

Bockman asked how other airports handle this because when this was done last time, they discussed keeping an eye on it. He stated they would not have brought it up unless Sheley did.

Sheley replied that in other contracts they have done in the past, they had put an annual increase in the contract and taken care of it.

Morrison asked if the tenant's contracts were an at-will contract.

Sheley said it could be cancelled with a 30-day notice.

Morrison asked if they would have to have all the tenants re-execute a contract.

Sheley replied that they have not in the past, but would defer to the City Attorney on what he would like to do.

City Attorney Houin explained what they are essentially doing is replacing the contract so they would have to give the tenants a 30-day notice, and they should have the tenants sign either a full lease agreement or an addendum to the lease acknowledging the increase. He stated it would probably be easier to revise the lease and put a new one in front of them.

Sheley commented that the lease they had is currently not that old.

Morrison explained if the plan was to redo the lease, it may be the time to incorporate a revised provision to have it consistent across all tenants. He stated it would be better that way, instead of managing multiple lease agreements with multiple terms. He stated it would be better to

institutionalize it so they do not have to rely upon their collective memories to do this. He believed it would be best to defer to them all, to ensure it made the most sense. He stated that they are trying to look out for the best interests of the facility.

Sheley explained that there may be some big pushback unless they could come up with a good way to implement it. He added that it would almost have to be tied to a consumer price index (CPI) in order to not receive a ton of pushback and said he was happy to hear that the board agreed to a \$15.00 increase. He stated whatever the board recommended he would enforce.

Bockman believed Morrison made a good point that if they plan on making a new lease it would at least be a good time to investigate the issue.

Sheley stated he called plenty of airports five years ago. He explained that Rochester Airport's rates are much less, but they have much less in the way of a hangar as they have gravel to the hangars. He stated that Knox Airport is also lower, but neither airport is at full capacity, so they cannot afford to raise their rates as all the other surrounding airports are at full capacity and need more hangar space. He explained that a third of their tenants live north of Plymouth and could easily lease in South Bend, but South Bend's rates are much higher. He explained that Plymouth has a much larger area where they can draw from.

Bockman asked if there were any other airports that have an annual increase.

Sheley replied that he had only made an annual increase on commercial leases.

Bockman asked again if he saw any increases for the other airports.

Sheley replied that he had not.

Houin stated if they were to put in an annual increase and their costs tripled in the length of time before the next increase, then their increase would not cover their cost.

City Attorney Houin added that the other thing about an annual increase is that there is no specific set term as they are month to month leases. He stated there is nothing that binds the tenant to the lease, other than them wanting to keep it. He stated the one they just did for LIFT Academy was a set term with regular increases.

Sheley added that the LIFT Academy contract was a five-year term. He said that the Alphaflight contract was also a five-year term, and the lease was almost up for renewal.

City Attorney Houin explained that after the five years, they know by the end of the five-year term that they can renegotiate.

Bockman asked if there was some way to put in the contract that they could renegotiate if they wanted to, so they would not have to resign leases.

City Attorney Houin replied that they would need some particular reminder to raise the rate every year, so if they were to make that effort, it may be good to have a calendar review or a part of an annual review. He stated if part of that process was that they also reviewed the rate and made a

determination at the time if they wanted to raise it instead of something automatic in the lease document itself.

Sheley stated he could do that as it is always in the back of his mind. He explained that he tried to hold off until he was aware that he would not have as much push back. He added that the Board had pushed back before.

Houin asked what the percentage was of the monthly \$15.00 increase.

Sheley replied that with the current rate being \$100.00, it was 15%. He stated it had been three to four years since they raised the rates, and to look at what the cost of living has done the past two to three years, they are still behind the curve, but this is a start. He stated from the surveys he had done at other airports that he believed they could withstand being at \$125 to \$150 depending on the hangar. He believed that it would take them a little more time to get there.

Commissioners Morrison and Houin moved and seconded to raise the hanger rent from \$100.00 to \$115.00 per recommendation of Airport Manager Sheley as presented. The motion carried.

Other Business

Sheley listed:

- Alumni weekend for Culver and is aware of four jets.
- NIPSCO will be running new electric line and will have to put pedestal box every 1000 feet. Will work with Shillington to ensure it is not too close to taxiway.
- Flight School had two multi-engine check rides passed. Two private check rides and one instrument passed.
- Tenant Dr. Anthony Witt suggested closing runway for three hours sometime early June next year and having a fun run on the runway in benefit to raise money for airport and flight school.

Acceptance of Correspondence

- Runway and Grounds Inspection Report
- April 2024 Financial Reports

Commissioners Morrison and Houin 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 Houin moved and seconded to adjourn the meeting. The motion carried and the meeting was declared adjourned at 7:29 P.M.



Kyle Williams
Recording Secretary