



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, SEPTEMBER 28, 2023 – 1:30 P.M.**

	Attendance	Cumulative Attendance 7/2023 - 6/2024	
		Present	Absent
<b>Board Members</b>			
Mark Volchek, Chair	A	1	1
William Gilbert, Vice Chair	P	2	0
David Ash	A	1	1
Kelly Gordon	P	2	0
Jeff Johnson	P	1	1
Dr. Ed Kwoka	P	2	0
Robert Laughlin	P	2	0
Kevin Macelhaney	P	2	0
Valerie Vitale	P	2	0
John Vratsinas	P	2	0
<b>Non-Voting</b>			
Commissioner Marlon Bolton	A	1	1
Jeff Helyer, City of Oakland Park	A	1	1

**Airport/City Staff**

Rufus James, Airport Director  
 Carlton Harrison, Assistant Airport Director  
 Khant Myat, Project Manager II  
 Ryan Frost, Airport Operations Supervisor  
 Krystal Permanan, Airport Business Development Administrator  
 Angelia Basto, Senior Financial Administrator  
 Miguel Laca, Financial Administrator  
 Linda Blanco, Senior Administrative Assistant  
 Yadsel Ortiz-Rodriguez, Senior Administrative Assistant  
 Jeri Pryor, City Commissioner Sturman’s office  
 Amanda Foor, City Commissioner John Herbst’s office

**Others**

Terry Robertson, Florida Jet Center, Inc.  
 Patrick Simesen, Florida Jet Center, Inc.  
 Travis Werth, JM Family Enterprises  
 Stephen Martin, AOPA  
 Don Campion, Banyan Air Service  
 Ignacio Martinez, W Aviation  
 Tony Sherbert, Sheltair Executive South, Inc.  
 Johanna Carter, Sheltair Executive South, Inc.  
 Jim McNeill, Sheltair Executive South, Inc.

### **CALL TO ORDER**

Vice Chair Gilbert called the meeting to order at 1:30 p.m.

### **ROLL CALL**

Roll was called and a quorum was determined to be present.

### **APPROVAL OF MINUTES**

- **August 24, 2023**

**Motion** made by Dr. Kwoka, seconded by Mr. Vratsinas, to approve the minutes of the August 24, 2023, meeting as presented. Motion passed unanimously.

### **VOTING ITEMS**

#### **1. Parcel 7 Lease Extension with Florida Jet Center, Inc.**

Mr. James provided the presentation and recommended Board approval.

Terry Roberston, owner of Florida Jet Center, discussed his reasons for needing additional hangar space.

Dr. Kwoka said Mr. Robertson should not be responsible for relocating the water main; the City should be responsible for this.

**Motion** made by Mr. Vratsinas, seconded by Dr. Kwoka, to approve the Parcel 7 Lease Extension with Florida Jet Center, Inc. Motion passed unanimously.

### **UPDATE ITEMS**

#### **A. Noise Compatibility Program**

Ms. Permanan stated in August there were 45 noise reports from residents. One aircraft registered over 80 decibels from monitor 2 but this was not reported by any residents. She explained the new software was user-friendly and efficient. Ms. Permanan said noise monitor 1 was still down but Broward County has assigned a new project manager, who was working with a contractor that applied for the permit in Oakland Park.

#### **B. Development and Construction**

Mr. Frost reported that the airfield painting and remarking project was complete and he played a video showing the different phases of the project. The mid-field run-up project started in September 2023 and was progressing quickly. He confirmed that the midfield was unusable during the project and the alternate area was on Echo between Delta and Golf.

Operational data was included in the Board's packet.

#### **C. Arrearages**

There were currently no rent or fuel flowage arrearages.

**D. Communication to the City Commission**

None

**E. Other Items**

I. FXE Pilot / Controller Workshop

Mr. Harrison said the workshop was very well attended: they had great representation, good dialog and there was no negativity among the attendees and presenters. Air Traffic stressed that dialog was very important, specifically if something was not working. Key takeaways included following directions and maintaining communication.

II. FXE Aviation Day

Mr. Harrison said FXE will host FXE Aviation Day on October 7th at the maintenance facility. There will be a flight simulator competition, Civil Air Patrol, local flight schools, as well as local colleges and businesses to talk about careers in aviation.

III. FXE Lead Emissions Analysis

Mr. James recalled that in 2022 the Environmental Protection Agency [EPA] determined that lead emissions from aircraft using 100 low-lead fuel caused or contributed to lead air pollution. Mr. James said approximately 60% of piston-engine planes using the Airport used 100 low-lead fuel. FXE had made the EPA's list of highest lead emissions from those aircraft. FXE subsequently hired Harris Miller Miller and Hansen to determine how much the Airport contributed to the lead emissions in the area. Mr. James hoped to have the results by the next Board meeting.

Mr. James noted that change could not happen overnight. Some airports had already transitioned to unleaded fuel but they still had to provide low-lead fuel and that must continue until it was banned. In the meantime, the FAA was partnering with government agencies and aircraft engine manufacturers on how to best encourage the transition. Mr. James said some residents also requested soil testing and this would happen after the EPA analysis.

Dr. Kwoka said how the lead test results were presented would be important. Mr. Vratsinas thought the industry must take the lead on the transition to unleaded fuel. He wants the Airport to be proactive and implement incentives to encourage the change.

Mr. Laughlin noted this was not FXE's problem and he did not want to spend a lot of money on the study. The results should also be presented in a way not to frighten residents. Mr. James recalled how electric vehicles were being slowly adopted by the public. He thought electric aircraft could be in the future as well.

Mr. James said more and more tenants were using sustainable aviation fuel, including charter operators, so the transition was happening, but slowly. He recalled the Stage 2 Aircraft ban took 15 years to take place.

Ms. Pryor said Commissioner Sturman's office wanted to ensure that his office and the surrounding neighborhoods and communities participated in and were informed about the study results.

Mr. James read a study from Naples Airport that took swabs from areas at the airport and the surrounding community and determined the hydrocarbons were not from leaded fuel but from sooty mold. A report from Boca Airport had the same results.

IV. Public Comments

None

**ADJOURNMENT**

There being no further business to come before the Board at this time, the meeting was adjourned at 2:23 p.m.

**NEXT SCHEDULED MEETING DATE: Thursday, October 26, 2023, 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.

## VOTING ITEM 1

DATE: December 7, 2023  
TO: Aviation Advisory Board  
FROM: Rufus A. James, Airport Director   
BY: Khant Myat, Project Manager II/Airport Engineer  
SUBJECT: Public Transportation Grant Agreement with the Florida Department of Transportation for the Runway 9 Parallel Taxiways Extension - Design

Fort Lauderdale Executive Airport's (FXE) existing Master Plan was developed to provide for future airfield and non-airfield development options for 5-year, 10-year, and 20-year periods. The development of a Master Plan was completed in 2019 and included a future project for a one-thousand-foot extension of Runway 9. The parallel taxiways on both the south and north sides of Runway 9 need to be extended as well.

The scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, airfield lighting system, signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), drainage, stormwater structures, utilities, and sodding, including all materials, equipment, labor, and incidentals required to complete the project.

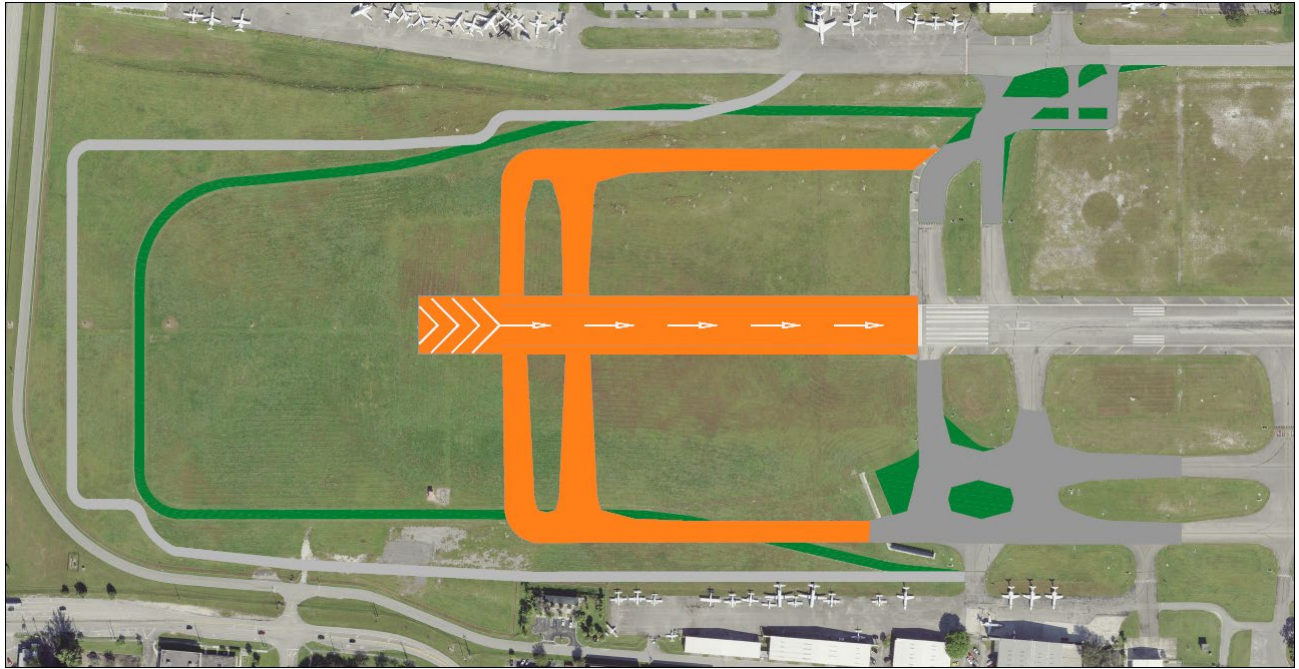
The extension is designed with a displaced threshold at the western end for the primary benefit of aircraft departing to the east. The existing parallel Taxiways Echo to the south and Foxtrot to the north will provide necessary access to the proposed Runway 9 western extension (Exhibit 1). Additionally, the runway extension will reduce payload penalties for some larger jet aircraft and/or increase aircraft range as well as increase the overall capacity of the Airport.

Based on the estimated design cost of \$400,000, the Florida Department of Transportation (FDOT) is providing a Public Transportation Grant Agreement in the amount of \$320,000 for up to 80% of the projected costs, with the Airport providing 20% of the design cost in the amount of \$80,000.

### **Staff Recommendation**

Staff recommends approving the Public Transportation Grant Agreement with the Florida Department of Transportation in the amount of \$320,000 for the design of Runway 9 Parallel Taxiways Extension.

**VOTING ITEM 1  
EXHIBIT 1**



Project Area – For Reference Only

## VOTING ITEM 2

DATE: December 7, 2023  
TO: Aviation Advisory Board  
FROM: Rufus A. James, Airport Director  
BY: Khant Myat, Project Manager II  
SUBJECT: Public Transportation Grant Agreement with the Florida Department of Transportation for Runway 9-27 Pavement Rehabilitation



The Runway 9-27 Pavement Rehabilitation project is required as part of the Airport's approved Airport Layout Plan (ALP) to improve the current pavement condition of Runway 9-27 and taxiway intersections. Runway 9-27 is reaching its 20-year useful life and has a weighted Pavement Condition Index (PCI) value of 50 per Florida Department of Transportation (FDOT) Airport Pavement Evaluation Report of Fort Lauderdale Executive Airport (FXE).

The 2023 FDOT pavement evaluation report recommended Runway 9-27 be milled and overlaid with P-401 asphalt and full-depth reconstruction in some areas. The existing asphalt on Runway 9-27 underwent major rehabilitation in 2004 with preventative maintenance in 2016. The total area for pavement rehabilitation is approximately 650,000 square feet which includes the runway and connector taxiways up to the runway hold position markings. The scope of the construction includes milling, paving, electrical installation, pavement marking, geotechnical work and construction survey. The project is programmed with the Airport's current FAA approved ALP.

Based on the estimated design construction cost of \$8,814,229, FDOT is providing a Public Transportation Grant Agreement (PTGA) in the amount of \$440,711 for up to 5% of the projected costs. The Airport is providing a 5% match in the amount of \$440,711. A grant in the amount of \$7,932,807 is anticipated from the FAA for the remaining project costs.

### **Staff Recommendation**

Staff recommends approving the Public Transportation Grant Agreement with the Florida Department of Transportation in the amount of \$440,711 for the Runway 9-27 Pavement Rehabilitation Project.

## VOTING ITEM 3

DATE: December 7, 2023  
TO: Aviation Advisory Board  
FROM: Rufus A. James, Airport Director  
SUBJECT: Florida Power & Light Company Utility License Agreement – Parcels B, C, and D - First Industrial Harrisburg, L.P.



First Industrial Harrisburg, L.P. (First Industrial) leases Parcels B, C, & D at the Fort Lauderdale Executive Airport (FXE) in the Airport Industrial Park, under terms of a lease expiring June 30, 2069. Parcels B, C, & D are zoned to accommodate office services, warehouse distribution, hotels, restaurants, and related ancillary uses.

In 2021, the properties were improved with the construction of three buildings on Parcels B, C and D, totaling approximately 400,000 square feet of warehouse and office space. All three buildings are sub-leased by Amazon and used as a fulfillment center for their last mile delivery program (Exhibit 1).

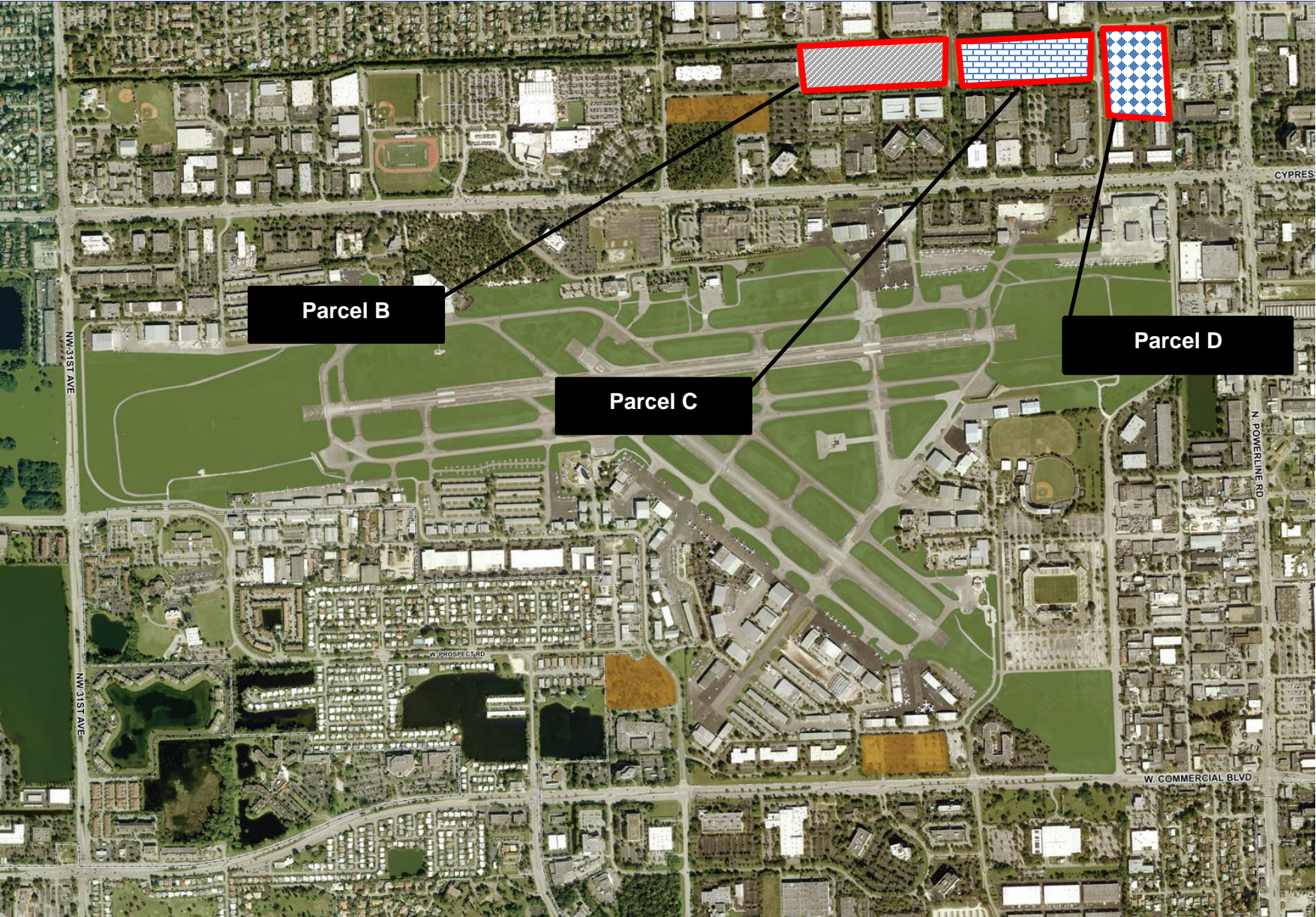
First Industrial has reached out to the Airport on behalf of Amazon to further improve Parcel D with the addition of more than 100 Electric Vehicle (EV) chargers to the site. The proposed new EV chargers will accommodate custom electric delivery vehicles that are programmed with industry-leading safety, navigation, and design features. Additionally, Amazon's overall goal is to bring 100,000 electric delivery vehicles across the country by 2030 and is committed to achieving net-zero carbon by 2040 (Exhibit 2).

The addition of the EV chargers to Parcel D will require new utilities to be installed on site and a License Agreement between the City of Fort Lauderdale and Florida Power & Light Company (FPL). In addition to the installation of utilities, the Agreement ensures restoration of service and application of wind resistant technologies when able. Both Airport and City staff have reviewed the Agreement and find it acceptable.

### **Staff Recommendation**

Staff recommends entering into a License Agreement with Florida Power & Light Company for the installation of utility lines on Parcel D in the Airport Industrial Park.

**VOTING ITEM 3  
EXHIBIT 1**





## VOTING ITEM 4

DATE: December 7, 2023  
TO: Aviation Advisory Board   
FROM: Rufus A. James, Airport Director  
SUBJECT: Airport Zoning Regulations – Interlocal Agreement Between Broward County and City of Fort Lauderdale

As the Board may recall, the State of Florida amended Florida Statute (FS), Chapter 333, Airport Zoning. According to F.S. 333.03, the State requires the adoption of airport zoning regulations for aviation facilities. Public-use aviation facility owners are mandated to codify existing federal requirements for airport protection zones.

The Fort Lauderdale Executive Airport (FXE) and Fort Lauderdale-Hollywood International Airport (FLL) each have defined areas of navigable airspace located within the City of Fort Lauderdale and within Broward County. Respectively, FXE is owned by the City of Fort Lauderdale, and FLL is owned by Broward County. The City and County recognize their mutual obligations and responsibilities for the protection of airport airspace and understand limitations must be set on the height of structures and other objects near each airport.

In accordance with FS 333.03, the City and County are required to enter an Interlocal Agreement to adopt, administer, and enforce airport zoning regulations or adopt an ordinance, regulation, or resolution creating a joint airport zoning board that shall adopt, administer, and enforce a set of airport zoning regulations (Exhibit 1).

This Agreement will provide for the City and County to work with each other and provide for a means by which each governmental entity may exercise its respective powers, privileges, and authorities to comply with FS 333.03. More specifically, the Agreement will ensure that each governmental entity will not approve a permit to be issued or any structure, growth, or other object, including a mobile object, which exceeds a limiting height or any use of land near FXE or FLL airports, which obstructs the airspace required for the flight of aircraft in landing or take-off or is otherwise hazardous to air navigation.

The County prepared the Interlocal Agreement, which has been reviewed by Airport staff, City Planning and Zoning, and the City Attorney Office. The City and the County recognize this Agreement is necessary to comply with the expectations of FS 333.03, and will ensure the prevention of airport hazards in the interest of the public health, safety and welfare in order to protect the utility of FXE and FLL airports.

### **Staff Recommendation**

Staff recommends the City enter an Interlocal Agreement with Broward County to adopt, administer, and enforce airport zoning regulations that will protect the airspace for the flight of aircraft landing and taking off from FXE and FLL airports.

Return recorded document to:  
Yesenia Alfonso, Assistant County Attorney  
Broward County Attorney's Office  
320 Terminal Drive, Suite 200  
Fort Lauderdale, Florida 33315

Document prepared by:  
Yesenia Alfonso, Assistant County Attorney  
Broward County Attorney's Office  
320 Terminal Drive, Suite 200  
Fort Lauderdale, Florida 33315

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**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY  
AND CITY OF FORT LAUDERDALE FOR AIRPORT ZONING REGULATIONS**

This Interlocal Agreement ("Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Fort Lauderdale, a Florida municipal corporation, created and existing under the laws of the State of Florida ("City") (County and City collectively referred to as the "Parties").

RECITALS

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, as amended, also known as the "Florida Interlocal Cooperation Act of 1969."

B. It is the purpose and intent of the Parties to permit County and City to make the most efficient use of their respective powers, resources, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby accomplish the objectives provided for herein in the manner that will best accord with the existing resources available to each of them and with the needs and developments within their respective jurisdictions.

C. County owns and operates the Fort Lauderdale-Hollywood International Airport and North Perry Airport, located in Broward County, Florida (individually and collectively, referred to as "Airport").

D. City owns and operates the Fort Lauderdale Executive Airport, located in Fort Lauderdale, Florida.

E. A portion of the airport hazard area, as defined in Section 333.01(4), Florida Statutes, as amended, of the Airport, is located within City's and County's municipal limits, as depicted in **Exhibit A**, attached hereto and incorporated herein.

F. A portion of the airport hazard area, as defined in Section 333.01(4), Florida Statutes, as amended, of the Fort Lauderdale Executive Airport, is located within City's and County's municipal limits, as depicted in **Exhibit B**, attached hereto and incorporated herein.

G. City and County are required by Section 333.03(1)(b), Florida Statutes, as amended, to either: (i) enter into an interlocal agreement to adopt, administer, and enforce the airport zoning regulations; or (ii) adopt an ordinance, regulation, or resolution creating a joint airport zoning board that shall adopt, administer, and enforce a set of airport zoning regulations.

H. Pursuant to the requirements of Section 333.03(1)(b), Florida Statutes, as amended, the Parties desire to enter into this Agreement to administer and enforce the Airport Zoning Regulations (as defined herein).

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### ARTICLE 1. BACKGROUND; PURPOSE AND INTENT

1.1 The Parties agree and stipulate that the foregoing recitals are true and correct, and are incorporated herein by reference.

1.2 The purpose and intent of this Agreement is for County and City, pursuant to Section 163.01, Florida Statutes, as amended, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges, and authorities in order to comply with Section 333.03, Florida Statutes, as amended.

#### ARTICLE 2. AIRPORT ZONING REGULATIONS

2.1 Airport Zoning Regulations. Pursuant to Section 333.03, Florida Statutes, as amended, City and County are required to adopt, administer, and enforce airport protection zoning regulations under their respective police powers. Pursuant to the procedures specified in Section 333.05, Florida Statutes, as amended, City and County shall administer and enforce Section 5-182.10 of the Broward County Code of Ordinances ("Code") and Sections 47-3.12. and 47-14. of City's Unified Land Development Regulations applicable within its jurisdiction and governing the use of land on, adjacent to, or in the immediate vicinity of the Airport and Fort Lauderdale Executive Airport, in compliance with Chapter 333, Florida Statutes (individually and collectively, referred to as the "Airport Zoning Regulations"), as amended.

2.2 Notice Provided to County. City shall, in writing, notify County of the following:

A. City Amendments. City must disclose to County in writing any proposed amendment to City's Comprehensive Plan, Future Land Use Map, Official Zoning Map, zoning regulations, or Airport Zoning Regulations, that may directly or indirectly affect property within the airport hazard area as defined in Section 333.01(4), Florida Statutes (collectively, "Plan, Map, or Regulations"), no later than thirty (30) calendar days prior to the date set for the first public hearing to consider the proposed amendment to the Plan,

Map, or Regulations. County shall provide City with any written comments at least fifteen (15) days prior to the date of the first public hearing City scheduled to consider the proposed amendment to the Plan, Map, or Regulations, and City shall consider the written comments in its amendment to the Plan, Map, or Regulations.

B. City Development Review. City and County acknowledge their respective obligations to administer and enforce the Airport Zoning Regulations. City shall initially screen the development or object of natural growth project applications (“City Application”) that are within its jurisdiction and in the Airport Hazard Areas (as defined in Section 5-201 of the Code), and if any City Application has the potential to create an Airport Hazard or Incompatible Use of Land, as described in Chapter 333, Florida Statutes, as amended, City shall notify County of the City Application. City shall notify each applicant that the applicant must also comply with County’s Obstruction Approval requirements, as set forth in Section 5-182.10(c) of the Code, for the City Application. The applicant must send any modifications to the City Application that has the potential to create an Airport Hazard or Incompatible Use of Land, as described in Chapter 333, Florida Statutes, as amended, to County for additional review. The Airport Hazard Area is outlined in the Airspace Imaginary Surfaces Composite Map, as referenced in Section 5-182.10(d) of the Code.

C. County Development Review. County shall initially screen the development or object of natural growth project applications (“County Application”) that are within its jurisdiction and in the Airport Hazard Areas (as defined in section 47-14. of City’s Unified Land Development Regulations), and if any County Application has the potential to create an Airport Hazard or Incompatible Use of Land, as described in Chapter 333, Florida Statutes, County shall notify City of the County Application. County shall notify each applicant that the applicant must also comply with Sections 47-3.12. (if applicable as determined by City) and 47-14. of City’s Unified Land Development Regulations. The applicant must send any modifications to the County Application that has the potential to create an Airport Hazard or Incompatible Use of Land, as described in Chapter 333, Florida Statutes, as amended, to City for additional review.

2.3 County Obstruction Approval. City agrees that no development permit shall be issued for the development, construction, establishment, enlargement, substantial alteration, or repair of a structure or an object of natural growth that may be considered a hazard or obstruction to air navigation, as determined by County, unless an Obstruction Approval determination is granted by County, pursuant to Section 5-182.10(c) of the Code.

2.4 City Development Permit Approval. County agrees that no development permit shall be issued for the development, construction, establishment, enlargement, substantial alteration, or repair of a structure or an object of natural growth that may be considered a hazard or obstruction to air navigation, as determined by City, applicable within its jurisdiction and governing the use of land on, adjacent to, or in the immediate vicinity of the Fort Lauderdale Executive Airport, unless written approval is provided by City in indicating that the application

for the development permit complies with Sections 47-3.12. (if applicable as determined by City) and 47-14. of City's Unified Land Development Regulations.

### ARTICLE 3. GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement. City and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent required by law.

### ARTICLE 4. MISCELLANEOUS

4.1 Joint Preparation. The preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

4.2 Entire Agreement and Modification. This Agreement incorporates, supersedes, and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matter contained herein. It is further agreed that no change, alteration, or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

4.3 Third-Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

4.4 Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law. City shall maintain the records, books, documents, and papers associated with this Agreement in accordance with Chapter 119, Florida Statutes.

**IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-6100, JCHAMBERS@BROWARD.ORG AND ALSO COPY CONTACTFLL@BROWARD.ORG, 320 TERMINAL DRIVE, SUITE 200, FORT LAUDERDALE, FLORIDA 33315.**

**IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**954-828-5010, CABROWN@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.**

4.5 Recording and Filing. This Agreement shall be recorded in the public records of Broward County, at County's expense, in accordance with the Florida Interlocal Cooperation Act of 1969, and filed with the Florida Department of Transportation, pursuant to Section 333.03(3), Florida Statutes. The effective date of this Agreement shall be upon its recordation in the Official Records of Broward County.

4.6 Default. In the event of any default or breach of any of the terms of this Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available in law or equity, have the right to enforce this Agreement by specific performance, injunctive relief, prohibition, or mandamus to compel the other party to abide by the terms of this Agreement.

4.7 Notices. Unless otherwise stated herein, for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective when deposited in the mail or hand delivered (provided the contemporaneous email is also sent). Addresses and email addresses may be changed by the applicable party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Aviation Department  
Attn: Airport Development - Airspace Review  
320 Terminal Drive, Suite 200  
Fort Lauderdale, Florida 33315  
Email address: [airspacereview@broward.org](mailto:airspacereview@broward.org)

FOR CITY:

City of Fort Lauderdale  
Attn: City Manager  
1 East Broward Boulevard, Suite 444  
Fort Lauderdale, Florida 33301  
Email address: [gchavarria@fortlauderdale.gov](mailto:gchavarria@fortlauderdale.gov)

with a copy to:

City of Fort Lauderdale  
Attn: City Attorney  
1 East Broward Boulevard, Suite 1605  
Fort Lauderdale, Florida 33301  
Email address: [cityattorney@fortlauderdale.gov](mailto:cityattorney@fortlauderdale.gov)

City of Fort Lauderdale  
Attn: City Clerk  
1 East Broward Boulevard, Suite 444  
Fort Lauderdale, Florida 33301  
Email address: dsoloman@fortlauderdale.gov

4.8 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

4.9 Conflict. In the event that this Agreement conflicts with any other agreement pertaining to the Airport Zoning Regulations, the Parties agree that the terms and conditions contained in this Agreement shall prevail.

4.10 Governing Statutes. Chapter 333, Florida Statutes, and Title 14, C.F.R. Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace, subpart C, including as amended, shall be utilized to clarify any ambiguities with regard to relevant aspects of the Agreement, including its scope, use, obstruction standards, and definitions.

4.11 Counterpart Originals. The Parties agree that this Agreement may be executed in counterparts, whether signed physically or electronically, and that collectively the counterparts shall be considered an original agreement and shall be deemed legally sufficient and binding upon the Parties.

4.12 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 13th day of December, 2022, and CITY, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through  
its County Administrator

By: \_\_\_\_\_  
County Administrator

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
320 Terminal Drive, Suite 200  
Fort Lauderdale, Florida 33315  
Telephone: (954) 359-6100

By \_\_\_\_\_  
Yesenia Alfonso (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Sharon V. Thorsen (Date)  
Senior Assistant County Attorney

YA/em  
ILA City of Fort Lauderdale  
09/22/23  
80071.0122

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY  
AND CITY OF FORT LAUDERDALE FOR AIRPORT ZONING REGULATIONS**

**CITY**

WITNESSES:

**CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida

\_\_\_\_\_

\_\_\_\_\_  
[Witness type or print name]

\_\_\_\_\_

\_\_\_\_\_  
[Witness type or print name]

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

By: \_\_\_\_\_  
Greg Chavarria  
City Manager

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
David R. Soloman, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
Shari C. Wallen, Esq.  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by **Dean J. Trantalis**, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by **Greg Chavarria**, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



**EXHIBIT B – AIRPORT HAZARD AREA FOR THE FORT LAUDERDALE EXECUTIVE AIRPORT**

This **Exhibit B** may be amended from time to time by City providing written notice of such changes to County.

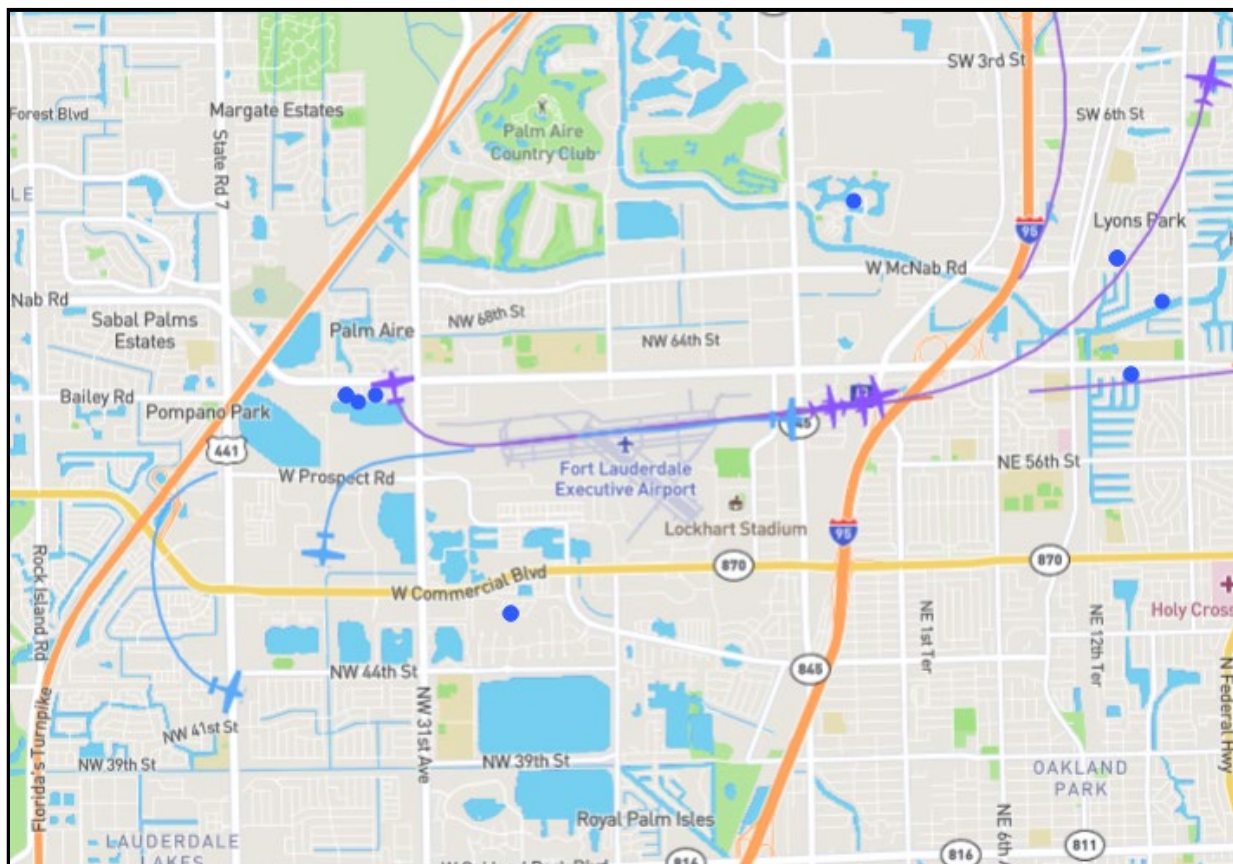
## UPDATE ITEM A

DATE: December 7, 2023  
TO: Aviation Advisory Board  
FROM: Rufus A. James, Airport Director  
VIA: Chelsea Jones Finley, Airport Programs Manager  
BY: Krystal Permanan, Airport Business Assistance Administrator  
SUBJECT: Executive Airport – Noise Compatibility Program

In October 2023, Fort Lauderdale Executive Airport (FXE) generated 792 jet departures from Runway 9. Noise Monitor #2 registered 16 aircraft that exceeded the recommended limit of 80 decibels, which generated two community noise reports (for the same aircraft, on different occasions). The aircraft owner was notified of the events and encouraged to follow the noise abatement measures to reduce aircraft noise over sensitive communities. A total of 17 noise reports from residents were generated for October 2023 (Exhibit 1).

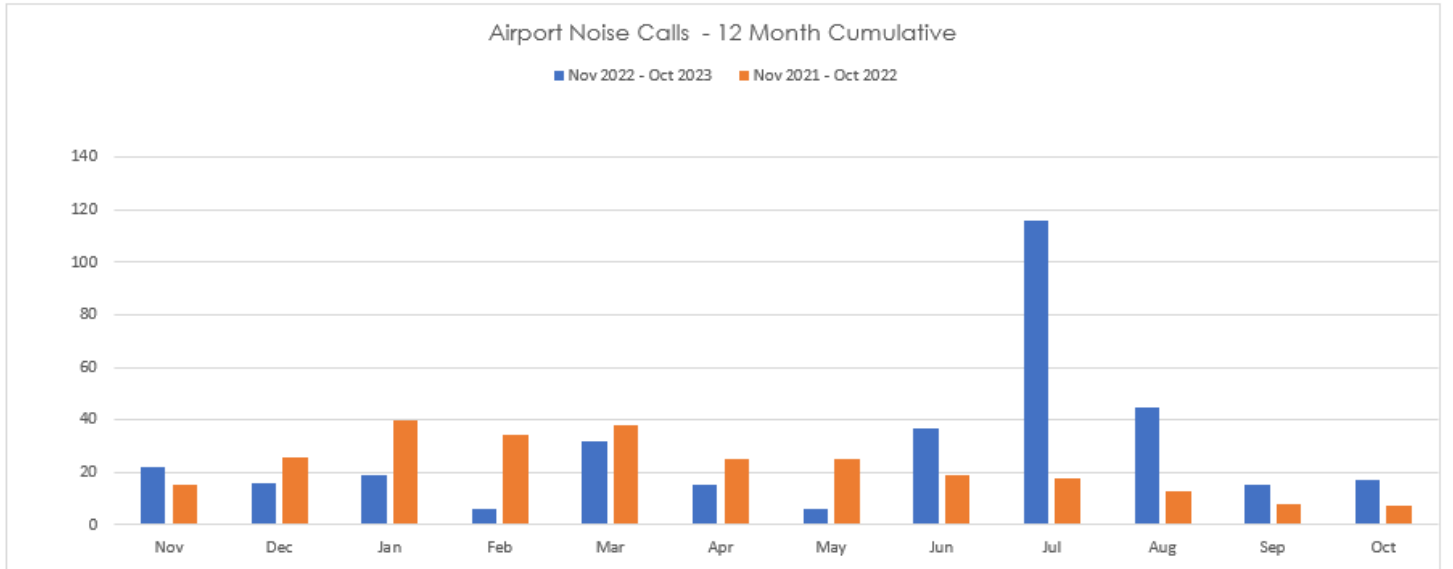
Staff will continue responding to resident concerns and analyzing aircraft operations to ensure safe and efficient operations at FXE.

October 2023 Noise Reports



### Airport Noise Calls - 12 Month Cumulative

	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Totals
<b>Nov 2022 - Oct 2023</b>	22	16	19	6	32	15	6	37	116	45	15	17	346
<b>Nov 2021 - Oct 2022</b>	15	26	40	34	38	25	25	19	18	13	8	7	268





# COOPERATIVE NOISE ABATEMENT EFFORT

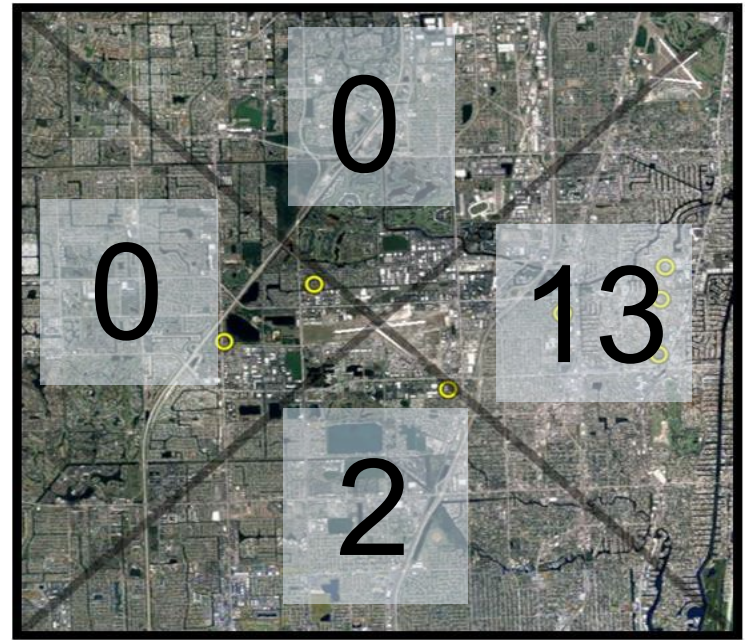
Month of September, 2023

October 26, 2023

Jet Departures and Noise	Aug-23	Sep-23
Total Departures	942	907
Runway 27 Jet Departures	114	28
Runway 9 Jet Departures	824	875
Runway 13/31 Jet Departures	4	4
Runway 9 Jet Departures, I-95 Turns	480	556
Runway 9 Jet Departures %, I-95 Turns	58%	64%
Jet over 80dB at Monitor #1	*	*
Jet over 80dB at Monitor #2	1	6

Noise Reports	Aug-23	Sep-23
Number of Households - FXE Noise Only	8	5
Number of Reports - Jets	13	9
Number of Reports - Propellers Single-Engine	25	5
Number of Reports - Propellers Multi-Engine	3	1
Number of Reports - Helicopters	0	0
Number of Reports - Unknown	4	0
Number of Reports - Unmatched	0	0
Number of Reports - DT1	0	0
Total Number of Noise Reports for FXE	45	15

## Noise Reports By Quadrant



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.



# COOPERATIVE NOISE ABATEMENT EFFORT

Month of October, 2023

December 7, 2023

Jet Departures and Noise	Sep-23	Oct-23
Total Departures	907	1188
Runway 27 Jet Departures	28	389
Runway 9 Jet Departures	875	792
Runway 13/31 Jet Departures	4	7
Runway 9 Jet Departures, I-95 Turns	556	508
Runway 9 Jet Departures %, I-95 Turns	64%	64%
Jet over 80dB at Monitor #1	*	*
Jet over 80dB at Monitor #2	6	16

Noise Reports	Sep-23	Oct-23
Number of Households - FXE Noise Only	5	10
Number of Reports - Jets	9	11
Number of Reports - Propellers Single-Engine	5	5
Number of Reports - Propellers Multi-Engine	1	1
Number of Reports - Helicopters	0	0
Number of Reports - Unmatched	0	0
Number of Reports - DT1	0	0
Total Number of Noise Reports for FXE	15	17

## Noise Reports By Quadrant



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: December 7, 2023  
TO: Aviation Advisory Board  
FROM: Rufus A. James, Airport Director  
VIA: Carlton M. Harrison, Assistant Airport Director  
BY: Benjamin J. Gatti, Airport Operations Specialist  
SUBJECT: Development and Construction

**12474 – FXE Mid-field Run-up Area Project**

The Airport Master Plan was approved by the Federal Aviation Administration (FAA) in January 2019. During the master plan process, Airport stakeholders expressed a strong desire for a larger maintenance run-up area in the midfield at the Airport to accommodate additional aircraft. The master plan update recommended the expansion of the midfield run-up area from the existing 54,000 square feet to 89,000 square feet with the addition of jet blast deflectors.

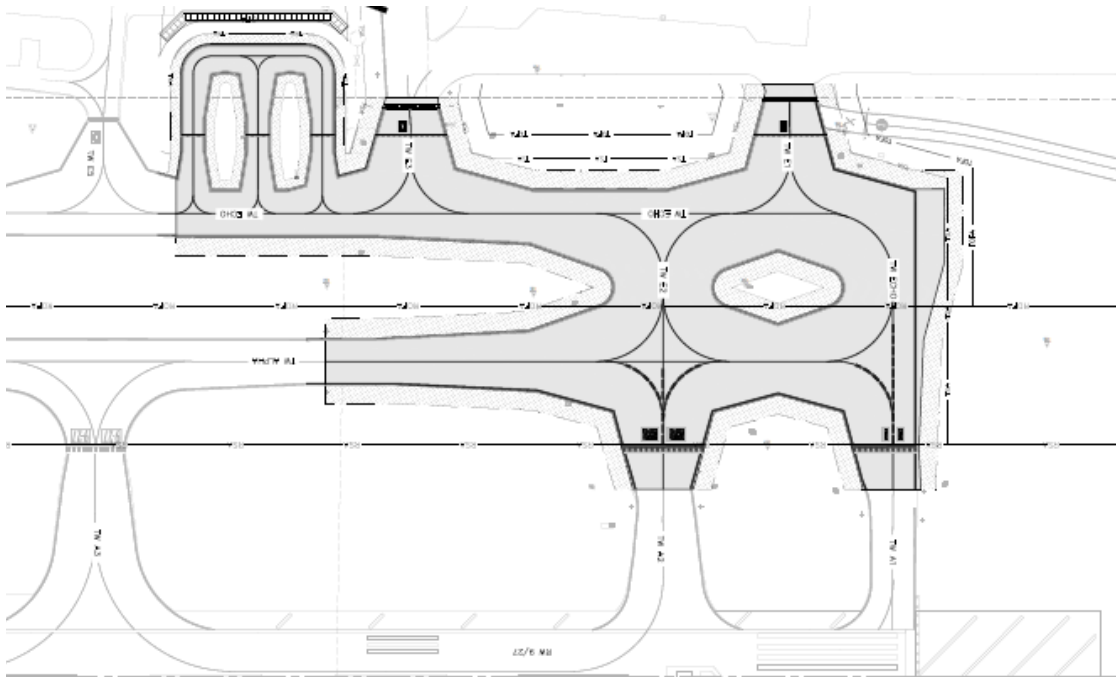
Project mobilization began on Monday, September 4, 2023, with Phase 1 construction activities starting on Wednesday September 6, 2023. The project duration will be approximately seven months. During construction, the Mid-field Run-up Area will be closed to all operations. An alternate run-up area for jets and large turbo-prop aircraft has been established on Taxiway Echo, between Taxiway November and Taxiway Delta or as designated by Air Traffic Control.

Excavation efforts have been completed on the south side of the existing run-up pad awaiting lime rock installation. Excavation efforts are completed on the north side of the existing run-up pad. Retention areas on the south side are also complete. Retention areas on the north side are in progress. The next major work activities are concrete pours for the north and south pad areas and blast fence foundations.



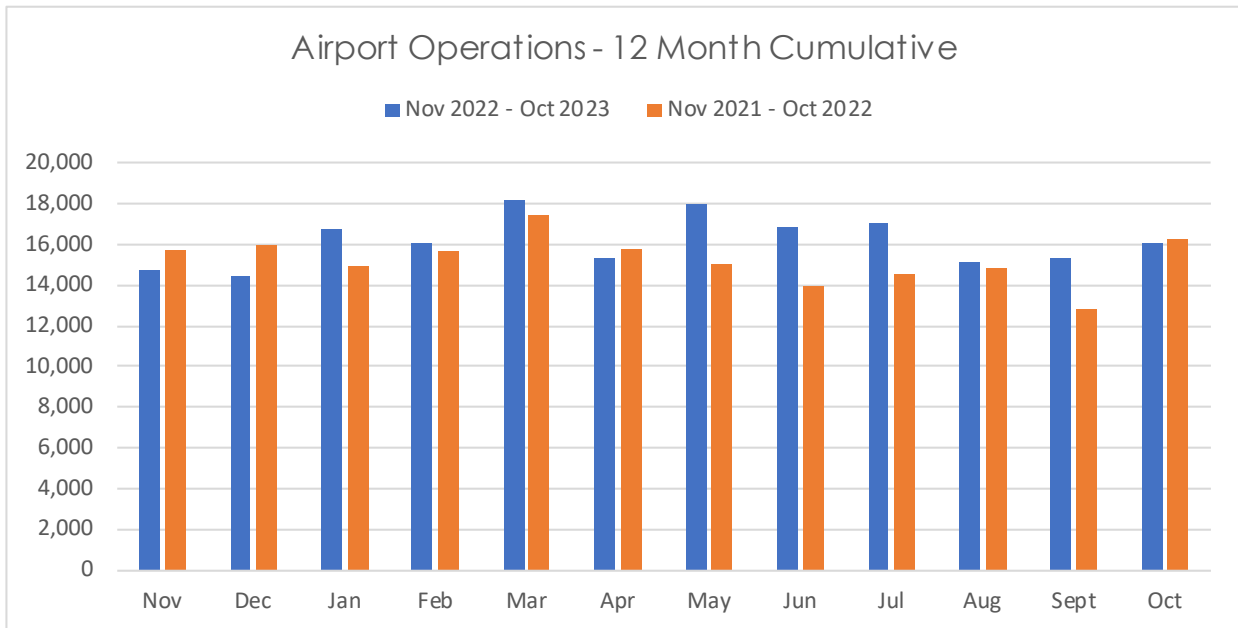
## **12708 – FXE Runway 9 Runup Area Relocation and Southend Taxiways Project**

The purpose of the Runway 9 Runup Area Relocation and Southend Taxiways Project is to realign Taxiway Echo thereby adhering to modern FAA Advisory Circular standards for taxiways that intersect a runway. The new standard for such areas is for a more squared design, creating a perpendicular intersection. This project will also involve the relocation and redesign of the Runway 9 Runup area. The Runway 9 Runup area will be relocated to the southside of Taxiway Echo between Taxiway Echo 3 and Taxiway Echo 5. The layout of the new runup area will adhere to recent updates in the FAA Advisory Circular and will have a three-lane layout similar to the existing Runway 27 Northside Runup area. The planned construction start date is December 11, 2023. The project contract amount is \$3,979,833.25.



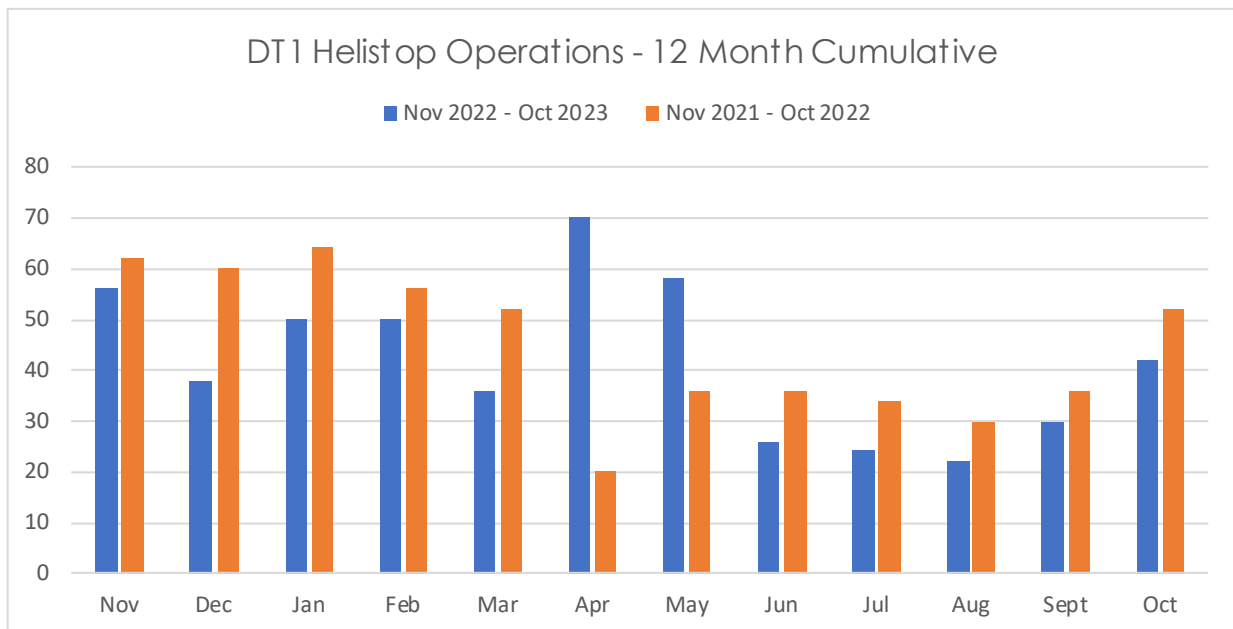
## Airport Operations - 12 Month Cumulative

	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Totals
<b>Nov 2022 - Oct 2023</b>	14,738	14,451	16,790	16,037	18,158	15,321	17,980	16,802	17,016	15,145	15,294	16,020	193,752
<b>Nov 2021 - Oct 2022</b>	15,775	15,935	14,980	15,680	17,474	15,760	15,044	13,895	14,505	14,870	12,822	16,286	183,026



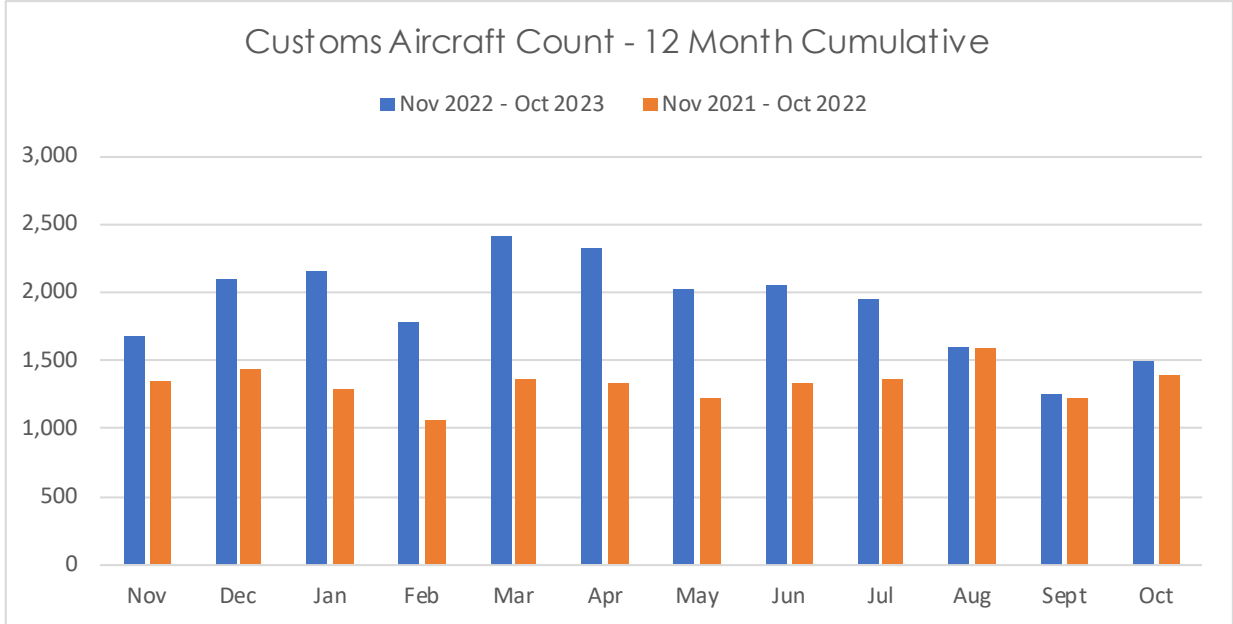
## DT1 Helistop Operations - 12 Month Cumulative

	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Totals
<b>Nov 2022 - Oct 2023</b>	56	38	50	50	36	70	58	26	24	22	30	42	502
<b>Nov 2021 - Oct 2022</b>	62	60	64	56	52	20	36	36	34	30	36	52	538



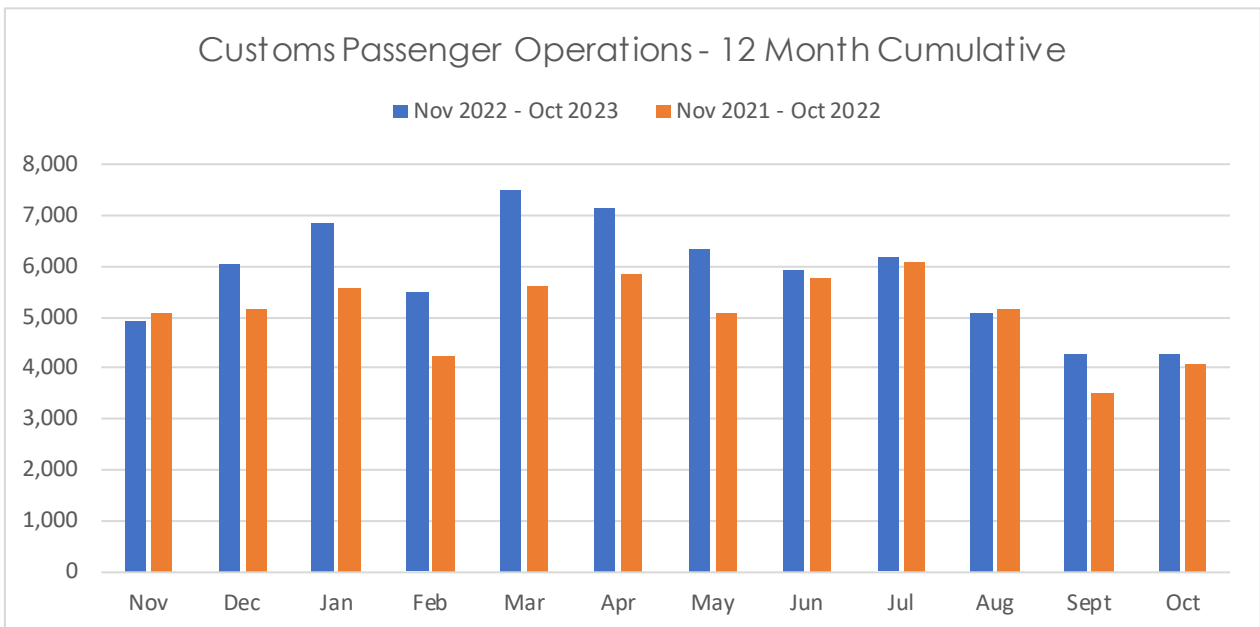
## Customs Aircraft Count - 12 Month Cumulative

	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Totals
<b>Nov 2022 - Oct 2023</b>	1,674	2,090	2,162	1,787	2,410	2,316	2,021	2,055	1,951	1,603	1,257	1,488	22,814
<b>Nov 2021 - Oct 2022</b>	1,344	1,434	1,278	1,053	1,364	1,324	1,223	1,325	1,354	1,591	1,226	1,391	15,907



## Customs Passenger Operations - 12 Month Cumulative

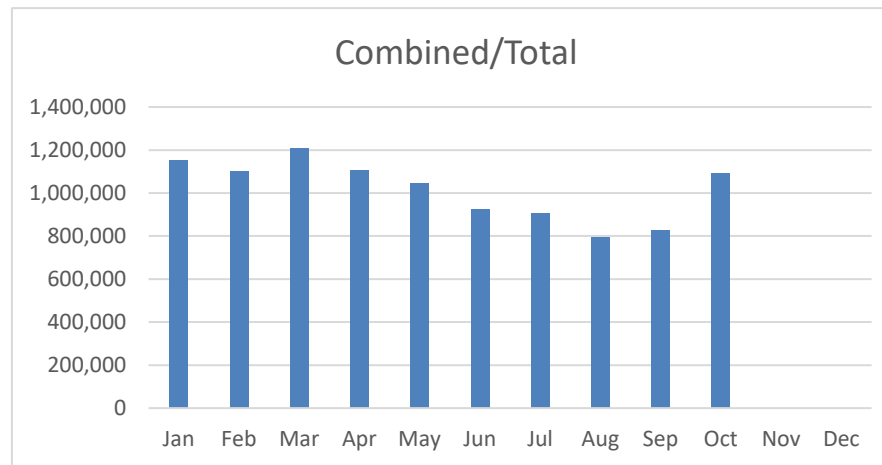
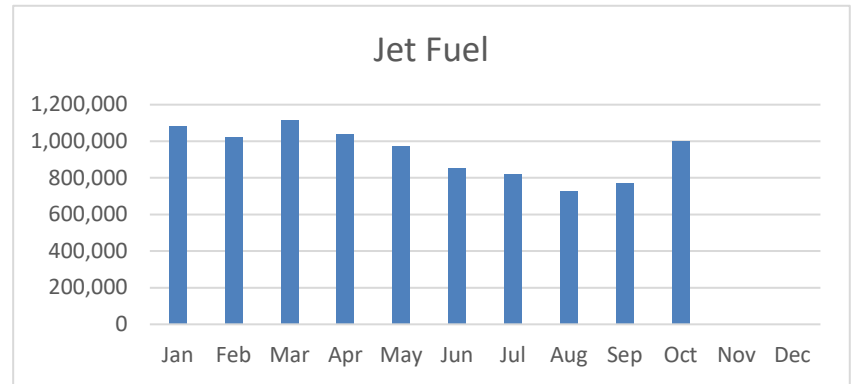
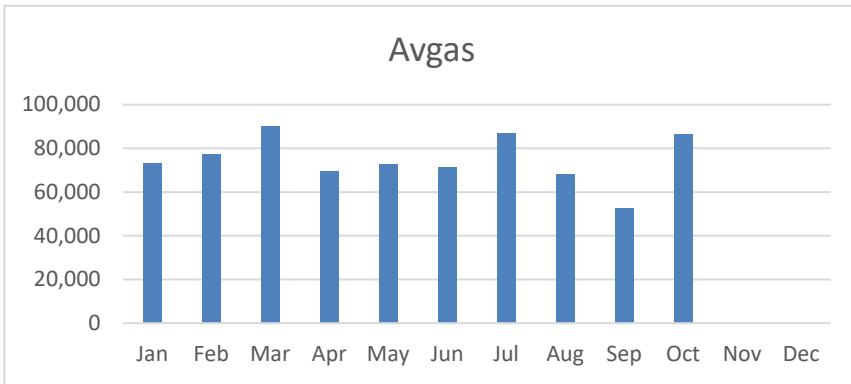
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Totals
<b>Nov 2022 - Oct 2023</b>	4,945	6,040	6,850	5,498	7,489	7,158	6,338	5,947	6,169	5,070	4,284	4,299	70,087
<b>Nov 2021 - Oct 2022</b>	5,089	5,160	5,560	4,256	5,623	5,856	5,076	5,787	6,115	5,167	3,532	4,081	61,302



<b>Date</b>	<b>Alert Level</b>	<b>Aircraft Type</b>	<b>Description</b>
10/8/2023	III	Cessna Citation	Runway Excursion
10/13/2023	II	Learjet 45	Left Engine Shutdown
10/13/2023	I	Cessna 210	Flat Nose Gear
10/26/2023	I	Britten-Norman Islander	Right Main Brake Locked
10/31/2023	I	Cessna 172 Skyhawk	Flat Left Main Gear

### 2023 Monthly Fuel Flowage (Gallons)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
<b>Avgas</b>	73,336	77,070	90,175	69,322	72,673	71,179	86,936	67,957	52,499	86,295			747,442
<b>Jet</b>	1,080,235	1,024,544	1,117,812	1,037,514	972,855	853,810	817,910	727,727	771,803	1,002,734			9,406,944
<b>Total</b>	<b>1,153,571</b>	<b>1,101,614</b>	<b>1,207,987</b>	<b>1,106,836</b>	<b>1,045,528</b>	<b>924,989</b>	<b>904,846</b>	<b>795,684</b>	<b>824,302</b>	<b>1,089,029</b>	<b>0</b>	<b>0</b>	<b>10,154,386</b>



## UPDATE ITEM C

DATE: December 7, 2023  
TO: Aviation Advisory Board  
FROM: Rufus A. James, Airport Director  
SUBJECT: 2023 Arrearages




### **Rent**

There are no arrearages to report.

### **Fuel Flowage**

There are no arrearages to report.

## UPDATE ITEM E.I.

DATE: December 7, 2023  
TO: Aviation Advisory Board   
FROM: Rufus A. James, Airport Manager  
VIA: Chelsea Jones Finley, Airport Programs Manager  
BY: Krystal Permanan, Airport Business Development Administrator  
SUBJECT: Uptown 5k on the Runway

### **Uptown 5k On the Runway**

On November 18, 2023, FXE partnered with Trustbridge Hospice Foundation to host the 5th Annual Uptown 5K on the Runway Fundraiser. As part of the Airport's community engagement, FXE brought together the Uptown community, the healthcare community, and neighbors of varying ages and abilities to participate in the 5K event.

This event raised funds to support services provided by Trustbridge Hospice, such as child bereavement camps, music and pet therapy, grief counseling sessions, and more. The 5K aligned with the observance of National Aviation History Month and National Hospice and Palliative Month in November and marked a historic achievement by securing the highest level of donations and registrations. The event drew more than 1,200 participants and raised more than \$116,000.

The 5K on the Runway is a one-of-a-kind experience, and this collaboration showcased FXE's dedication to community welfare and its commitment to positively impacting the local area. The Airport's alliance with Trustbridge is fueled by its mission to attract businesses to the area, help tenants prosper, and benefit the community.

FXE looks forward to continuing its partnership with the Trustbridge Hospice Foundation for the 2024 Uptown 5K on the Runway.