



AIRPORT ADVISORY BOARD MINUTES

The meeting minutes herein are a summarization of meeting procedures, not a verbatim transcription.

A regular meeting of the AIRPORT ADVISORY BOARD was held on March 16, 2021, beginning at 5:32 p.m. at the Brenham Municipal Airport.

Members Present: Jon Hodde (Chairman), Michele Bright, Josiah Jameson, Lynwood Kindt, Edwin Owens, Mark Whitehead, and Brent Nedbalek (ex-officio member)

Members Absent: Grant Meschewitz

Others Present: Donald Reese, Stephanie Doland, Kim Hodde, Scott Caggiano, and Pat Elliott

Media Present: Alyssa Faykus (Brenham Banner Press)

1. Call to Order:

Chairman Jon Hodde called the meeting to order at 5:32 p.m.

2. Citizen/Visitor Comments:

Pat Elliott addressed the Board with the following concerns:

- Mr. Elliott heard that the Board was going to start charging a landing fee at the Brenham Municipal Airport. He asked if this information is correct.
- Will people that have hangars at the Airport be charged a landing fee?
- Will locals or people who fly in to buy fuel be charged a landing fee?
- Will the FBO have the authority to regulate the fee and who is charged the fees?

Brent Nedbalek stated that the proposed service fees are not a landing fee. He further stated that:

- Airports all over the state charge service fees for various services provided.
- Sometimes, larger planes want various services but do not always take on fuel.
- These service fees would apply to only certain planes, depending on the weight and category, as well as the types of services being provided. These fees would not apply to smaller aircraft or local people.
- It was further clarified that the fees are services fees not landing fees and will only apply for services provided.

Since the citizen / visitor comments are typically limited to two minutes and are for items not on the agenda and this item is a later item on the agenda, Chairman Hodde moved on the next item on the agenda.

3. Reports and Announcements

Stephanie Doland introduced and welcomed Jacob Gurka who is a city employee that will be working at the Airport and handling the routine, day-to-day maintenance for the Airport. City staff encouraged the Board to reach out to Jacob and staff in general if items of concern are noted or issues arise.

CONSENT AGENDA

4. Review/Approval of Minutes from January 19, 2021, Meeting

A motion was made by Mark Whitehead and seconded by Michele Bright to approve the minutes from the January 19, 2021, meeting, as presented. The motion carried unanimously.

REGULAR AGENDA

5. Discussion and update on the following:

- a. **PAPI NOTAM** – Stephanie Doland stated that the PAPI lights and the primary lighted wind cone were replaced in mid-January. The FAA randomly flew the Airport and one PAPI light on the south end was too dim. A NOTAM was posted that the PAPI lights are inoperable. B-C Company made some adjustments to the lights. The FAA came back and re-flew the Airport on Wednesday and the inspection passed. The NOTAM is anticipated to be lifted soon. Ms. Doland reiterated if anyone notices any issues with the lights, please let Kim Hodde, Donald Reese or Stephanie Doland know so that it can be investigated and resolved.
- b. **Airport Operations Report** – Stephanie Doland reported that:
 - Jacob Gurka would be working at the Airport on a regular basis.
 - Staff has been working with the budget team and TxDOT on several capital improvement projects such as:
 - Master Plan
 - MIRL replacement
 - Fire safety / suppression
 - AWOS replacement
 - Pavement upgrades
- c. **Terminal Keypad Access** – Stephanie Doland stated that a keypad had been installed on the far eastern entrance door to provide access to the terminal for restroom and pilot lounge access. A board member asked for signage to be placed on the main entrance doors directing customers to the side door with the keypad. Staff Responded that the signage would be posted as requested.

6. Discussion and Possible Action on a proposed Terminal Building Lease Agreement with Aviators Plus, LLC.

Stephanie Doland stated that a contract for FBO was executed with Southern Flyer, Inc. on August 3, 2000. Southern Flyer, Inc. requested termination of their FBO agreement effective August 31, 2020. Per the FBO agreement between the City of Brenham and Aviators Plus, LLC., Aviators Plus was given the first opportunity to occupy the Terminal Building in the event that Southern Flyer, Inc. vacated the building.

City staff has been in negotiations with Aviators Plus, LLC regarding a terminal building lease agreement. This proposed lease clarifies the rights, responsibilities, and expectations of the FBO including operation of a restaurant on premises. The complete lease agreement and staff report is in the Airport Advisory Board Packet; however, the general terms of the proposed lease include:

- Initial term of lease is 10-years.
- The rental terms.
- Responsibilities of the FBO and the City of Brenham, including who is responsible for the utilities and various maintenance items.
- The Lessee shall maintain all interior portions of the building and the City of Brenham shall be responsible for any exterior portions of the building.
- Additional donation of \$2,000 annually as requested by Aviators Plus to be used for maintenance and entrance improvements.
- Language regarding operation of a restaurant, including how soon after execution of the lease the restaurant should open, the minimum times that the restaurant needs to be open and available to the public, and that it can be subleased.
- The terminal building amenities that need to be available to the public, such as public restrooms and a pilot's lounge and sleeping room.
- Additional lease terms include mandatory insurance requirements, compliance with applicable adopted local, state, and FAA restrictions.

On March 8th, the Facilities Subcommittee met and recommended that the following additional performance measures be considered:

- A Building permit application for renovations to the restaurant received within three months of contract execution.
- A Building permit issued for renovations to the restaurant within five months of contract execution.
- A Performance Evaluation at the one-year anniversary date of the restaurant grand opening with Aviators Plus, LLC and sublessor (if applicable) to be held by the Facilities Subcommittee of Council and Chair of the Airport Advisory Board.

Ms. Doland stated that City Council is requesting a recommendation from the Airport Advisory Board regarding the proposed terminal building lease agreement. The agreement is scheduled to be considered by City Council at their March 25th meeting.

Lynwood Kindt stated that there are several references in the document that refer to "City approval" and others to "City Manager approval". He suggested that "City Manager" be removed and replaced with "City" approval. Donald Reese stated that according to the City of Brenham Charter, the City Manager or the Mayor are the only persons with the approval authority, but that staff will check with the City Attorney on the suggested revisions. Stephanie Doland stated that it should also be clarified whether City approval means City Council approval.

Josiah Jameson asked if the plan is to sublease the building. It was clarified that it is an option to sublease the restaurant but not a requirement. He further asked why the "donation" was not just considered part of the rent? In response, Brent Nedbalek stated that the donation would allocate a specific monetary amount (\$2,000) to the Airport budget for both beautification efforts to the entrance and to contribute to maintenance at the Airport .

Mr. Jameson asked how the lease rate compares to the previous tenant and the market value. Donald Reese replied that the proposed lease rate is quite a bit higher than what Southern Flyer paid. He further noted that "comparables" for a restaurant at an Airport are difficult to find and compare. Stephanie Doland noted that the terminal building is twenty years old and some remodel work will likely be undertaken at the expense of the lessee. Mr. Jameson stated that since it was not put out for bid, he just wanted to make sure that we are getting the most value. Mr. Reese stated that the terminal was not bid since Aviators Plus had the first right of refusal. Mr. Jameson noted that the lease said that

Aviators Plus had to occupy the terminal building within thirty days of it being vacated. Mr. Reese clarified that this was not Brent's fault since the City has been working through the terms of the lease contract.

Lynwood Kindt proposed to remove the statement on page 4, Section V in the last paragraph, stating *"If the Lessee does not assist in aircraft parking, restaurant employees will be allowed to do so"*. Brent Nedbalek stated that he had previously asked that it be removed. He stated that he is not comfortable with non-trained personnel parking aircraft. Several Board members agreed that it is not a good or safe idea to have non-trained or non-qualified persons around the aircraft. Staff stated that it would be removed.

Mr. Jameson stated that there are a couple conflicts in the terminal building lease and the revised FBO agreement, such as:

- Section V, paragraph 3 of the terminal lease agreement conflicts with the proposed service fees in the FBO agreement. It states that no additional fees or the requirement to buy fuel shall be imposed on those flying in to dine at the restaurant. Michele Bright asked if it is different for someone who is flying into the Airport to eat or for someone who flies in and requests service and decides to eat while they wait. Ms. Doland stated that purchases at the restaurant do not result in waiving of applicable service fees.
- Section IV, paragraph 2 of the terminal lease states that the City will take care of maintenance of the exterior of the building but the FBO agreement states that the FBO will maintain the exterior of the building. Ms. Doland stated that the terminal building lease will prevail over the FBO agreement; therefore, the City of Brenham will maintain the exterior (except signage) and the FBO will maintain the interior.

A motion was made by Lynwood Kindt and seconded by Josiah Jameson to recommend approval to City Council of the terminal building lease as revised, and to include the following performance measures that were requested by the Facilities Subcommittee:

- Building permit application for renovations to the restaurant received within three (3) months of contract execution.
- Building permit issued for renovations to the restaurant within give (5) months of contract execution.
- Performance Evaluation at the 1-year anniversary date of the restaurant grand opening with Aviators Plus, LLC and sublessor (if applicable) to be held by the Facilities Subcommittee of Council and Airport Advisory Board Chair.

The motion carried unanimously.

7. Discussion and Possible Action on a Revised FBO Agreement with Aviators Plus, LLC.

Stephanie Doland stated that an FBO agreement was executed with Aviators Plus on October 1, 2019. There are various items that Southern Flyer, in their capacity as the main FBO for the Airport, was responsible for. Since Southern Flyer is no longer operating as an FBO and Aviators Plus, LLC is now acting in that capacity, there is a need for a revised FBO contract with Aviators Plus to reflect the revised requirements and expectations. There is also wording for items in the original agreement that have been completed or needed revision such as:

- Verbiage regarding Aviators Plus entering into a separate agreement for construction of a fuel farm. (Sections 2 and 8(T)).
- The wording has been updated to reference the Revised Airport Minimum Standards that were adopted after the original contract was executed.

- The original contract was for 10-years ending in 2029 with a 5-year renewal term available. The revised initial term would terminate in 2031, rather than 2029. (Section1)
- Aviators Plus will be allowed to charge service fees. (Section 4(C)).
- The revised agreement gives added flexibility to Aviators Plus regarding operating hours around holidays and heavy or slow air traffic seasons. (Section 8(B)).
- The revised agreement further defines the responsibilities of the FBO.

Page 3, section 4, paragraph C is where the service fees are listed:

- Light Turbine Aircraft (12,000 pounds or greater) - \$50.00 service fee or waived with a minimum fuel purchase of 100 gallons.
- Mid-size Cabin Turbine Aircraft (12,500 – 30,000 pounds) - \$85.00 service fee or waived with a minimum fuel purchase of 150 gallons.
- Large Cabin Turbine Aircraft (over 30,000 pounds) - \$150.00 or waived with a minimum fuel purchase of 250 gallons.

Ms. Doland stated that these fees are set by the agreement and would not change. She further stated that the Airport Advisory Board requested a breakdown of the various fees/services; therefore, language was added to the agreement that prior to the first tie-down or service fee, a separate standard operating procedure (SOP) document detailing the services offered for the charge shall be provided to the City of Brenham. It clarifies that a service must be rendered for a service fee to be charged.

Mark Whitehead stated that on the document under Light Turbine Aircraft, it shows the less than (<) symbol rather than the greater than (>) symbol. Ms. Doland noted that it would be corrected.

Ms. Doland stated that City Council is requesting a recommendation from the Airport Advisory Board regarding the proposed revisions as well as any comments or suggested revisions. The agreement is scheduled to be considered by City Council at their March 25th meeting.

Lynwood Kindt voiced concerns about the tie down fees stating that it is a public ramp and people should not be charged for using the tie downs. He further stated that the FAA and AOPA are aggressively working to stop fees in public access areas. Ms. Doland stated that the agreement is written such that there is an opportunity for tie down fees but before any fees could be charged, a separate standard operating procedures (SOP) document detailing the fees would have to be submitted to the City for approval. The tie down fees would go to the FBO since the FBO is required to maintain the ramp area. Mr. Nedbalek noted that the previous FBO had the same ability to charge tie down fees and he suggested that the fees go to the City to help establish a maintenance fund.

A motion was made by Lynwood Kindt and seconded by Josiah Jameson to strike the 1st sentence of paragraph 4 (C) which reads “FBO is granted the right to agree with the users of the Airport to perform transient tie downs or blocking for operators flying into the Brenham Municipal Airport and collect fees for such service”. A discussion was held regarding transient traffic and ones that park on the ramp for weeks. Ms. Doland stated that the language was put in the agreement so that if a plane has been parked on the ramp for an extended period, it could be addressed.

Mr. Kindt withdrew his original motion to strike the transient tie down/blocking language but suggested that language be added to limit tie downs to thirty-days then a charge could be assessed.

A motion was made by Michele Bright and seconded by Ed Owens to recommend approval to City Council of the revised FBO agreement, as revised above. The motion carried unanimously.

8. Discussion on any current issues regarding Airport operations and future Airport needs including, but not limited to, possible improvements or other development at the Brenham Municipal Airport (no action may be taken).

- It was confirmed that the back-up generator and the AWOS was working during the recent winter storm (at least when there was electricity). The back-up generator only powers the terminal building. The AWOS has a battery backup but it has not been working.
- There are some areas of the taxiway and runway that were impacted with the recent ice storm that need to be looked at for possible patch repair. Brent will send an email with the areas impacted.
- Some of the runway edge lights are out and not working.
- Some of the runway pavement markers are missing.
- The RFP for the fuel farm will be finalized and released after the terminal lease and revised FBO contracts have been taken to City Council.

9. Adjourn

With no further business to discuss, a motion was made by Michele Bright and seconded by Lynwood Kindt to adjourn the meeting at 6:43 p.m.

Jon E. Hodde
Airport Advisory Board

Jon Hodde
Chairman

June 29, 2021
Meeting Date

Kim Hodde
Attest

Kim Hodde
Staff Secretary

June 29, 2021
Meeting Date