



CITY OF FORT LAUDERDALE

**AVIATION ADVISORY BOARD MEETING MINUTES  
FORT LAUDER DALE EXECUTIVE AIRPORT  
ADMINISTRATIVE OFFICE – MULTIPURPOSE ROOM  
6000 NW 21 AVENUE, FORT LAUDERDALE, FLORIDA  
THURSDAY, MARCH 28, 2019 – 1:30 P.M.**

	Attendance	Cumulative Attendance 7/18 through 7/19	
		Present	Absent
Ed Kwoka, Chair	P	5	3
Edward Rebholz, Vice Chair	P	8	0
Louis Gavin	P	5	4
John Dool	P	6	0
Dana Pollitt	A	4	4
Wes Szymonik	P	3	0
Pierre Taschereau	P	4	0
John Watt	P	8	0
Cary Goldberg	A	2	2
Commissioner Marlon Bolton, City of Tamarac [non-voting]	A	4	4
Jeff Helyer, City of Oakland Park [non-voting]	P	8	0

**Airport Staff**

Rufus A. James, Airport Manager  
Carlton Harrison, Assistant Airport Manager  
Fernando Blanco, Airport Engineer/Project Manager II  
Mickaelle Bouchereau, Administrative Assistant  
Angelia Basto, Administrative Assistant I  
Lisa Tayar, Recording Secretary, Prototype, Inc.

**Guests**

Sheldon Gross, 1600 Penn Corp.

**CALL TO ORDER**

Chair Kwoka called the meeting to order at 1:34 p.m.

**1. Roll Call**

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

**APPROVAL OF MINUTES**

- **January 24, 2019 Draft Minutes**

**Motion** made by Vice Chair Rebholz, seconded by Mr. Gavin, to approve the minutes of the January 24, 2019, minutes with the following corrections:

- Pg. 6, under American Airlines' discussion, change the sentence under the last bullet point to: "Jets have to be configured and stabilized by 1,000 feet in the United States for landing. In all foreign countries, the first power reduction is at 1,500 feet."

In a voice vote, the motion passed unanimously (7-0).

## **VOTING ITEMS**

### **1. Assignment of Cypress Concourse E, LLC Lease for Lots 25, 26, 38, 39 to Cypress West**

Mr. James read from the staff report, noting that Cypress Concourse E (CCE) leases the aforementioned lots in a 50-year lease with an optional 25-year extension. CCE has requested a consent to assignment of its ground lease for Lots 25, 26, 38, 39 to Cypress West, LLC. Staff recommends consent to the assignment subject to review by the City Attorney's Office.

Since the Airport is not a beneficiary of the transaction, Chair Kwoka questioned its value. Mr. James responded that the value for the Airport is knowing that an entity is coming in which will continue to pay the rent. If there is a reason for default on the mortgage, and the new entity does not comply with the default, then the bank would have the first opportunity to clear the default. Unlike new leases that go before the FAA for review, assignments of leases are not required to do so because no adjustments are being made to the terms of the lease.

Vice Chair Rebholz asked what the business incentive was to do the transaction.

Sheldon Gross, 1063 Hillsboro Mile, Hillsboro Beach, Florida, (from 1600 Penn Corp.) explained they will operate a property, have tenants, collect rent, pay the mortgage, pay the Airport the leasing fee, and hopefully make a profit. He mentioned that Kaplan School still occupies the property and are obligated to the entire building under the lease. However, their density is not good, so Mr. Gross said they would work with them to improve the facility.

**Motion** made by Mr. Watt, seconded by Mr. Dool, to approve the transaction. In a voice vote, the motion passed unanimously (7-0).

### **2. Public Transportation Grant Agreement for the Relocation of Taxiway Foxtrot**

Mr. Harrison mentioned that the acronym JPA (Joint Participation Grant Agreement) is being replaced by the acronym PTGA (Public Transportation Grant Agreement), but it is still a grant.

Mr. Harrison gave the staff report, noting the grant is for construction costs associated with the relocation of the eastern 3,000 feet of Taxiway Foxtrot. The relocation is required by the FAA to provide a 400-foot separation from the centerline of Runway 9-27. Staff recommends the Public Transportation Grant Agreement be approved for the City to accept \$247,250 from the Florida Department of Transportation, for up to 5% of the costs for the Relocation of Taxiway Foxtrot Project. The Airport will pay 5%, FDOT will pay 5%, and FAA will pay 90% of the cost.

Mr. Blanco stated that construction will likely begin in January, 2020, and will be a nine to twelve-month project. They will construct the new taxiway first and then demolish the old one.

**Motion** made by Mr. Dool, seconded by Mr. Szymonik, to approve. In a voice vote, the motion passed unanimously (7-0).

## **UPDATE ITEMS**

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

Mr. James stated that FDOT requires airports to address zoning concerns. Over the years, new development occurred under the flight path without notification to the Airport. Noise complaints are now being received. Every entity adjacent to the Airport that is planning development will be required to notify Fort Lauderdale Planning and Zoning office, who will then notify the Airport.

Robert C. Mentzer Jr., Principal Consultant of HMMH, gave a PowerPoint presentation on the ULDR update and airport zoning. Assisting him was Monty Gettys, President of Montgomery Consulting Group. [Attached]

Comments and questions were as follows:

- How are all the other airspaces proximity integrated?
  - Florida Statute 333 requires Interlocal Agreements between the jurisdictions where their airspace overlaps
  - This process is just beginning – Fort Lauderdale has to update its local Code to integrate the Statute and produce clear drawings of the area for developers to see the areas of concern
  - There are at least eight jurisdictions that FXE falls upon
- Terminal Instrument Procedures (TERPS) is federally mandated – why not use that for enforcement?
  - It is not clear in most ULDRs
- Why try to regulate it at a municipal level when it is a Federal issue?

- Building permits are given locally, not Federally; regulations need to be incorporated into the permit process
- The new process is for clarification of information, outlining the process, and ensuring it is documented
- Only two airports in Florida have gone through the process so far (Jacksonville and Orlando)
- There are 11 jurisdictions to deal with around FXE
- If FXE does not come into compliance, it may not be eligible for grant money from FDOT
- The process applies to both FXE and the downtown heliport
- What happens if the adjacent jurisdictions will not cooperate with FXE?
  - The first process is to update the ULDR for the City. Step two would be to get the Interlocal Agreements set up. If a municipality does not cooperate, the recourse would be to go back to FDOT.
- The Airport will not have to pay any money.
  - If other airports do not cooperate, the situation goes to FDOT.
- Orlando incorporated the ULDRs into Orange County, and may have gotten Interlocal Agreements (ILAs) with several adjacent counties
- Chair Kwoka wanted to follow the Orlando process closely since it is similar
- Maximum building heights for new buildings are indicated in the drawings
  - Existing buildings are grandfathered in

A public meeting was held on February 21, 2019, at FXE, and the Planning and Zoning Department and City Attorney are now reviewing the documents. After that review, the documents will go to the Planning and Zoning Board and then have two readings at the City Commission. The Airport will have to keep FDOT up to date on its progress.

The new regulations will allow building permit officials to be more aware of the Airport and noise requirements. The Airport is now part of the DRC process and has to sign off on reviewing plans for building development. The location and the impact on a development will be considered.

Mr. James confirmed there is review already occurring as part of the DRC process for the development around the heliport. He said there was nothing being built on the northwest quadrant as seen from the heliport. Mr. Harrison takes care of the DRC process.

Discussion ensued about the ease or difficulty of flying out of the heliport, with Chair Kwoka saying it is difficult. Mr. James and Chair Kwoka discussed helicopter departures. It was noted that the landing pattern for the heliport was due to accessibility, not noise control.

## **B. Development and Construction**

Mr. Harrison reported Phase One is substantially complete in the Administration Building. The project is slightly behind on time and on budget. Phase Two and Phase Three work is continuing.

**C. Arrearages – None**

**D. Communications to the City Commission – None**

Mr. James reported the 9<sup>th</sup> Annual Safety Expo was held on March 23. The Commemorative Air Force group brought a P51 Mustang.

The P51 Mustang was shown for five days, and they had a total of 1050 attendees. A video was shown of the aircraft, and the Public Affairs Office reported many positive comments being received. Mr. James said they really wanted the younger folks to come out to “not forget where we have come from.” They hope to repeat the event next year and have outreach with the local schools.

Mr. James reported that the non-jet performance for the Air Show will be based at Banyan. A media day will be held on the Friday of the first weekend in May; they hope to bring schools out to engage with the pilots. The Saturday event will be at the Airport with sky typers, Blue Angels pilots, acrobatic performers, etc.

Chair Kwoka commented on seeing the same people at the Banyan facility that he has known for ten years. He said they are a great quality FBO and acknowledged the importance of each person working at the Airport.

Mr. James said that without the partnership with Banyan, the Airport could not be the “gem” that it is. He commended them for their helpfulness and for allowing children to tour their facility.

**NEXT SCHEDULED MEETING DATE: Thursday, April 25, 2019 – 1:30 p.m.**

There being no further business to come before the Board at this time, the meeting was adjourned at 2:39 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. Rubin, Prototype, Inc.]

Attachments:

PowerPoint presentation on the ULDR – Robert C. Mentzer Jr.,