



Meeting Minutes

City of Gainesville
Airport Advisory Board Meeting
City Hall Council Chambers
Monday, May 9, 2005 3:00 PM

Members Present: Carroll Johnson, Mike McKenzie, Ginger Herrmann, Nancy Brannon, Richard Lira, Earl Clement, Earl Russell

Members Absent: None

Staff Present: Matt Quick, Leslie Greer

Visitors Present: Brad Barrett and Legal Counsel Carol Wolfram, City Attorney Bill Harris, Councilman Jim King, Steve Jenkins, Joe Bright, Henry Weinzapfel, Wayne Moster, Leonard Hoffman, Bill and Sue Morrow

The **first item of business** was calling the meeting to order at 3:03 pm, by Nancy Brannon.

The **second item of business** was discussion and action on meeting minutes from March 21, 2005. A motion was made to approve the minutes by Earl Russell, with a second made by Ginger Herrmann. Ayes: Johnson, McKenzie, Lira, Herrmann, Clement, Russell. Nays: None. Absent: None.

The **third item of business** was citizen/tenant comments. Nancy Brannon asked Board members if anyone minded moving ahead to the fourth item of business. There were no objections. The Board proceeded to Item number four (4), presentation by Mr. Brad Barrett of Barrett Aircraft Maintenance, Inc. and Legal Counsel.

The **fourth item of business** was Presentation by Mr. Brad Barrett of Barrett Aircraft Maintenance, Inc. and Legal Counsel. Nancy Brannon requested Mr. Barrett and his attorney keep their presentation as brief as possible. Mr. Barrett thanked the Board for allowing him to speak and complimented the Board and Airport Manager on the progress made at the Airport and continued with stating his reasons for wanting to return to the Gainesville Municipal

Airport to conduct aircraft maintenance. Mr. Barrett explained how following a vehicle accident in January 2005, he and his wife began to look at their lives differently, decided where they wanted to continue their business, and decided they needed to make a change regarding their business plans. He expressed to the Board his concerns of working so far from his home in Muenster, spending time away from his family and their activities while operating in Denton, TX, and his wishes to return to the Gainesville Airport where he has customers on the field who utilize his business for their aircraft maintenance, and how he desires the slower paced, small town environment. Mr. Barrett feels the need to change his business plans as he is currently operating a mobile aircraft service and works on his customers aircraft in their leased t-hangars. Mr. Barrett stated he currently has twelve (12) to fifteen (15) customers at Gainesville, and would like to relocate and work from a hangar he currently leases from Leonard Hoffman, on the South East side of the Airport. Mr. Barrett apologized to the Board for undesirable past instances between him and the Airport Manager, Board members and the City Manager, and asked permission to operate a commercial business at the Gainesville Municipal Airport. Mr. Barrett thanked the Board and asked for their approval to allow him to operate his business at the Airport.

The **fifth item of business** was Discussion and Action on Proposed Commercial Aviation Activity Conducted by Mr. Brad Barrett of Barrett Aircraft Maintenance Inc. at the Gainesville Municipal Airport. Mike McKenzie asked Mr. Barrett if the reason he left his Denton location was strictly for downsizing his operation and if his landlord in Denton, Nelson Ezell, would give him a good recommendation, to which Mr. Barrett replied yes, absolutely. Mr. Barrett stated he had no problems while operating at Denton, there were no hard feelings and no issues, whatsoever, and he would receive a good recommendation from Mr. Ezell. Mr. McKenzie asked Mr. Barrett if he had a list of his customer base, a copy of his current lease with Hoffman and a recommendation from his past landlord. Mr. Barrett stated he had these documents and could get them but he did not have them with him. Mr. McKenzie questioned Mr. Barrett regarding the terms of his Hoffman t-hangar lease, asking if his intentions were to utilize the hangar as needed on an occasional basis, for storage. Mr. McKenzie asked if Mr. Barrett's called for anything other than storage. Mr. Barrett stated he could put an airplane in the hangar but it did not say anything about commercial use. Mr. McKenzie asked if it said anything about storage only, that his understanding was the lease stated it could be used for storage only. Mr. Barrett stated the lease did not say anything about storage only. Mr. McKenzie then asked Mr. Barrett if he felt free then, to do whatever he wanted. Mr. Barrett said he assumed he was, but that he had received a letter from the Airport Manager stating he could not perform any commercial maintenance operations from the Hoffman t-hangar. Mr. Barrett stated his lease was a standard lease for those hangars and his did not state any differences, and does not state anything about storage only. Mr. McKenzie asked Mr. Barrett again if he was going on record as saying he left Denton on his own free will and there were no hard feelings between him and his former landlord, and Mr. Barrett replied yes he left on his own free will and as far as he knew there were no hard feelings. Mr. McKenzie asked if Mr. Barrett's landlord, Nelson Ezell, would come and speak on his behalf and Mr. Barrett's reply was, ask him and see. Nancy Brannon asked Board members if there were any more questions for Mr. Barrett. Mr. Johnson stated he had questions, and began by expressing the Airport policy as being fairly simple and as follows: Airport Manager, Airport Board and City Council, and asked Mr. Barrett why he felt it necessary to come to the Board with legal counsel, galleries and any number of threats of lawsuits when the Board has never really turned him down for anything. He asked Mr. Barrett if he had a premonition that the Board would be hard to get along with or might not be

willing to go along with him on this matter. Mr. Barrett said he did not have a premonition, however, he did say he had a statement from the Airport Manager informing him there were still a lot of hard feelings with the Airport Board for things that happened in the past. Mr. Johnson asked if Mr. Barrett believed that to be the case. Mr. Barrett stated he hoped to think no. Mr. Johnson asked if Mr. Barrett felt that as a Board they were arbitrary, capricious or discriminatory, or would he say they normally look at the issues or issues basis, or facts. Mr. Barrett replied he felt they looked at the issues. Mr. Johnson asked Mr. Barrett how far he wanted to discuss the matter, and Mr. Barrett said as far as they thought they needed. Mr. Johnson continued with his opinion that everyone in the room would have been better served, not to have been there re-hashing four (4) years of a not very good relationship, which was only his opinion and possibly not the opinion of the other Board members. Mr. Barrett said he did not know what was meant by a four (4) year relationship, he had been at Gainesville more than four (4) years. Mr. Johnson asked Mr. Barrett to confine the timeline to the years nineteen ninety eight (1998) to about two thousand two (2002), and expressed that he had five (5) or six (6) pages of extensive notes that he had gathered from Board meeting minutes covering that time period. Mr. Johnson stated he did not personally harbor any hard feelings or animosity toward Mr. Barrett. Mr. Johnson explained he could bring things out into the open and hash it out to find out where things stand, or let the Board vote their conscience and go. Mr. Johnson asked Mr. Barrett how far he wanted to carry the discussion, stating Mr. Barrett knew what was going to happen, and asked again if he wanted to continue to talk about it or just let the Board vote. Mr. Barrett told Mr. Johnson to strike out his notes and asked how much time the Board had. Mr. Johnson told him they had all night. At this time, Mr. Barrett's attorney, Carol Wolfram, asked to speak. Ms. Wolfram introduced herself and asked to go on record stating, never in her life did she think she would bring out so much concern about coming in to represent someone, and apologized to the Board for that, and that the intent of her being retained was to help as a facilitator; once Mr. Barrett received notice from the Airport Manager, their intent was to make sure that on behalf of their aircraft maintenance, all of the T's were crossed and I's dotted, and that they were not violating rules and regulations of the Airport or City Council, and that they followed the proper procedures of the Gainesville Municipal Airport. Ms. Wolfram stated Mr. Barrett had concerns of not being able to handle things correctly himself, and requested Ms. Wolfram be brought on board to help with this facilitation. Ms. Wolfram explained that "bridge building" was the intent, and the thought behind her being retained by the Barretts, and that she had heard rumors but was unsure whether they were substantiated at this time, and from Barrett Aircraft's standpoint they would like to move the process along, however that would help, and she believes Barrett Aircraft has potential, a large actual customer base and things that would be helpful as well as beneficial to the Gainesville Municipal Airport. Ms. Wolfram spoke of Barrett Aircraft's loyal customers and people that have been happy with him and think he does a good job, and the people that want to do business with him; some are willing to bring their aircraft here, to Gainesville, in order to stay with Barrett Aircraft Maintenance. Ms. Wolfram felt hashing through things may be necessary in order to reach a positive common ground between Barrett Aircraft Maintenance and Gainesville Municipal Airport, so some consensus could be reached where it is a positive relationship moving forward. It is Ms. Wolfram's opinion this relationship would benefit the community, Airport, the City of Gainesville and also benefit Barrett Aircraft Maintenance, by allowing them to stay in business. Ms. Wolfram stated this as being the intent of meeting with the Board and felt if airing grievances and concerns was what was needed towards reaching a positive end, her thought would be that it would be beneficial to go ahead and do that, with the thought being, if at the end of the discussion there is some hope or basis for moving forward in a positive

way and that that is certainly their goal, and why they are here, to try and reach that goal. Mr. McKenzie explained to Ms. Wolfram the Board also thought there was potential for Barrett Aircraft along about nineteen ninety eight (1998), possibly before, and that was their reason for allowing him to operate in Gainesville. Mr. McKenzie continued with his explanation of the Airport having a hangar built for Mr. Barrett, attempting to rectify some problems with the hangar, and failing to do so to Mr. Barretts' satisfaction. Mr. McKenzie stated, to his knowledge, Mr. Barrett never agreed to enter into a lease. Still unsatisfied, Mr. Barrett then moved his operation to the City's large multi use hangar, after the present tenant at the time was asked, as a favor, to relinquish the hangar. After the City spent tens of thousands of dollars modifying the hangar, Mr. Barrett was still not happy. Mr. McKenzie stated the Barretts were never happy, there were always problems where they were concerned, and only after a lengthy period of time, allegations and threats toward other tenants and people on the Airport, the Board and the Airport Director decided it would be best to terminate the relationship between Barrett Aircraft Maintenance and the Gainesville Municipal Airport. Mr. McKenzie concluded stating, had Brad Barrett signed a lease, been cooperative, been a good citizen, a good tenant, a good business owner, Brad would still be operating in Gainesville. Ms. Wolfram thanked Mr. McKenzie for being honest and urged the Board to consider that there has been a hiatus and still thinks there is a possibility of moving forward together. Even if on a provisional basis, with safety features built in to form some sort of comfort zone. Mr. McKenzie stated Mr. Barrett had a four (4) year comfort basis and would not sign a lease. Mr. Barrett interrupted, stating there had been three (3) different Airport Directors and he had never been given a lease; in unison, Mr. McKenzie and Mr. Johnson both stated that was incorrect. Nancy Brannon called the meeting back to order. Mr. Barrett stated he had never been given a lease to sign; he had given a lease to an attorney and it was returned to him but, it was nothing he could sign and he never saw it again. Mr. McKenzie said he was going to cut to the chase of the issue stating why he did not think Mr. Barrett was a good fit for the Airport any longer; Mr. McKenzie said he told Brad when it happened that it was the threats that he made. Mr. Barrett denied making any threats. Mr. McKenzie disagreed and said there were threats made on the Airport and later that same day in the City Managers office. Ms. Wolfram asked for an explanation regarding these threats and Mr. McKenzie informed her they were a matter of public record. Mr. Johnson and the Airport Director were recipients of Mr. Barretts' threats; Mr. Johnson provided a detailed description of the events of July 31, 2002, stating that at 10:05 a.m., Mr. Barrett entered his office in an angered state because his former hangar, #304, had come available for lease; a written request was sent out for rental of the hangar. Mr. Barrett did not submit a request to lease the hangar and the lease went to another tenant on the field. Mr. Barrett came to Mr. Johnson's office and said, "you fuckers have done it this time". Mr. Johnson then told him the conversation was over unless he cleaned up his language; more conversation passed and he showed his great displeasure that this other person got the hangar. Mr. Johnson said "Brad, you didn't even submit a proposal and Mr. Barrett said, "well you knew I wanted it". He then asked Mr. Johnson, "what are you going to do when there is bloodshed on the ramp?" "There's going to be blood on the ramp over this", and he left the office. Some hours later he repeated himself to the City Manager. Mr. Johnson referred to penal code 22:07 that constitutes a terroristic threat. Mr. Johnson said he was not worried personally, but he was worried for other tenants. Mr. Johnson stated Mr. Barrett did make threats and engaged in some very bad behavior, and agreed that Mr. McKenzie had pretty much cut to the chase; if the Board needed to exhibit the issues, the Airport Director had a very substantial conflicting report from Mr. Barretts' former landlord. Mr. Johnson also stated he had notes exhibiting, not exact, but similar instances involving Mr. Barrett; the veracity, the honesty and the straightforwardness that is needed to deal with

people just does not appear to be here; distortion, personal verbal attacks against Board members, against City personnel, against Airport people existed, it was there; point being, there has been a long history of bad behavior. Mr. Johnson then stated if the Airport Director wanted to refute Mr. Barrett's earlier report that he went on record as saying, he was more than welcome to do that. Mr. Johnson questioned Mr. Barrett's, actions stating he was back at the Airport in the Airport Directors office and again, started throwing obscenities around. Mr. Barrett said he apologized for that, he didn't mean it. Mr. Johnson said his apology was accepted and Mr. McKenzie informed him it was a repeated behavior and that he had treated every Airport Manager in this manner, as well as just about every Board member sitting there. Mr. Barrett asked Mr. McKenzie if he had ever treated him that way. Mr. McKenzie's response to Mr. Barrett was that he had never done it to him directly. Mr. Barrett asked Mr. McKenzie, on record, if he had ever cussed him and Mr. McKenzie answered no. Mr. Johnson added, when the whole situation terminated, not only did they decide they would not offer the Barrett's a long term contract but, decided to terminate the month to month tenancy which he was under at the time. Mr. Johnson imagined there were hard feelings as far as Brad was concerned and the Barrett's left and went to Denton. It may not have been stated policy but, it was functional policy on the Airport Director's part that no Airport personnel were to give any negative reports or statements regarding Barrett Aircraft or do any thing to harm their business. Mr. Johnson stated, if asked where the Barrett's were, he would say, we couldn't come to terms on property, or they needed a larger facility, but never did anything to harm their business in any way; he assured everyone that the favor was not returned, in the small world of aviation he had heard scathing reports of the way business was conducted at Gainesville, we were basically depicted as crooks, liars, cheats, and thieves. Mr. Johnson informed Mr. Barrett, there are two parts to an apology, one part is to do it, the other is to change behavior and his behavior has not changed. Mr. Johnson expressed his wishes that Mr. Barrett had changed his behavior, thinks he is a good person, and an excellent mechanic with a future in aviation. Mr. Johnson told Mr. Barrett he was the sum total of every decision he had ever made and some of those decisions were not good; the problems that he had leading to his leaving Gainesville were his problems, not the Gainesville Airport. The circumstances surrounding his leaving Denton were not as favorable as he conveyed were his doing; where he is today is his doing. Mr. Johnson concluded stating Barrett Aircraft and the Gainesville Airport are a very bad fit. Nancy Brannon then asked if there was anyone present that would like to speak on Mr. Barrett's' behalf. Visitor Henry Weinzapfel was the first to address the Board. Mr. Weinzapfel is a customer of Brad Barrett's' and stated his reasons for speaking on behalf of Barrett Aircraft. Mr. McKenzie asked Mr. Weinzapfel if Mr. Barrett was a customer at the Muenster bank where he was formerly employed. Mr. Weinzapfel said Mr. Barrett was a customer there but that he was no longer an employee of the bank; he is retired and serves as Chairman of the Board. Joe Bright also spoke on Mr. Barrett's behalf, explaining he had no prejudice for Brad, he has been personally acquainted with Brad for a number of years and that was his reason for choosing Brad to perform maintenance on his aircraft. Mr. Bright thanked the Board for allowing him to operate out of the Gainesville Airport, and explained that his only disappointment with Barrett Aircraft Maintenance was the occasional inability to provide maintenance in a timely manner. Mr. Clement asked Mr. Bright if he would use Barrett for maintenance if he relocated and would he like for Mr. Barrett to be in Gainesville because of convenience. Mr. Bright said Denton was an inconvenience for him and yes he would like for him to be in Gainesville. Steve Jenkins also thought it was convenient for Barrett to be in Gainesville, but admitted he did not have knowledge of Mr. Barrett's' past experiences; Mr. Jenkins also suggested Brad enters an Anger Management Program. Nancy Brannon told Mr. Jenkins they had suggested Mr.

Barrett take an Anger Management Class years ago. Mr. Jenkins stated he would leave the Gainesville Airport if Brad Barrett was not allowed to work on the field. Mr. Russell asked Mr. Jenkins to clarify his earlier statement and he said he would leave for his maintenance only. Wayne Moster also spoke on Brad's behalf, basically in agreement with the other visitors. Leonard Hoffman, Gainesville tenant and owner of the t-hangar Mr. Barrett is currently leasing, stated he has had no problems with Brad Barrett, he has known him for a number of years but that Mr. Barrett does not do maintenance on his aircraft. Mr. McKenzie asked Mr. Hoffman what his understanding was when Mr. Barrett leased the hangar from him and Mr. Hoffman stated he understood Mr. Barrett was going to use the hangar for storage. Mr. McKenzie also asked if the hangars were set up for Mr. Barrett to operate out of them. Mr. Hoffman said there was water close by but no restrooms. Mr. McKenzie asked Mr. Hoffman if he had any plans to perform improvements to the hangar and Mr. Hoffman replied, no. Ms. Carol Wolfram thanked the Board for the opportunity to come and speak to them. Ms. Wolfram stated that in all fairness, Mr. Barrett was in fear of losing his business and that his past instances were not meant as threats; Ms. Wolfram felt that what Mr. Barrett said was not meant as a threat, that his statement regarding bloodshed on the ramp was in reference to losing his business and that she was very sorry if a threatening statement was what was heard. Ms. Wolfram feels there is a great deal of interest regarding Mr. Barrett's business, relayed by the visitors that spoke on his behalf, she believes business provides good things for the airport and community, and would provide a benefit to customers as well as be a financial benefit for City businesses and fuel sales. Ms. Wolfram suggested a provisional authority conduct periodic reviews if there are concerns with Mr. Barrett working on the field proposed. Nancy Brannon asked if there were any questions. Earl Clement made a motion recommending City Council allow Barrett Aircraft Maintenance to operate out of the Hoffman t-hangar for a trial period of nine (9) months. Mr. Johnson asked Mr. Clement what basis would they base a periodic review. Mr. Clement stated he had enough confidence in the Airport Director to make a decision if Mr. Barrett stays at the hangar, tends to business and doesn't hang around the terminal, and doesn't cause any problems. Mr. Johnson asked Mr. Clement to withdraw his motion so they could discuss the matter further. Mr. Clement agreed that if he did not receive a second he would withdraw the motion. Nancy Brannon asked repeatedly for a second. Motion died for lack of a second to the motion. Mr. McKenzie asked if they were open to speak. Nancy Brannon said we're open for a motion. Mike McKenzie made a motion to recommend to City Council that Brad not be granted permission to operate as Barrett Aircraft Maintenance, Inc., be it out of the Hoffman hangar or the back of his truck, at the Gainesville Municipal Airport. A second was made by Carroll Johnson. Ayes: Brannon, McKenzie, Johnson, Herrmann, Lira, Russell. Nays: Clement. Absent: None.

The **sixth item of business** was Discussion and Action on Agriculture Ground Lease with Hartman and Sons, Inc., for Property Regarding Hay Crop Production at the Gainesville Municipal Airport. Tim Hartman has displayed interest in acquiring the hay lease at the Gainesville Airport. The lease would be for five (5) years and states any future airport development can be portioned off, where it will be in favor of any future development on the east side of the Airport, as determined by the Airport Layout Plan. The previous tenant, Adam Arendt, has relinquished his lease. Mr. Johnson asked if there had been any changes made to the present lease. The Airport Director noted that in the past the Airport received a twenty (20%) percent commission from hay sales and that the current lease will be for ten (10%) percent, due to rising fuel costs, and Mr. Hartman has agreed to fertilize the property with the

intent to produce a larger volume of sales. Earl Russell made a motion to recommend in affirmation to forward to City Council for final approval. A second was made by Ginger Herrmann. Ayes: Johnson, Lira, Clement, Russell, Herrmann, McKenzie. Nays: None. Absent: None.

The **seventh item of business** was Discussion and Action on Fuel Agreement with US Flight Academy, Located in Denton, TX. The Airport Director stated that US Flight Academy had nine (9) aircraft that operated out of the Denton, TX Airport. Due to changes at their Airport and problems purchasing fuel, they would like to enter into a fuel agreement with the Gainesville Municipal Airport. They told the Airport Director they would burn approximately sixty (60) or seventy (70) thousand gallons of fuel per year. The Airport Director stated he has since learned they have had substantial difficulty paying for their fuel; being a flight school and realizing the trouble flight schools have had post 9-11, cost of insurance requirements, etc., he would be hesitant to enter into an agreement. The Airport Director recommends we do not enter into a fuel agreement with US Flight Academy; they still continue to purchase fuel at our Airport through our self serve pump. Mr. Clement asked if they wanted to agree and pay for an "x" amount of fuel per year. The Airport Director stated they wanted to lock in a price for fuel so much above Air BP's cost and that they also would like to purchase fuel in bulk for a storage tank they have at their Denton location. Earl Russell made a motion to accept the Airport Directors recommendation to not enter into an agreement with US Flight Academy. Nancy Brannon asked for further discussion. A second was made by Carroll Johnson. Ayes: Russell, Johnson, Herrmann, Clement, McKenzie, Lira. Nays: None. Absent: None.

The **eighth item of business** was Airport Director Reports. Reports were given on March and April, 2005, fuel reports. The Airport Director discussed upcoming events; Tomlinson Avionics and Maintenance will be holding their annual Open House, May 14, 2005, from 9:00 a.m. to 3:00 p.m. The Airport Director also reminded members of the upcoming annual Antique Airplane Association Fly In, June 10, 11, 12, at the Airport.

The **ninth item of business** was Board Member Comments. Earl Russell asked if Air BP was having any problems keeping up with fuel delivery. The Airport Director said there had been no problems that were the fault of Air BP. Mr. Russell asked if we ha received any assistance from them regarding a 2nd fuel dispenser at the fuel island. The Airport Director said it had not been discussed recently.

The **third item of business** was citizen/tenant comments.

Joe Bright approached the Board again inquiring what his options would be if Barrett Aircraft Maintenance, Inc. were not allowed to operate at the Gainesville Municipal Airport, should he not be able to work things out with Tomlinson Aircraft Maintenance. Mr. McKenzie stated not being able to have someone else operate on the Airport was incorrect, he would have options. Mike McKenzie made a motion to adjourn. Earl Russell made a second. Ayes: McKenzie, Russell, Johnson, Lira, Herrmann, Clement. Nays: None. Absent: None.

Meeting was adjourned at 4:04 pm.