

**MINUTES**  
**BARTOW AIRPORT AUTHORITY**  
**REGULAR MEETING**  
**NOVEMBER 13, 2017**  
**BARTOW AIRPORT, 5:30 P.M.**

Vice-Chairman Simpson called the meeting to order at 5:34 p.m.

The Bartow Municipal Airport Development Authority held its regular meeting on Monday, November 13, 2017 at Bartow Airport, Bartow, Florida. Airport Board members present were, Chairman Leo E. Longworth (arrived at 5:35), Mr. W.H. "Billy" Simpson, Mr. Warren P. "Pat" Huff (arrived at 5:36), Mr. James F. Clements, and Ms. Trish Pfeiffer, Mr. Sean R. Parker, Airport Attorney, and Ms. Cynthia L. Barrow, Airport Manager. Also present were, Mr. Terry Beacham, Mr. James M. "Mel" Parker, Ms. Michelle Sestile, and Ms. Jennifer Baisden, Bartow Municipal Airport, Mr. Michael Moon, Hanson Professional Services, Mr. John Helms, New Bartow Airport Director upon the Retirement of Ms. Cindy Barrow, January 4, 2018, and Mr. Jeff Roslow, Polk County Democrat.

Vice-Chairman Simpson asked if there were any corrections or additions to the Minutes of October 9, 2017 Regular Meeting; Special Meeting Minutes of October 16, 2017; and Special Meeting Minutes of October 31, 2017. Ms. Pfeiffer moved, Mr. Clements seconded to all three sets of Meeting Minutes once the page count had been brought to Ms. Michelle Sestile's attention by Mr. Simpson and corrected. All members voted yes to approve the Minutes as corrected. The motion carried.

Vice-Chairman Simpson asked if there were any Public Comment on matters not appearing on the Agenda-There were none.

Vice-Chairman Simpson asked if there were any Public Comment on matters appearing on this Agenda, but not scheduled for separate public hearing-There were none.

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Ms. Barrow informed the Board that Containers Unlimited has requested a Landlord's Waiver. They currently lease Building #273 (6290 Foxtrot Avenue) and Mr. Sean Parker reviewed and approved the Landlord's Waiver. Ms. Barrow stated that if the Board felt like proceeding forward with the Landlord's Waiver then the Chairman could sign it tonight. Ms. Pfeiffer asked where they were located on the Airport. Mr. Parker went on to explain that a Landlord's Waiver is used when a Tenant secures money/loan from a financial institution and if they default then the financial institution has the first right of getting any restitution. Mr. Clements moved, Mr. Huff seconded to approve the Landlord's Waiver for Containers Unlimited. All members voted yes, and the motion carried.

At that time Mr. Simpson asked Mr. Helms to join the discussion at the conference table and turned the meeting over to Chairman Longworth.

Ms. Barrow stated to the Board that U.S. Creative Bedding originally leased Building #304 (730 Mooney Street), effective May 1, 2017. Building #305 (740 Mooney Street) is a small building adjacent to #304 and effective August 1, 2017 an Addendum was approved to add Building #305 to the original lease. Subsequently, the Tenant has now decided that they do not have a need for Building #305; therefore, they have requested that the Board terminate the Addendum and release them from the rent obligation of \$200.00 month. Ms. Barrow stated that she recommends the Board release U.S. Creative Bedding from the lease obligation for Building #305, effective November 1, 2017. Ms. Barrow stated that Building #305 was a small building that the tenant was going to renovate for an office, but no longer needs it. Mr. Huff moved, Ms. Pfeiffer seconded to release U.S. Creative Bedding from the lease on Building #305 effective November 1, 2017. All members voted yes, and the motion carried.

Ms. Barrow reminded the Board that every year at this time they usually review the latest Consumer Price Index (C.P.I.) average from one year ago and a decision is made whether rental rates should be increased for the following year. The last C.P.I. average is from September 2017, which indicates an increase of 2.3% from one year ago (September 2016). Ms. Barrow stated that on most existing leases you can raise rental rates up to 2.3%, but not higher.

Also, some leases have built-in rental adjustments and those leases will not be affected, only those industrial park, t-hangar and tie down leases without stipulated increases. Ms. Barrow reminded the Board that they raised rental rates by 1% for 2017. Mr. Huff wants to raise the rates when the Airport can, and he moved to raise the rental rates to the full 2.3% on the leases that are applicable to the rate increase. Mr. Huff asked Ms. Barrow what she thought about it and Ms. Barrow stated that she felt the 2.3% was fair. Ms. Pfeiffer asked locally is the Airport high or low on rental rates and Ms. Barrow stated that we have to charge fair market rate between 8%-12% per year, plus the Tenants pay for insurance and taxes. Ms. Pfeiffer stated that the C.P.I. last year was 1.2% and the Board approved a 1% increase. Mr. Simpson felt that the Airport is not having to turn business away and feels that the 2.3% increase is fair. Mr. Clements asked how many vacancies the Airport still had, and Ms. Barrow stated that we still have vacancies; however, there were pending buildings being looked at before Hurricane Irma hit. Mr. Clements then seconded the motion to raise the rental rates 2.3% for T-Hangar and Tie Down Tenants effective January 1, 2018 and the Industrial Park Tenants will be raised on the anniversary date of their lease. All members voted yes, and the motion carried.

Ms. Barrow stated that this was the first Financial Statement (October) of the new Fiscal Year. Mr. Huff mentioned that at this time of year it always looks bad because of insurance and taxes due, but stated the first part of January the Board will be able to see the financial statement improve.

Airport Attorney-

1) Mr. Sean Parker opened with he currently has two ongoing discussions with Americold by Hwy 17 and Mid-Florida Acquisitions, Mr. Tim Delph. Mr. Parker stated that part of the problem is they are all too busy. He does feel that he has made some headway though. He has spoken about how the new entry road project is a huge benefit to them. Mr. Parker also stated that with Americold the decision maker is who he has been speaking with, but he doesn't want to make the decision without his whole team being involved. Mr. Parker does continue to press the importance of this project. Mr. Parker stated that he has a phone conference with Mr. Straughn the next day which is Mr. Tim Delph's attorney in regard to the matter. Since it looks as if one of Mr. Delph's buildings was damaged so bad by the hurricane that Mr. Delph's lease will be going through a modification.

Ms. Barrow stated that Mr. Terry Beacham has received a note from the F.D.O.T. stating that because of the delay in the starting of the project the Airport may lose some of the funding; or it could be moved to funding something else in an outlying year and the Airport may have to pay 100% of the entry road project and wait for reimbursement in an outer year.

Ms. Pfeiffer stated that she has been tracking this project for four years and is tired of the delay. Ms. Pfeiffer feels that it may come down to having to file for eminent domain. Mr. Simpson stated that he feels that Ms. Barrow and Mr. Parker both have been staying on top of this. Ms. Pfeiffer stated that she would like to hear some good news in two weeks, which probably won't happen. Ms. Barrow stated that Mr. McGee of Americold has said that our road project is not high on their priority list. However, Mr. McGee understands that the road project is important to the Airport. Chairman Longworth asked Mr. Parker if he was waiting on a return phone call and Mr. Parker stated "yes," they have all the information. Mr. Clements asked if there was any mention of compensation? Ms. Barrow stated that she proposed an offer in March 2017 to buy out the land area to the west of the proposed new road, but never got a response. Ms. Barrow stated that right now we've been focused on just getting the land needed for the road construction. Ms. Barrow mentioned Mr. Delph has gotten a rental adjustment for the building that will be torn down (#302) and that quite honestly, she stated that Mr. Tim Delph doesn't care about the road project either. After further discussion, Chairman Longworth asked Mr. Parker if it was reasonable to expect to see some movement by January 1, 2018 and Mr. Parker answered "yes." Ms. Barrow stated that everyone was going to be slowing down through the holidays. Ms. Pfeiffer asked if the Airport Authority Board was meeting in December and Chairman Longworth answered "yes."

2) Mr. Parker stated that after the Board made the decision to offer the Executive Director's position to Mr. John Helms he worked with Mr. Colin Baenziger to help finalize some items. Mr. Parker stated that this was when the Sunshine Law was really frustrating because he wasn't able to just conference call with the Board members to narrate a Contract, but felt that he had gotten close. Mr. Helms agrees with the draft contract. Chairman Longworth asked if there were any comments and Mr. Simpson stated that he had some and that he realized that the Sunshine Law had restricted Mr. Parker, and Mr. Baenziger had never placed an Airport Manager before and was shooting in the dark. Mr. Simpson stated that he agreed with the salary, car allowance, cell phone, etc.

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However, he felt that the job hadn't required a candidate to be a pilot or have an airplane. Mr. Simpson stated that he felt that free hangar space was going overboard and that there is a waiting list for other tenants and it was not fair to bump others in favor of the new Airport Director. Mr. Simpson said he could support one-half of the cost. Mr. Parker stated that the wording was such that it means "as soon as one is available." Mr. Simpson stated that there are 27 on the waiting list. Mr. Helms then stated that it had come up in conversation with Mr. Baenziger and that he is perfectly willing to wait on the list for a hangar and that he currently pays for his hangar at the Marion County Airport. Mr. Helms went on to say that he is wanting a smooth transition into becoming the new Airport Director. Mr. Parker stated that Mr. Baenziger felt it was a reasonable perk and that he had no idea regarding hangar space. Mr. Huff agreed to one-half of the hangar rent. Ms. Pfeiffer stated that she had no problem with Airport providing a hangar at no charge for Mr. Helms, that he was the new Airport Director and needed his plane in a hangar. Ms. Pfeiffer asked, "where would it be" and Mr. Helms stated that he would keep the hangar longer at Marion County or it would be located on the ramp. Mr. Simpson had stated earlier that he felt that paying half of the hangar rent when one was available, he wouldn't have a problem with. Mr. Beacham stated that there is a hangar project in the Master Plan for 2020, but the funds will not be available until around August 2019. Mr. Simpson asked if a T-hangar would work and Mr. Helms answered "yes." Ms. Baisden stated that Mr. Terry White, former Assistant Airport Manager put his plane in an older hangar and always paid full rent. Mr. Helms stated that when he took the Airport Manager's position in Marion County he was put on a waiting list and also paid hangar rent. Mr. Simpson stated that as a tenant it would be very upsetting. Ms. Pfeiffer stated that Mr. Helms isn't just a tenant he's the new Director. Mr. Simpson asked Ms. Pfeiffer if she just wanted to slap the tenants in the face? Ms. Pfeiffer stated "no" but felt strongly that the Executive Director should have a hangar and that they were just tenants. Mr. Simpson and Ms. Barrow both stated that "those tenants" pay our salaries. Mr. Helms stated that he would like a hangar and pay hangar rent and he's fine being on a waiting list. Mr. Clements proposed that Mr. Helms pay one half the hangar rent for the first year of his employment and then a 10% reduction every year he's employed here, and his name would be placed on the waiting list. Mr. Clements stated that he sees where Ms. Pfeiffer is coming from, but had to agree with Mr. Simpson on the hangar.

Mr. Clements moved that when a hangar becomes available, the hangar rent be one half the amount for the first year, 10% reduction each year that John is employed, up to 10 years and then free of charge after 10 years of employment. Mr. Simpson seconded to revise paragraph 4B of the contract to Mr. Clement's motion. Ms. Barrow asked if the hangar rate will go up with CPI increases and Mr. Simpson answered "yes" so if the C.P.I. increased 2%, then the reduction will be 8%.

Chairman Longworth stated that he appreciates Mr. Helms' humility to the happiness of our tenants over himself. Mr. Simpson moved to adopt the Agreement as amended. Mr. Clements seconded. All members voted yes, and the motion carried.

Mr. Helms stated that it was an unusual situation as aviation management usually don't have employment contracts. Chairman Longworth asked if a cell phone would be provided at no cost to Mr. Helms. Ms. Barrow stated that a cell phone was a "given" because it is very important in the day-to-day operations of the airport. She said the Airport pays for the phone she carries.

Ms. Pfeiffer then asked if it was common policy to not cover the entire family on the insurance premium paid by the Airport and everyone stated the family is normally not paid for. Mr. Helms' premium will be paid by the Airport, and he can put his family on the plan, but he will be required to pay the out-of-pocket difference.

Chairman Longworth thanked and congratulated Mr. Helms on being selected and accepting the position as the new Bartow Municipal Airport Executive Director.

Under Old Business-Ms. Barrow stated that the Airport needed help in getting internet service for our tenants. Three tenants have asked for internet, but no one from the City has responded. She asked if the City is going to provide it or not to the Airport Tenants. Ms. Barrow stated that the three tenants would prefer to have it through the City of Bartow. Ms. Pfeiffer stated that she would check into that this week.

New Business-Chairman Longworth stated that he would like another reception like the Airport threw for the candidates, to celebrate Mr. Helms beginning his employment with Airport and Ms. Barrow retiring from the Airport to show appreciation for all her years of service.

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Ms. Pfeiffer also stated that she was ok if Cindy felt she needed to move her retirement date back so that everything could get done and get Mr. Helms used to the operation of the Airport.

Ms. Barrow stated that there is a lot to get done between now and January 4<sup>th</sup>. Mr. Helms stated that he would rather it be up to Ms. Barrow whether she stays longer or not and that she will have 100% of his attention when he gets here December 18<sup>th</sup>. Ms. Barrow also stated that she had already begun saying her goodbyes over the last few months, so a reception was not necessary for her. She said people are too busy in December with Christmas and with family, to have a reception.

Mr. Simpson stated that he would like to have something in December for Ms. Barrow and then a separate reception in January for Mr. Helms with the Airport employees, tenants, public figures, consultants, etc. Chairman Longworth asked Ms. Pfeiffer to please work with Ms. Barrow regarding having a reception and open house together with Mr. Helms, or separately.

Mr. Huff stated that Ms. Barrow didn't need to still be employed with the Airport to have a retirement party. Ms. Barrow stated that she has been and will be so busy that she has cancelled Thanksgiving with her family to work during the holiday weekend.

Ms. Pfeiffer pointed and asked about an area on the Airport that has trucks everywhere and Ms. Barrow stated that was a month-to-month lease for Sabal Transport. Ms. Pfeiffer stated that it was a shame when a County Commissioner comments on the state of the Airport as being frumpy.

Ms. Pfeiffer then asked about the area that has the containers on it. Ms. Barrow stated that tenant is Mobile Mini. Ms. Pfeiffer stated that it was terrible looking and wished it was not located at the Airport. Ms. Barrow stated that they are not located in a highly visible area and their lease was actually up for renewal next month. Ms. Pfeiffer stated that her wish was to not renew the lease. Ms. Barrow stated that if the lease was not renewed, the Airport would be losing about \$3,700.00 a month in revenue. Ms. Barrow also stated that if the containers are moved out what is left on the land area is an abandoned sewage treatment plant buried under a mound of concrete and rebar and dirt.

Ms. Barrow stated that Mobile Mini plans to start rotating some of the older containers off the Airport, and also making repairs on some of the containers. She said this lease is easy money with little to no work having to be done by the maintenance department and that they always paid on time. Mr. Clements stated that this was an industrial park not a swing set park. Ms. Barrow asked whether or not to negotiate a new lease with Mobile Mini and Mr. Clements answered "yes."

**Resolutions:**

Lease with Sabal Transport, Inc., Buildings #151, #152, #153 (7115, 7085, 7095 Kilo Avenue) and 3.8 Acres of Land for a Primary Term of One (1) Year at \$3,365.00 Per Month. Resolution No. 1146 (Lease Renewal).

Mr. Clements moved, Mr. Simpson seconded to Adopt Resolution No. 1146. All members voted yes, and the motion carried.

There being no further business to come before the Airport Authority, the meeting was adjourned at 6:54 p.m.

**BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
CHAIRPERSON

ATTEST: \_\_\_\_\_  
SECRETARY