



CITY OF FORT LAUDERDALE

DRAFT

**AVIATION ADVISORY BOARD MEETING MINUTES
FORT LAUDERDALE EXECUTIVE AIRPORT
RED TAILS CONFERENCE ROOM
6000 NW 21 AVENUE, FORT LAUDERDALE, FLORIDA
THURSDAY, MARCH 24, 2022 – 1:30 P.M.**

	Attendance	Cumulative Attendance 7/2021-6/2022	
		Present	Absent
Board Members			
Louis Gavin, Chair	P	5	0
Mark Volchek, Vice Chair	A	3	2
David Ash	P	1	0
William Gilbert	P	4	1
Jeff Johnson	P	5	0
Ed Kwoka	P	2	0
Robert Laughlin [arrived 1:39]	P	4	1
Pierre Taschereau	P	5	0
Valerie Vitale	P	5	0
Non-Voting			
Tamarac Vice Mayor Marlon Bolton	P	4	1
Jeff Helyer, City of Oakland Park	P	5	0

Airport Staff

Rufus A. James, Airport Director
Carlton Harrison, Assistant Airport Director
Jeri Pryor, Airport Programs Manager
Miguel Laca, Finance Administrator
Linda Blanco, Senior Administrative Assistant

Others

J. Opperee, Recording Secretary, Prototype, Inc.

CALL TO ORDER

Chair Gavin called the meeting to order at 1:31 p.m.

Roll Call

Roll was called and a quorum determined to be present.

Board members agreed to allow Mr. Kwoka to attend via Zoom.

Mr. Ash, new Board member, introduced himself.

APPROVAL OF MINUTES

- **January 27, 2022**

Board members approved the minutes of the January 27, 2022 meeting as presented.

VOTING ITEMS

1. Resolution Approving Retroactive Revisions to the Foreign Trade Zone No. 241 Zone Schedule, Fees, and Other Changes

Mr. Harrison provided the presentation and recommended approval. He noted this would entail no material changes.

Motion made by Mr. Gilbert, seconded by Mr. Johnson, to adopt the resolution. In a voice vote, the motion passed unanimously.

Mr. Laughlin arrived at 1:39.

2. Third Amendment to Lease Agreement for Parcel 8G – Terminal Ventures, LLC

Mr. James provided the presentation and recommended approval.

Mr. James, Ignacio Martinez, and Steven Wherry from Terminal Ventures, LLC, addressed Board members' questions.

Motion made by Ms. Vitale, seconded by Mr. Taschereau, to approve the amendment to the lease agreement. In a voice vote, the motion passed unanimously.

UPDATE ITEMS

A. Noise Compatibility Program

Ms. Pryor reported there had been several complaints but pointed out it was high season. She recalled the cold snap in January and explained that noise also traveled better in cooler weather. She said the statistics were aligned with previous years. Mr. Ash asked if any complaints were due to violations of the Noise Abatement program by the controllers and Ms. Pryor pointed out that the program was voluntary. There had only been a few instances when the noise level exceeded 80 decibels. When that occurs, the Airport sends a letter reminding the agency the airplane is from and the pilot, of the Noise Abatement Program.

Ms. Pryor stated 90% of the complaints were for departures on Runway 9.

B. Development and Construction

Mr. Harrison provided an update on the Taxiway Intersection Improvements Project. The project involves the demolition of taxiways Hotel and Quebec between taxiways Alpha and Echo and the construction of a centralized taxiway. This is part of the Airport's Layout Plan and meets the Federal Aviation Administration's (FAA) current design criteria which encourages the elimination of direct access from the Apron to the runway. This \$2.5 million project is funded through a grant from the Florida Department of Transportation (FDOT) and the Airport Project Fund, with FDOT contributing 80% of the cost. The project would start around April 3rd and should be completed by the end of 2022.

Mr. Laughlin asked if the FAA was encouraging offsetting runway crosses. Mr. Harrison explained there was a future project to create a 90 degree turn onto runway Bravo. He discussed the FAA's desire to get pilots to make more deliberate turns to access runways to help decrease pilot errors and incursions. Mr. Harrison said there were statistics to back up this method to address the issue.

Mr. Kwoka felt their risk management plan may be top heavy and was not funneling down to the FBOs. He requested an executive summary on the plan and Mr. Harrison agreed to provide it at the next meeting.

Mr. Gilbert discussed reasons not to create a 90 degree turn onto Bravo. Mr. Harrison said all these items are contemplated in the Master Plan. Mr. James noted there had been an issue with pilots going "high speed" along runway 927 and not alerting the tower, then approaching runway crossing 13 when it was active.

C. Arrearages

Mr. James reported there were no rent or fuel arrearages.

D. Communication to the City Commission

None

E. Other Items

i. FXE 75th Anniversary Gala and ACE Awards Recap

Mr. James stated the event went very well. He said the Airport had a long, rich history and the event included acknowledgement of those who had contributed to the success of the Airport. Lisa Holland, President of Sheltair, received a proclamation for Women of Aviation Week and Gerry Holland, owner of Sheltair, was recognized for all he had done at the Airport. Mr. James announced Sheltair was moving its corporate office from Oakland Park to FXE.

Mr. James stated Banyan Air Service had received the Green Champion Award for use of sustainable fuel and for initiating efforts to reduce their carbon footprint. First Industrial had received a Special Recognition Award for spending over \$80 million to develop three vacant properties in the industrial park, creating 500 jobs. Subtenant, Makers Air, helped the community and the Bahamas in their time of need.

Mr. James reported three previous Airport Managers: Bill Johnson; Bill Crouch and Clara Bennett were recognized for their contributions to the Airport and the City.

Mr. Laughlin congratulated the Airport on the video that was done about the airport. He said it was very well-done. Mr. James stated the six-minute video was created by Avatar Productions.

Mr. James announced Mr. Taschereau would be leaving the Board. Mr. Taschereau said he was moving to Martin County. He thanked the Board for educating him about airport operations and technical matters. Ms. Vitale thanked Mr. Taschereau for his efforts to grow the aviation sector in the community.

ii. Public Comments
None

ADJOURNMENT


There being no further business to come before the Board at this time, the meeting was adjourned at 2:20 p.m.

NEXT SCHEDULED MEETING DATE: Thursday, April 28, 2022 at 1:30 P.M.

Any written public comments made 48 hours prior to the meeting regarding items discussed during the proceedings have been attached hereto.

Minutes prepared by J. Opperlee, Prototype, Inc.

VOTING ITEM 1

DATE: April 28, 2022
TO: Aviation Advisory Board
FROM: Rufus A. James, Airport Director 
SUBJECT: Lease Amendments - Revision of Paragraph 13 Aviation Fuels for Parcels 2A, 7B, 8H, 8AB, 11ABCD, 15, and O

The Fort Lauderdale Executive Airport (FXE) established a fuel flowage fee policy to cover costs for management and operations of the Airport, which is captured in each aviation Lease Agreement of fuel providers on Airport premises. Seven tenants are authorized to dispense or sell aviation fuel to aircraft operating on the premises of the Airport. The fuel flowage fee is still applied and is a commonly accepted as a fair way to generate airport revenues without placing the entire burden on local Airport tenants since fuel purchase is also made by transient aircraft using the Airport.

Fuel flowage fees are collected monthly by the Airport from Prime tenants, which consist of the following:

- Parcel 2A - MNREH Florida, LLC
- Parcel 7B - Sheltair Executive South, LLC
- Parcel 8AB - KC FXE Aviation Investments, LLC
- Parcel 8H - Southeast Toyota Distributors, LLC
- Parcel 11 A, B, C, & D – Lynx FBO Fort Lauderdale, LLC
- Parcel 15 – FXE Parcel 15, LLC
- Parcel O - Sheltair Aviation Facilities, LLC

The fuel flowage formula is based on the annual total gallons of fuel delivered to the premises. The Airport collects a monthly fuel flowage fee by applying a calculation of five and one-half percent (5.5%) of the per gallon cost on the first five hundred thousand (500,000) gallons of fuel delivered to each Prime tenant, and three and one-half percent (3.5%) of the per gallon cost of each gallon exceeding five hundred thousand (500,000) gallons.

Paragraph 13 of the respective leases speak to aviation fuels and the calculation of the fuel flowage fee method. Recently, the fuel flowage calculation and collection method has come into question on whether gallons delivered are on an annual cumulative basis rather than a monthly basis. The cumulative formula for gallons delivered was intended to be annual and has been performed as such since its inception. The language in the respective leases does not specifically indicate that gallons delivered is on a monthly or annual basis but does specifically state that fees are collected monthly (Exhibit 1).

The Airport has worked with the City Attorney's Office to include verbiage in Paragraph 13 of the respective leases that will specifically indicate that the intended method of gallons delivered are on an annual cumulative basis (Exhibit 2). The Lease Amendment will not have a financial impact nor create a burden on the tenants or their customers.

Staff Recommendation

Staff recommends approving a Lease Amendments to revise Paragraph 13 - Aviation Fuels, of the respective leases for Parcels 2A, 7B, 8H, 8AB, 11ABCD, 15, and O.

ORIGINAL

13. AVIATION FUELS.

(a) The right of dispensing and selling aviation fuels and lubricating oils within the Premises, provided such aviation fuels and lubricating oils shall be the product of a supplier or suppliers holding all necessary permits, licenses, certifications or approvals required by the appropriate government agencies to conduct such operations and to deliver aviation fuels and lubricating oils to the Airport. Lessor shall in no way be prevented from granting exclusive rights for the sale and dispensing of aviation fuels and lubricating oils on premises other than those covered by this Lease under such terms and conditions as it may deem advisable. In connection with the sale or dispensing of such products upon the Premises or otherwise, Lessor assumes no responsibility for acts of any supplier regarding delivery, quality of product, or maintenance of supplier-owned or Lessee-owned equipment. Aviation fuels and lubricating oils shall be stored and dispensed by Lessee in accordance with all City, county, local, state, and federal laws, regulations, rules, and other requirements pertaining to the sale and storage of such fuels and oils, including but not limited to the Minimum Standards, as amended by the City from time to time.

(b) The parties agree that the following sums are those to which the provisions above apply, and shall be paid to Lessor on a monthly basis: Five and one-half percent (5.5%) of the per gallon cost price to Lessee of the first five hundred thousand (500,000) gallons of fuel delivered to Premises, and three and one-half percent (3.5%) of the cost price of each gallon exceeding five hundred thousand (500,000) gallons, of all aviation fuels delivered to Premises.

(c) Remittances to Lessor shall be paid monthly not later than the 15th day of each month without any additional grace period and accompanied by a monthly report prepared by Lessee, which report shall detail the gallon amounts of any and all fuel delivered to the Premises. Such monthly reports shall pertain only to the Lessee's operations conducted at the Airport and exclude any other operations of the Lessee conducted at other locations.

(d) The Lessee shall further retain upon the Premises all delivery bills, invoices, and related records pertaining to the delivery to the Premises of aviation fuels and lubricating oils and shall produce and make available such books and records upon request by the Lessor for the purposes of auditing payments to the Lessor as provided in this Amended and Restated Lease. Such books, records and other documents shall be made available for inspection to representatives of Lessor within fifteen (15) days of written notice to Lessee. Lessor shall have the right, upon reasonable notice to Lessee, to audit the Lessee's books and records relating to Lessee's operations in order to determine the correctness and accuracy of the Page 21 of 59 fuel fees paid to Lessor during a Lease year. In the event that any such audit reflects that the total fuel fees actually paid to Lessor during a particular Lease year shall be less than the fuel fees due and owing for such Lease year, then the Lessee shall immediately pay the difference to the Lessor upon written demand therefore by Lessor. If, as a result of any audit, it is established that the fuel fees paid to Lessor during a Lease year shall be three percent (3%) or more less than the fuel fees owed to the Lessor for such Lease year, the entire expense of said audit shall be borne by the Lessee. Lessor shall provide Lessee with a copy of the audit results obtained by Lessor upon such written request by Lessee.

(e) The term delivery to the Premises as used in this subparagraph shall mean delivery of aviation fuel to the Premises, whether to Lessee, its employees, agents, subleases and independent contractors, but shall not apply when Lessee obtains aviation fuel from Fixed Based Operators at the Airport.

REVISIONS

13. AVIATION FUELS ~~FEES~~.

(a) ~~The right of dispensing and selling aviation fuels and lubricating oils within the Premises, provided such aviation fuels and lubricating oils shall be the product of a supplier or suppliers holding all necessary permits, licenses, certifications or approvals required by the appropriate government agencies to conduct such operations and to deliver aviation fuels and lubricating oils to the Airport. Lessor shall in no way be prevented from granting exclusive rights for the sale and dispensing of aviation fuels and lubricating oils on premises other than those covered by this Lease under such terms and conditions as it may deem advisable. In connection with the sale or dispensing of such products upon the Premises or otherwise, Lessor assumes no responsibility for acts of any supplier regarding delivery, quality of product, or maintenance of supplier-owned or Lessee-owned equipment. Aviation fuels and lubricating oils shall be stored and dispensed by Lessee in accordance with all City, county, local, state, and federal laws, regulations, rules, and other requirements pertaining to the sale and storage of such fuels and oils, including but not limited to the Minimum Standards, as amended by the City from time to time.~~

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~~(b) Aviation Fuel Fees-Lessee shall pay Lessor the following fees each for all aviation fuel delivered to the Premises each month-month. The parties agree that the following sums are those to which the provisions above apply, and shall be paid to Lessor on a monthly basis: Five and one-half percent (5.5%) of the total per-gallon-cost price to Lessee of the first five hundred thousand (500,000) gallons of aviation fuel delivered to the Premises beginning January 1st of each calendar year, and three and one-half percent (3.5%) of the total cost to Lessee of the cost price of each gallon aviation fuel delivered to the Premises exceeding five hundred thousand (500,000) gallonsgallons of aviation fuel exceeding five hundred thousand (500,000) gallonsduring the period of January 1st through December 31st of each calendar year, of all aviation fuels delivered to Premises through December 31st. The per-gallon cost price to Lessee is calculated from January 1st through and including December 31st of each calendar year. The first 500,000 gallons will reset annually beginning January 1st of each calendar year. The first 500,000 gallons of aviation fuel will reset annually beginning January 1st of each calendar year. Aviation fuel is subject to applicable taxes under Florida Law.~~

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~~(c) Lessee shall pay Lessor RemittancesAviation fuel fees- to Lessor shall be paid by Lessee to Lessor on a monthly basis monthly by no later not later than the 15th day of each month for the previous month without any additional grace period and accompanied by a monthly report prepared by Lessee, which report shall detail the gallon amounts of any and all fuel delivered to the Premises. Such monthly reports shall pertain only to the Lessee's operations conducted at the Airport and exclude any other operations of the Lessee conducted at other locations. Payment shall be delinquent upon the 16th day of the month, and upon such delinquency, the Lessee is subject to the default provisions in this Lease Agreement. ten0ten0~~

(d) The Lessee shall further retain upon the Premises all delivery bills, invoices, and related records pertaining to the delivery to the Premises of aviation fuels and lubricating oils and shall produce and make available such books and records upon request by the Lessor for the purposes of auditing payments to the Lessor as provided in this Amended and Restated Lease. Such books, records and other documents shall be made available for inspection to representatives of Lessor within fifteen (15) days of written notice to Lessee. Lessor shall have the right, upon reasonable notice to Lessee, to audit the Lessee's books and records relating to Lessee's operations in order to determine the correctness and accuracy of the ~~Page 21 of 59~~ fuel fees paid to Lessor during a Lease year. In the event that any such audit reflects that the

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VOTING ITEM 1 EXHIBIT 1

total fuel fees actually paid to Lessor during a particular Lease year shall be less than the fuel fees due and owing for such Lease year, then the Lessee shall immediately pay the difference to the Lessor upon written demand therefore by Lessor. If, as a result of any audit, it is established that the fuel fees paid to Lessor during a Lease year shall be three percent (3%) or more less than the fuel fees owed to the Lessor for such Lease year, the entire expense of said audit shall be borne by the Lessee. Lessor shall provide Lessee with a copy of the audit results obtained by Lessor upon such written request by Lessee.

(e) The term delivery to the Premises as used in this subparagraph shall mean delivery of aviation fuel to the Premises, whether to Lessee, its employees, agents, ~~subleases~~subleases, and independent contractors, but shall not apply when Lessee obtains aviation fuel from Fixed Based Operators at the Airport.

VOTING ITEM 1
EXHIBIT 2

13. AVIATION FUEL FEES.

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(b) Aviation Fuel Fees-Lessee shall pay Lessor the following fees for all aviation fuel delivered to the Premises each month: Five and one-half percent (5.5%) of the total cost to Lessee of the first five hundred thousand (500,000) gallons of aviation fuel delivered to the Premises and three and one-half percent (3.5%) of the total cost to Lessee of aviation fuel delivered to the Premises exceeding five hundred thousand (500,000) gallons of aviation fuel during the period of January 1st through December 31st of each calendar year. The first 500,000 gallons of aviation fuel will reset annually beginning January 1st of each calendar year. Aviation fuel is subject to applicable taxes under Florida Law.

(c) Lessee shall pay Lessor Aviation fuel fees monthly by no later than the 15th day of each month for the previous month without any additional grace period and accompanied by a monthly report prepared by Lessee, which report shall detail the gallon amounts of any and all fuel delivered to the Premises. Such monthly reports shall pertain only to the Lessee's operations conducted at the Airport and exclude any other operations of the Lessee conducted at other locations. Payment shall be delinquent upon the 16th day of the month, and upon such delinquency, the Lessee is subject to the default provisions in this Lease Agreement.

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VOTING ITEM 1
EXHIBIT 2

(e) The term delivery to the Premises as used in this subparagraph shall mean delivery of aviation fuel to the Premises, whether to Lessee, its employees, agents, subleases, and independent contractors, but shall not apply when Lessee obtains aviation fuel from Fixed Based Operators at the Airport.

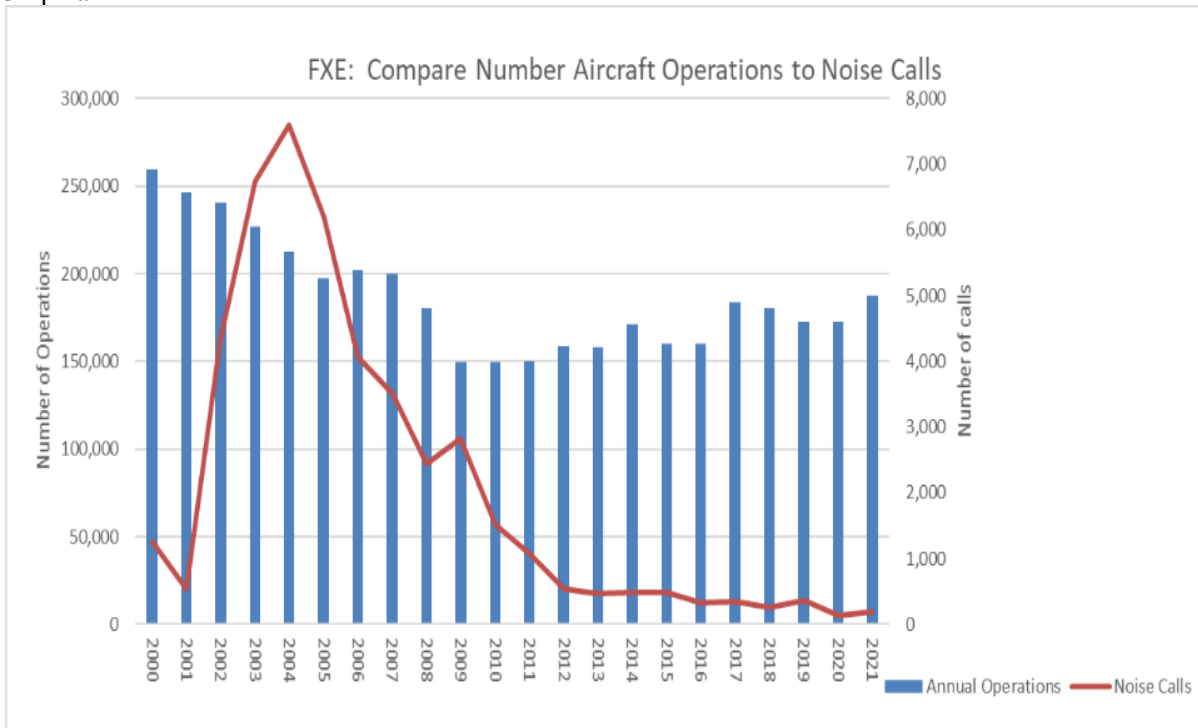
DATE: April 28, 2022
 TO: Aviation Advisory Board
 FROM: Rufus A. James, Airport Manager *RJ*
 BY: Jeri Pryor, Airport Programs Manager
 SUBJECT: Noise Compatibility Program Update

Noise Abatement Program Update

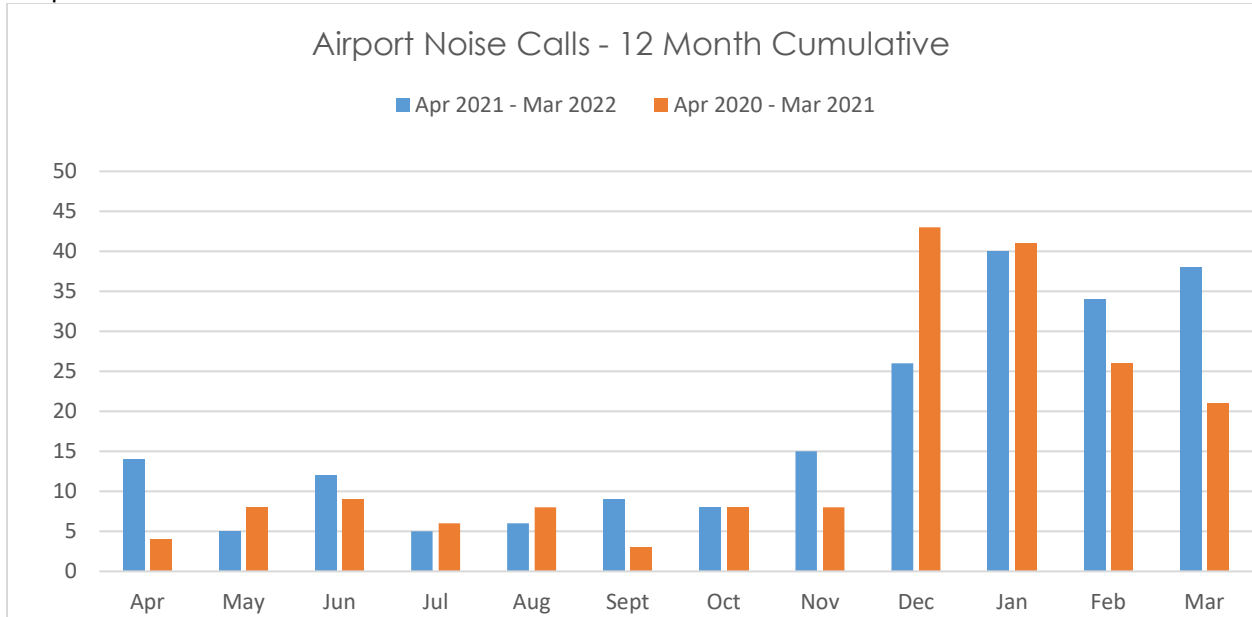
Since 2009, the total number of annual noise reports have steadily declined from 2,819 noise reports in 2009 to 185 noise reports in 2021. However, the annual aircraft operations have remained approximately between 150,000 and 190,000. In graph #1, there was a drop in the number of noise reports from 492 total noise reports in 2015 to 336 total noise reports in 2016. The drop in the noise reports between 2015 and 2016 were likely due to the banning of older, noisier jets (known as Stage 1 & 2 jets).

As a reminder, the noise reports tend to increase during the winter and spring months as demonstrated in graph #2 for a cumulative 12-month timeframe between 2020-2022. An additional factor that generates more noise calls during these months are the west winds in which aircraft must operate from east to west. The west winds are temporary conditions and occur less than one-quarter of the year.

Graph #1



Graph #2



Airport Noise Calls
Per month

	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Totals
Apr 2021 - Mar 2022	14	5	12	5	6	9	8	15	26	40	34	37	211
Apr 2020 - Mar 2021	4	8	9	6	8	3	8	8	43	41	26	21	185



COOPERATIVE NOISE ABATEMENT EFFORT

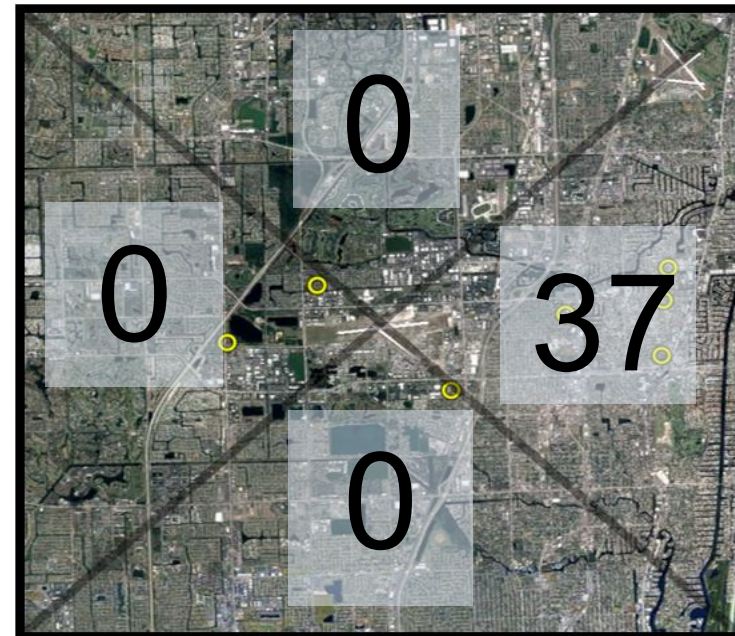
Month of March, 2022

April 28, 2022


Noise Reports By Quadrant

Jet Departures and Noise	Feb-22	Mar-22
Total Jet Departures	1432	1681
Runway 27 Jet Departures	251	303
Runway 9 Jet Departures	1179	1364
Runway 13/31 Jet Departures	2	14
Runway 9 Jet Departure, I-95 Turns	652	797
Runway 9 Jet Departure, % I-95 Turns	55%	58%
Jets over 80 dB at Monitor #1	*	*
Jets over 80 dB at Monitor #2	0	5

Noise Reports	Feb-22	Mar -22
Number of Households - FXE Noise Only	12	7
Number of Noise Reports - Jets	26	33
Number of Noise Reports - Propellers Single-Engine	3	4
Number of Noise Reports - Propellers Multi-Engine	0	0
Number of Noise Reports - Helicopters	1	0
Number of Noise Reports - Unmatched	4	0
Number of Noise Reports - DT1	0	0
Total Number of Noise Reports for FXE	34	37



Note: The equipment for Noise Monitoring Terminal (NMT) # 1 was removed on 12/12/2020 for deconstruction of Broward County's water tank tower. Broward County to reinstall noise monitor upon coordination with FXE, FPL and Envirosuite.

DATE: April 28, 2022
TO: Aviation Advisory Board 
FROM: Rufus A. James, Airport Director
BY: Benjamin J. Gatti, Airport Operations Specialist
VIA: Carlton M. Harrison, Assistant Airport Director
SUBJECT: Development and Construction

12455 – Taxiway Intersection Improvements Project

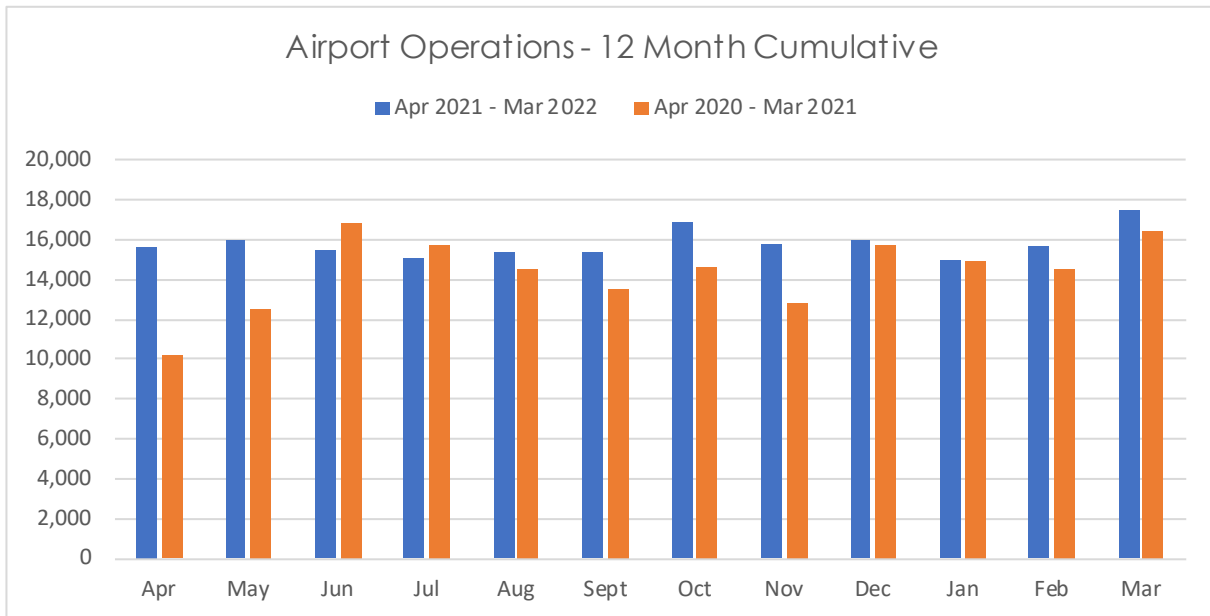
This project involves demolition of taxiways Hotel and Quebec between taxiways Alpha and Echo and the construction of a new centralized taxiway. Included in the project is paving of the new connector taxiway as well as portions of taxiways Echo, Alpha, Hotel and Quebec. Additionally new LED taxiway edge lights, guidance signs, pavement striping, and sodding will be completed as part of the project.

The \$2.5M project is partially funded by a grant from the Florida Department of Transportation (FDOT) for up to 80 percent of the eligible project costs with the Airport contributing the remaining 20 percent. The Notice to Proceed for Construction was issued on 1/18/2022 with an anticipated start date of 4/1/2022. The project is expected to be completed December 2022.

The project has been delayed from its original start date of 4/1/2022 due to the nesting of eggs from a federally protected species of bird, known as the Burrowing Owl. The Project Team has evaluated rephasing options and schedule impacts and has determined that the best course of action is to delay the project until after owl nesting season (July) when the owls can be safely relocated outside of the project limits.

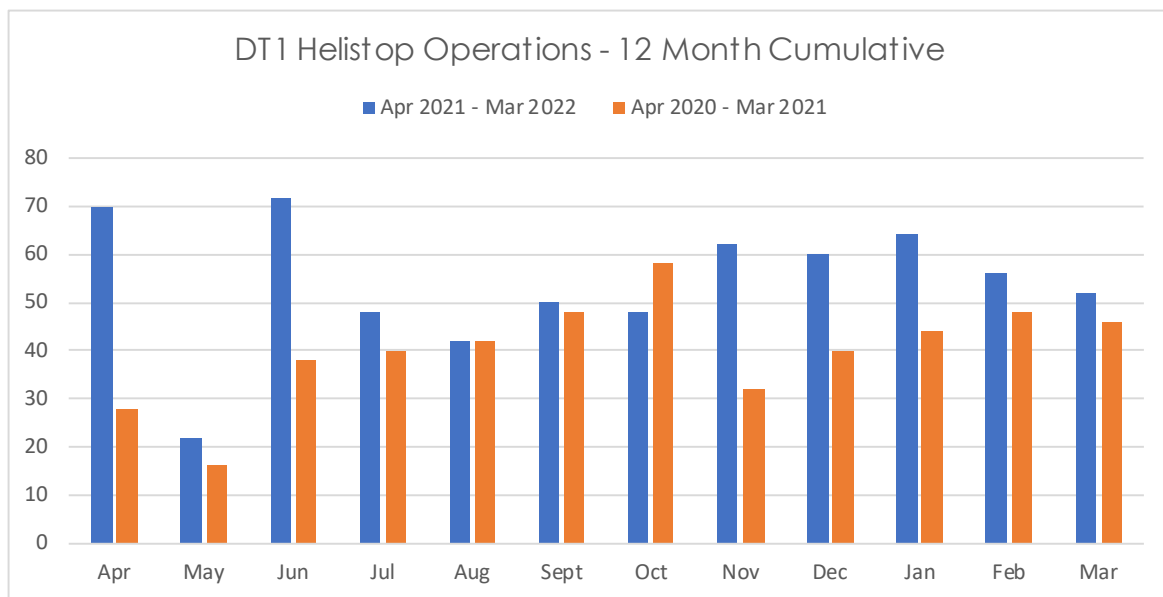
Airport Operations - 12 Month Cumulative

Apr 2021 - Mar 2022	15,685	15,896	15,464	15,067	15,292	15,310	16,806	15,775	15,935	14,980	15,680	17,474	189,364
Apr 2020 - Mar 2021	10,190	12,509	16,893	15,774	14,495	13,489	14,584	12,843	15,773	14,915	14,538	16,460	172,463



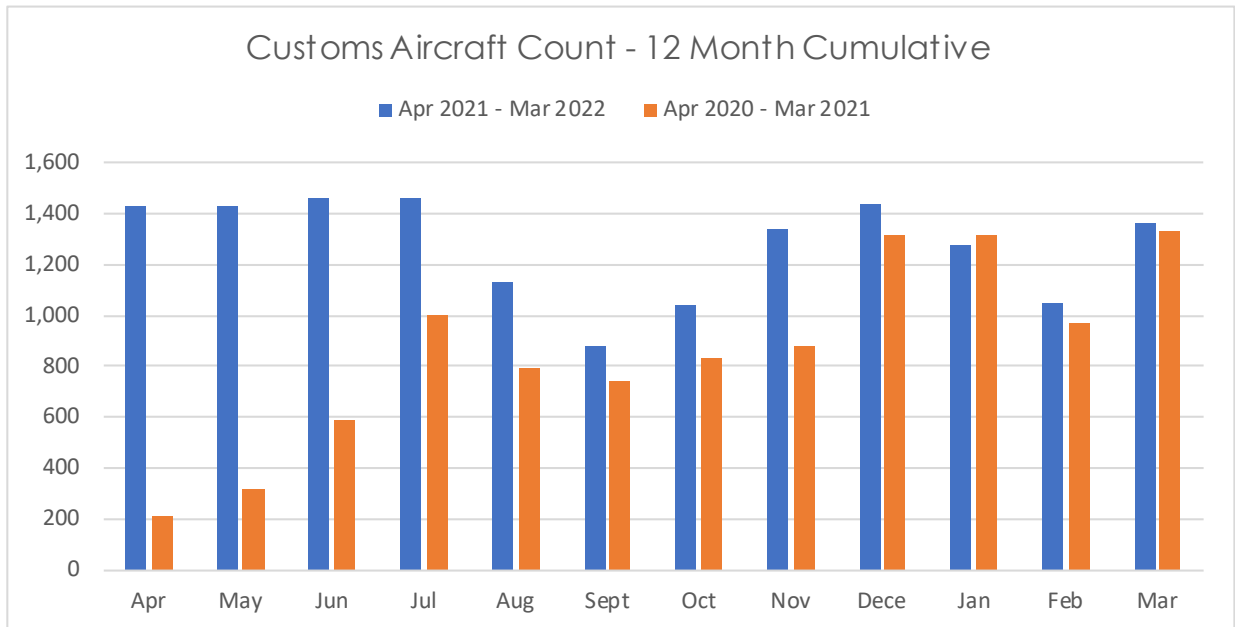
DT1 Helistop Operations - 12 Month Cumulative

Apr 2021 - Mar 2022	70	22	72	48	42	50	48	62	60	64	56	52	646
Apr 2020 - Mar 2021	28	16	38	40	42	48	58	32	40	44	48	46	480



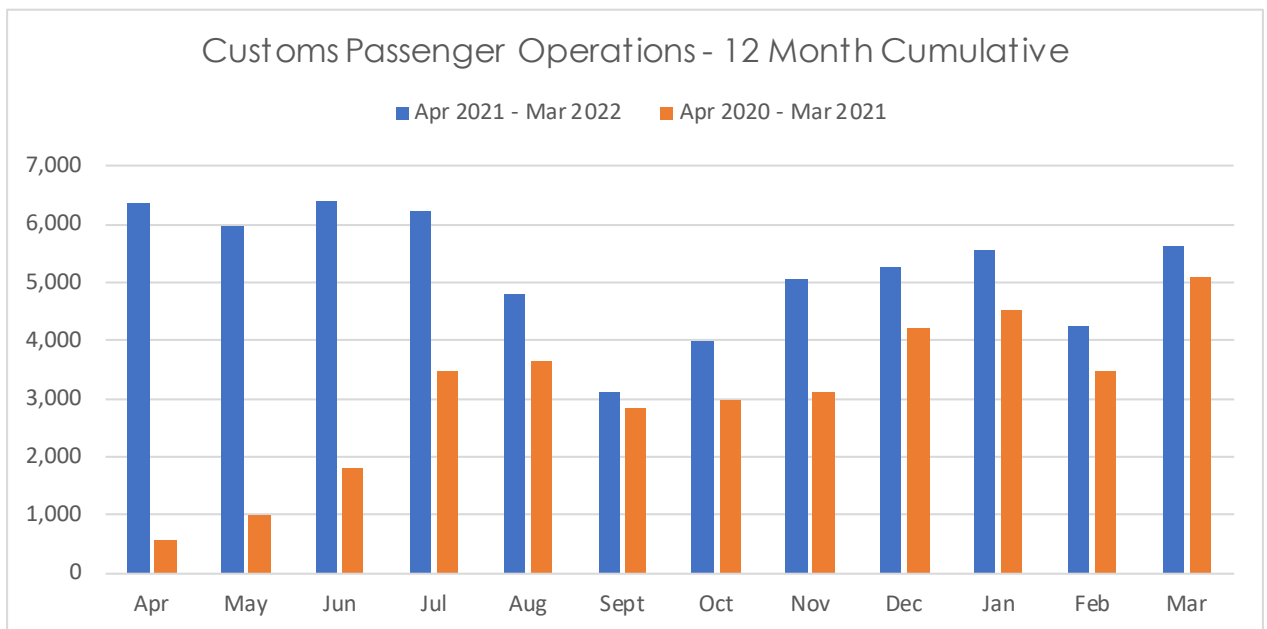
Customs Aircraft Count - 12 Month Cumulative

Apr 2021 - Mar 2022	1,430	1,425	1,461	1,461	1,134	877	1,045	1,344	1,434	1,278	1,053	1,364	15,306
Apr 2020 - Mar 2021	211	312	591	998	788	741	833	878	1,318	1,315	971	1,332	10,288



Customs Passenger Operations - 12 Month Cumulative

	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Totals
Apr 2021 - Mar 2022	6,367	5,958	6,394	6,233	4,789	3,123	4,007	5,059	5,260	5,560	4,256	5,623	62,629
Apr 2020 - Mar 2021	575	994	1,816	3,469	3,639	2,829	2,978	3,095	4,204	4,534	3,476	5,092	36,701



UPDATE ITEM B

Date	Alert Level	Aircraft Type	Description
3/1/2022	II	Piper Saratoga Lance	Unsafe Gear Indicator
3/11/2022	II	Gulfstream 200	Overheated Battery Indicator
3/19/2022	I	Piper Seneca	Flat Right Main Gear
3/19/2022	I	Piper Navajo	Flat Right Main Gear
3/28/2022	I	Cessna 172 Skyhawk	Flat Right Main Gear
3/30/2022	I	Piper Navajo	Flat Left Main Gear
3/30/2022	I	Cirrus Vision Jet	Flat Left Main Gear
3/30/2022	III	Columbia 350	Collapsed Nosed Gear

2022 Monthly Fuel Flowage (Gallons)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Avgas	100,626	62,631	92,249	0	0	0	0	0	0	0	0	0	255,506
Jet	1,191,192	1,113,825	1,301,201	0	0	0	0	0	0	0	0	0	3,606,218
Total	1,291,818	1,176,456	1,393,450	0	0	0	0	0	0	0	0	0	3,861,724

