

CITY OF PLYMOUTH BOARD OF AVIATION COMMISSIONERS

October 8, 2024

The City of Plymouth Board of Aviation Commissioners met in regular session on October 8, 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 Ken Houin and Kevin Morrison, who were physically present. Commissioners Glenn Daven and Anthony Witt were absent. 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 Morrison and Houin moved and seconded to approve the minutes of the regular session meeting of September 10, 2024. The motion carried.

Airport Engineer's Report

Airport Engineer Shillington explained he had received an email from Victor Iniguez from the FAA, and he was ready to close out AIP-026 Rehabilitate Hangar Building. He stated in investigation into the spalling foundation, Michiana Contracting has the contract for the DIV B Electrical, someone said they poured the concrete so they believe it may be a good time for them to address that issue.

Shillington stated for AIP-027 Extend Parallel Taxiway Paving and Lighting, he provided a breakdown for the costs for the grant which had been received and executed. He stated he had sent out Notices of Award and Contracts to the contractors on behalf of the board to the apparent low bidders, Milestone Contractors for the DIV A Paving and Michiana Contracting for the DIV B Electrical work. He stated the first attachment was a letter he had written from himself to the board and shared it with the FAA. He explained it was a listing of the reasons why, as the Project Engineer, he would be recommending the award of the contracts to Milestone and Michiana. He listed attachments 2-4 as the DIV A and B Award Notice Letters and Construction Contracts. He added that he had secured signatures for the construction contracts. He commented that to-date, the Contractors had not shared any information on a potential construction schedule. He stated that once they let him know, he would let the board know.

Commissioners Houin and Morrison moved and seconded to award the contracts for Division A Paving to Milestone Contractors, along with Division B Electrical Work to Michiana Contractors. The motion carried.

Shillington stated this would be the last month of discussion for the formal adoption of a new Capital Improvement Plan (CIP) in November. He listed in bold print below were his recommended actions going forward.

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.
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2025	\$ 575,000	AIP	Extend Parallel TWY; Construct TWY A3 and A4 – Lighting.
2025	\$ 161,111	BIL	Modify Aircraft Hangar Building E – Reimbursement.
2025		AIP	Rollover NPE Funds
2025	\$ 385,000	BIL	Purchase Snow Removal Equipment; and
2025	\$ 33,550	BIL	Reimburse Header Beam Replacement construction
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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.
2026		AIP	Rollover NPE Funds
2026	\$ 115,000	BIL	Rehabilitate Parallel TWY A – Design
2026	\$ 88,907	BIL	Improve Airport Drainage – WHSV, Study, Environmental
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2027	\$ 430,000	BIL	Rehabilitate Parallel Taxiway A – Construction
2027	\$ 485,000	NPE	Rehabilitate Parallel Taxiway A - Construction
2028	\$ 166,667	AIP	Improve Drainage – Design
2028	\$ 140,000	AIP	Improve Drainage – Design
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2029	\$ 405,000	AIP	Improve Drainage – Construction
2029	\$ 405,000	AIP	Improve Drainage – Construction
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2030	\$ 120,000	AIP	Install Perimeter Fence – Environmental and Design

Shillington stated there was discussion regarding if it was worth overspending for the Snow Removal Equipment (SRE) as we would have to get a larger model to meet the Buy American requirements. He stated he had come up with several reasons as to why he believed it was important to pursue the SRE.

1. The following language is included in the INDOT – Office of Aviation instructions on CIP preparation.

As you prepare your updated CIP submittal there are several things you should keep in mind:

1. The FAA AIP Handbook Order 5100.38D shall be utilized for guidance regarding all submittals.

2. The current year 2025 is included in the forms for planning purposes. Revisions to already programmed Federal FY 25 projects will likely not occur. The submittal should concentrate on providing information for 2026-2030 projects.

This is particularly important since during a virtual meeting with the FAA / INDOT as documented in last year's CIP submittal, the airport lobbied to not use accumulated BIL funds towards the parallel TWY in order to move up purchasing SRE equipment which meant that the FAA made a decision to increase the discretionary funding portion of the TWY in order for the airport to purchase SRE equipment.

2. BIL funding legislation provides AIP grant funds for the period of FY 2022 through FY 2026 meaning a five (5) year period; however, the four (4) year deferral restriction still applies meaning next year is the last year to use at least the FY 2022 BIL funds or the funds will expire and be lost.
3. Only projects cleared and vetted by the FAA, i.e. FAA determination of eligibility will be allowed to be used in FY 2025, and that includes FAA National Environmental Policy Act (NEPA) approval prior to December 1, 2024. As of now, only the SRE Equipment and hangar header beam reimbursement have this type of FAA approval.
4. In order to pursue land acquisition, FAA policy is that grants are not eligible until successful completion of a Purchase Agreement with the land owner. This process involves at least a 6-month environmental review period, surveying of the property to be purchased, a review appraisal and review appraisal completed, and a 30-day Offer to Purchase to be accepted by the property owner. If the property owner refused or made counter-offer, there is no known time frame to obtain a Purchase Agreement meaning this process would be unlikely to be completed in time for a FY 2025 grant and if the courts were involved, it would jeopardize being able to have in time for FY 2026 meaning the entire BIL funds would be lost.
5. The only feasible alternative to the existing plan would be to prioritize a current CIP project over the SRE Equipment and start working on the NEPA review and other grant eligible work right away and this would only accelerate funding since a plan to fund these other projects are already pre-programmed by FAA / INDOT in their ACIPs. Other than to local fund a hangar construction project on existing airport property, lose funding in FY 2025 and hope to have the project completed in time for FY 2026.

Bockman stated that Sheley had brought up a lot in the past that the airport lacks equipment.

Sheley agreed and stated that if they were to change gears and go after hangars that they would have to show that they have a wait list for hangars and they did not have one.

Bockman stated they have discussed a lot of options and got soured by the Buy American requirements. He explained that since they lobbied for it and if they wanted to change their mind that it would not be good business.

Morrison stated by virtue of the conversations they already had that informally committed them to the action of getting SRE. He believed the process of purchasing SRE was unnecessarily complicated by strings attached to the funds.

Shillington stated the board could approve the new CIP or they could wait until he handed it out the following month.

Houin asked if there would be any advantage to approving it now.

Shillington replied that the only advantage would be to have it done. He stated it would be all the background information and forms, but it would be what was presented that night.

Commissioners Houin and Morrison moved and seconded to approve the CIP as presented. The motion carried.

Shillington stated that one of the interesting points of the next two years would be that every year to fund these grants that congress had to appropriate money, like the city or any public entity, but there was also an authorization resolution that needed to be in place that explained you had the legal authority to spend money that they appropriate. He stated that was called the authorization bill and that was often a 3-4-year timeframe that they pass a reauthorization, which they had done a few months ago. He stated one the changes to the new authorization was that for the years 2025-2026, whereas the share from the FAA had been 90%, which left 5% for the airport and 5% for the State of Indiana. He explained the share from the FAA was now 95%, instead of 90%, so now it had become 95% FAA, 2.5% local airport, and 2.5% State of Indiana. He stated the other thing they did was that they changed the Disadvantaged Business Enterprise (DBE) system, which means that anything they have ever done for DBE plans for them in the past was wiped and they are requiring them to do that for all airports all over again. He stated they had prepared a new plan with the new language, and they had submitted that. He commented that it had not been approved yet but as soon as they knew it was acceptable and approved, that they would have put in a new DBE plan for the next infrastructure grant service.

He stated outside of his report, the Department of Transportation (DOT) was making airports prepare a Title XI plan, and the FAA Civil Rights Office was still in the middle of compiling what they expect for that plan. He stated when that was brought up to a separate airport, he was told that this had been a requirement for cities for quite some time, but it was new to airports. He asked if the city already had a Title XI plan. City Attorney Houin agreed. Shillington believed it could work if the airport just adopted the city plan.

City Attorney Houin stated he did not see a reason why they could not adopt the city plan by reference.

Morrison asked if there was a deadline for when it had to be adopted.

Shillington replied that the only deadline he received was in the letter he shared the prior month that listed Fiscal Year (FY) 2026. He stated that was a year window and it did not say when in that timeframe.

Morrison asked for clarification that it would be referring to the federal government's FY 2026 ending on 09/30/2026.

Shillington replied in agreement and stated they were already in FY 2025 as far as the FAA was concerned.

Airport Manager's Report

Subject: October 2024 BOAC Meeting

1. Fuel Farm: No update.
2. RNAV 28 Approach night issue. Waiting for corn crop to be harvested to move forward with removing hill.
3. Wind Turbine
4. Landing Fees/ Call out Fee
5. Rent Review-M, B, Alpha Office
6. Billboard/Fourway fee increase
7. Runway & Grounds Inspection Report: Attached

Regards, Bill Sheley

Sheley stated that he had reached out to South Bend Airport to see if they could help with the Fuel Farm situation but found out that they did not have any underground storage tanks, so their requirements were different than what ours were.

He stated for the RNAV 28 Approach issue, he was in talks with Langfeldt about removing the hill after the corn harvest.

He stated he had copied the board on the issues about the wind turbine they want to put up at Pioneer Seed. He stated in discussion with Shillington, the FAA leaves that up to them to protect their airspace. He stated he did find out that Pioneer Seed is within the city limits, and they do have city ordinances against that height so they would have to file for zoning approval, so they need to be sure that the board if conversing with the Board of Zoning Appeals (BZA) to ensure they protect the airspace. He stated that the BZA had protected the airspace for them in the past without any notice before.

City Attorney Houin stated that it would have to come before the Technical Review Committee (TRC) prior to going to the BZA.

Sheley asked if there was anything the BOAC had to do to ensure the BZA knew their stance on it.

City Attorney Houin replied that if the property owner were to submit a request that the first step would be that it would have to go to the TRC and if that happened, they could alert them so they could go to the TRC meeting and express any concerns on behalf of the board. He stated if they went ahead with their hearing, then he suggested that either Sheley or the Board could submit a statement. He stated the BZA was tricky as it was a quasi-judicial entity so they could not have conversations directly with BZA members within 10 days of the hearing. He stated they could not call them and state their position, but they could certainly submit formal communications to be entered into the record or appear at the hearing to express concerns.

Sheley stated that every email he had received from Pioneer Seed appeared as though they were going to move forward as best they could. He stated he did not believe they got to the point yet where they realized that there was zoning against it.

Morrison stated from reading the email was that their understanding was that it penetrated the slope but there was a form they could file that would grant them a waiver to go ahead and penetrate the slope. He stated he was paraphrasing but in reading their correspondence, it seemed as if there was a presumption that they would be okay with having an obstacle obstruct their approach.

Shillington stated that the FAA only had authority over the airport and not private property, and their mindset was if they were to allow something to obstruct the airport that they would penalize the airport.

Morrison asked if they had any authority as a board to say they were not in favor as it penetrated a slope for their airspace aside from the BZA or TRC.

Sheley added that the FAA finding was that it was unfavorable.

City Attorney Houin replied that he did not believe they had any authority as their jurisdiction was the airport itself. He stated in the zoning ordinance there was an airport overlay district, but he did not believe it extended that far so it was only a height restriction.

Shillington stated that locally they work through the BZA, but they do have a state side to it with the Indiana Tall Structures Act. He explained that the state had an interest as the airport was a part of their state airport system. He stated that the Tall Structures Act stated that it was against code to violate the FAA airspace of an airport, even if the BZA would allow it at a local level. He stated what Pioneer may have been referring to with a form that could waive it would be the waiver to the Tall Structures Act.

City Attorney Houin asked if the enforcement method to that was administrative or a civil enforcement. He asked if there would be an agency that would enforce it.

Shillington replied that he would assume it would be the State Attorney General's Office which would be a \$10,000/day fine.

City Attorney Houin asked if he could share the citation with him.

Shillington replied in agreement and stated if the state were to do their job correctly, that part of the waiver process would be an opinion of the airport. He stated they would have a chance to respond if they file through the state. He stated the problem normally was that people ignore it, build it, and then just ask for forgiveness.

Sheley stated that he had responded to them with a link to that form and then he had also left a message with someone at INDOT about the situation and copied the emails he had received from the wind farm people. He stated he did receive a response from INDOT that stated it would land on the proper person's desk at INDOT Aviation so they would be aware. He stated he had taken the emails from the wind farm people as being very nonchalant.

He stated they had discussed a landing fee and callout fee at the last meeting, and he had typed up and included in their packet a schedule he was recommending based upon their situation at Plymouth. He said if they wished to take this into consideration or if they wished to act on it that

would be fine, but he wished for something to be in place by the first of the year. He explained that Part 91 & 135 Operators would be the corporate and charter.

Morrison stated in the after hours call out that it listed "1st 2 hours" and asked if that was a minimum.

Sheley replied that he was involved in an email chain a couple years ago with a lot of the airports in northern Indiana where everyone weighed in on how they did their callout fees, and they had the call out fee between \$50-\$150 for the first two hours they had to be there. He stated that it was a flat fee for the first two hours and if for some reason they had to be there longer, that most of them charged additional at that time.

Bockman asked if Daven or Witt had an opinion, as they seemed more knowledgeable on the matter, and since they were not there that it may be better to wait.

Morrison stated the only thing he saw that needed refining was that the reference for weights as it was currently for Gross Vehicle Weight (GVW). He believed for aircraft that it should be Max Gross Takeoff Weight (MGTOW).

Sheley agreed and stated he could put the decision off until the following month.

Morrison asked if there was any city mandated format that this had to be in.

City Attorney Houin replied there was an ordinance fee schedule, and these would go into a formal version of that would be submitted to the city council for approval. He explained they would have to be advertised for 30 days prior to charging fees.

Sheley stated he proposed a rent raise to Dan Marohn of Alphaflight, as seen below.

"M" Hangar - ~~\$450~~ **\$500**
"B" Hangar - ~~\$500~~ **\$650**
Office Rate – Stay \$800

He explained the difference between the two hangars was that the "B" Hangar had the new hangar door. He stated he was aware of a similar sized hangar at Rochester that was listed at \$1,000/month that was brand new. He stated regarding the office, in 2019, when they changed the lease that they started at \$450, they added space that took it to \$550, and in their five-year contract, they raised it \$50/year, so they are currently \$800 for office space. He wished to add into the contract a biennial raise of \$50/year on the "B" Hangar, so every two years, and leaving the other spaces as they were. He stated that way they still had a raise included in the contract, but it would not use it as much. He believed they were where they needed to be with the current office rate, and since that time, they have taken a portion of that office space and gave it to LIFT. He believed this would be good for the first of the year to give Houin and him time to work on a contract as there are clauses and changes, he planned to make to the contract. He stated one was the agreement to move planes out of the "B" Hangar to get Jets in, due to the hangar door. He stated there was also a sublease portion in there that they would adjust as well. He stated the commercial lease for the "B" Hangar was \$463 back in 2013 and it did not get raised to \$500 until 2024. He stated in going through this, he had found a typographical error in one of our past

city ordinances when they raised that. He stated the ordinance listed that as the "M" Hangar and not the "B" Hangar. He stated it was still a \$50 raise, just to the wrong place. He stated once they get this through, they would get it changed to get it corrected.

Commissioners Morrison and Houin moved and seconded to allow the Airport Manager to move forward with the proposed increases as presented. The motion carried.

Sheley stated for the billboard and Fourway lease that he did not have many feelings about it either way. He stated he was bringing it to their attention, so they were aware. He stated the Fourway Lease was entered into back in 2017 as a one-year lease that could be renewed yearly, until someone with thirty days prior notice wanted to make a change. He stated it was \$600/year or \$150 a quarter. He listed the second one with the billboard as with Vanadco Signs, and that agreement was entered into back in 2012 and it had not changed since then at \$600/year. He stated he did not really know what billboards went for, but he did know that no change in that amount of time was not normal.

Morrison stated that the billboard being there was not detrimental to them from a negotiating position. He asked if the calendar date on renewal was by calendar year.

City Attorney Houin replied that they were annual renewals. He stated if they wished to cancel it that they would have to give 60 days prior notice for Vanadco and 30 days for Fourway.

Morrison stated he wished to have more information before they attempted to negotiate.

Other Business

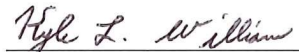
There was no other business at that time.

Acceptance of Correspondence

- Runway and Grounds Inspection Report
- September 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 Houin and Morrison moved and seconded to adjourn the meeting. The motion carried, and the meeting was declared adjourned at 7:33 p.m.



Kyle Williams
Recording Secretary