

## MINUTES

### Walker Field Airport Authority Regular Board Meeting March 24, 1988

BOARD MEMBERS PRESENT: Chairman Bill Love, Directors Ron Gibbs, Elaine Ingvertsen, Maxine Albers, and Henry Faussone. Also Present: Airport Manager Jeff Wendland, and Acting Deputy Clerk Tess Sullivan.

GUESTS: Joe Bertram of KEXO, Ron Rish of Armstrong Consultants, Ginger Rice of the Daily Sentinel, Shirley Howard of National Rent-A-Car, Bernie Buescher, Ed Berger, and Dick Witsken of West Star Aviation, John Pabst and Cathey Pabst of Thrifty Car Rental, Marilyn Patek and Peg Wallace of Thunder Mountain Ground Service, and Walker Field Airport Authority employees, Jerry Myers and Ted Balbier.

#### Meeting Called to Order

Chairman Bill Love noting that a quorum was present called the Board meeting to order at 8:00 a.m.

#### Approval of Minutes Dated February 18, 1988

There being two typographical corrections to the February 18, 1988 Minutes, Director Gibbs moved that the minutes be adopted as corrected; seconded by Director Ingvertsen. Unanimously carried.

#### OLD BUSINESS

#### Authorize action in response to Thrifty Rent-A-Car refusal to comply with Fees and Charges

Manager Wendland reviewed the background of the matter beginning with the amending of the fees and charges in October of 1987, to require that off-airport rental car providers enter into a written agreement with the Airport Authority, requiring a 10% charge for rental car business generated by persons picked up at airport.

At the February Board meeting staff brought to the Board a draft of the form of agreement to be entered into by off-airport rental car operators, which with some amendments the Board approved. Mr. John Pabst was furnished with a copy and staff has had some discussion with Mr. Pabst concerning the agreement. To date Mr. Pabst has refused to sign the agreement.

Director Gibbs, as Chairman of Contracts Committee reported

briefly on the procedural and substantive aspects of the matter. He related that this item was first on the agenda at the October 15, 1987 Board Meeting when Mr. Pabst was present. It was tabled at that meeting and rescheduled for the October 22, 1987, Meeting. Mr. Pabst was not present at that meeting. At the Special Board Meeting on October 30, 1987, the fees and charges were amended to impose a 10% charge of business generated at airport for off-airport rental car providers. A certified mailing of the amendment was made to Mr. Pabst.

At this point Mr. Pabst was called upon to express his opinions.

He stated he has not signed the agreement because he feels it is unfair, discriminatory and unjust. Off-airport operators are not allowed any of the benefits of being on airport, but are being asked to pay the same amount as those receiving these benefits.

Mr. Pabst compared off-airport rental car provider vans to hotel courtesy vans. He stated if Thrifty were to agree to this proposal they would be out of business very shortly.

Chairman Love called for questions. Director Gibbs asked what gross revenue the airport would generate from Thrifty picking customers up at the airport. Mr. Pabst stated a guess would be \$10,000.

There being no further questions, Chairman Love stated the three options staff had presented: 1) not to take any action on this matter; 2) to amend the fees and charges; and 3) to enforce the ordinance. Director Gibbs discussed the legal implications of enforcing the ordinance and pointed out that there is no difference between a passenger who comes into the airport and rents an on-airport rental car or a passenger who comes into airport and rents an off-airport rental car. The Airport's legal counsel feels that the airport's position is legally enforceable. The appropriate mechanism on his advice is to seek injunction from Thrifty coming on to the airport. It is Mr. Griff's opinion that the issue has been sufficiently litigated and that such a charge is enforceable.

Director Gibbs moved the Board authorize staff to negotiate with Mr. Pabst and his legal counsel to determine whether this previously approved contract can be entered into and that if an agreement can be reached it be effective as of this date and if it appears Mr. Pabst will not sign such a contract then staff will be authorized to advise legal counsel to proceed to acquire an injunction to prevent Thrifty from picking up passengers on the airport. There being no further discussion, the motion was seconded by Director Ingverson and unanimously carried.