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[ 1] ST. AUGUSTINE - ST. JOHNS COUNTY AIRPORT AUTHORITY  
 [ 2] Regular Meeting  
 [ 3] held at 4796 U.S. 1 North  
 [ 4] St. Augustine, Florida  
 [ 5] on Monday, December 18, 2000  
 [ 6] from 4:02 p.m. to 6:17 p.m.  
 [ 7] \*\*\*\*\*  
 [ 8] BOARD MEMBERS PRESENT:  
 [ 9] JAMES CARL DAVIS, SR., Chairman  
 [10] JOSEPH S. TAYLOR  
 [11] CHARLES LASSITER  
 [12] BILL ROSE  
 [13] DENNIS WATTS  
 [14] \*\*\*\*\*  
 [15] BOARD MEMBERS ABSENT:  
 [16] JIM BRYANT, County Commissioner/Airport Liaison  
 [17] \*\*\*\*\*  
 [18] ALSO PRESENT:  
 [19] CINDY BARTIN, Esquire, Rogers, Towers, Bailey,  
 [20] Jones & Gay, P.A., 170 Malaga Street, St. Augustine,  
 [21] FL, 32084, Attorney for Airport Authority.  
 [22] EDWARD WUELLNER, A.A.E., Executive Director.  
 [23] BRYAN COOPER, Assistant Airport Director.  
 [24] \*\*\*\*\*  
 [25] St. Augustine Court Reporters  
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[ 1] P R O C E E D I N G S  
 [ 2] CHAIRMAN DAVIS: Good afternoon, ladies and  
 [ 3] gentlemen. Welcome to the St. Augustine-St.  
 [ 4] Johns County Airport Authority meeting for  
 [ 5] December the 18th, 2000. I'll now call this  
 [ 6] meeting to order.  
 [ 7] APPROVAL OF MEETING MINUTES  
 [ 8] CHAIRMAN DAVIS: The first item of business  
 [ 9] on our meeting agenda is the approval of the  
 [10] minutes. Gentlemen, any comments?  
 [11] (No comments.)  
 [12] CHAIRMAN DAVIS: If not, I will entertain a  
 [13] motion that either we accept or reject the  
 [14] minutes from our November 20th, 2000 meeting.  
 [15] MR. LASSITER: I so-move, Mr. Chairman.  
 [16] CHAIRMAN DAVIS: Thank you, Mr. Lassiter.  
 [17] And a second, please?  
 [18] MR. WATTS: I second.  
 [19] CHAIRMAN DAVIS: Thank you, Mr. Watts. All  
 [20] in favor of approving the minutes from the  
 [21] November 20th meeting, signify by aye.  
 [22] MR. ROSE: Aye.  
 [23] MR. TAYLOR: Aye.  
 [24] MR. LASSITER: Aye.  
 [25] MR. WATTS: Aye.

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[ 1] CHAIRMAN DAVIS: Aye.  
 [ 2] And opposed?  
 [ 3] (No opposition.)  
 [ 4] CHAIRMAN DAVIS: By your vote, you have  
 [ 5] approved the minutes from that meeting.  
 [ 6] ACCEPTANCE OF FINANCIAL REPORTS  
 [ 7] CHAIRMAN DAVIS: Second item of business is  
 [ 8] the acceptance of the financial report.  
 [ 9] Mr. Rose?  
 [10] MR. ROSE: Mr. Chairman, the -- there are no  
 [11] monthly reports in your package this month, but  
 [12] we do have the financial audit for fiscal year  
 [13] 99/2000, and Mr. Monk is here to discuss that  
 [14] with us.  
 [15] CHAIRMAN DAVIS: Thank you, Mr. Rose.  
 [16] Mr. Monk?  
 [17] MR. MONK: Thank you, Mr. Davis. Lady and  
 [18] gentlemen, certainly a pleasure to be back with  
 [19] you to present the results of our audit for the  
 [20] fiscal year ended September 30, 2000.  
 [21] I'll be very brief. I know you haven't had  
 [22] a -- an opportunity to review the report in  
 [23] detail, so I'll just touch on the highlights and  
 [24] go through it and let you know the results of our  
 [25] work, which can be summarized very quickly in

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[ 1] that you have -- this would be considered a very  
[ 2] clean audit report.

[ 3] We found no significant problems of any  
[ 4] kind. We found no significant problems related  
[ 5] to controls or compliance in the work that we  
[ 6] did. And, in fact, the Airport Authority is in  
[ 7] pretty sound financial condition. But having  
[ 8] said that, let me go through and actually touch  
[ 9] on some of the highlights of the report.

[10] On page 1 is our auditor's opinion, which is  
[11] a clean opinion, an unqualified opinion, which is  
[12] the best that you can receive based on the work  
[13] that we performed, and basically says that the  
[14] financial statements are in accordance with  
[15] generally accepted auditing standard -- in  
[16] accordance with generally accepted accounting  
[17] principles as promulgated by the Government  
[18] Accounting Standards Board and that our audit was  
[19] done in accordance with government auditing  
[20] standards as well as generally accepted  
[21] standards, which adds a little bit more to the  
[22] work that we do.

[23] On page 2 and 3, you'll find the balance  
[24] sheet. You'll see that it's very similar to the  
[25] prior year as far as most of the numbers go.

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[ 1] 7, to \$22 million, 3. This is composed primarily  
[ 2] of federal and state grants, exclusively from  
[ 3] that. You had both an FAA grant and you had  
[ 4] various state grants, and the details of that are  
[ 5] included in a schedule later in the financial  
[ 6] statements. But that was a significant increase  
[ 7] in your equity.

[ 8] When you receive grants at the present time,  
[ 9] those monies are directly added to the  
[10] contributed capital. Now, there's going to be a  
[11] change in a couple of years in the accounting for  
[12] that, and I'll point that out, related to the  
[13] income statement that's on your next page, page  
[14] 4.

[15] You'll see that the operating revenue is up  
[16] approximately \$200,000, mostly from other lease  
[17] revenue increases. The expenses are -- have also  
[18] increased approximately \$300,000, just over  
[19] \$300,000, the majority of that coming in the form  
[20] of depreciation, however, depreciation of the  
[21] fixed assets of the airport and which is not a  
[22] cash requirement. Maintenance increased also by  
[23] \$60,000, roughly.

[24] You still had an operating loss, and  
[25] actually the operating loss increased from last

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[ 1] Your current assets are down just slightly,  
[ 2] although your cash position has improved.  
[ 3] Your restricted cash is up considerably,  
[ 4] almost double from last year, going from \$400- to  
[ 5] \$800,000. This is money that's set aside for  
[ 6] refundable state grants that you may have to pay  
[ 7] back, and so you have wisely put money aside in  
[ 8] the eventuality that that is returned to the  
[ 9] state.

[10] The property and equipment, you'll see a  
[11] significant increase going from a gross amount of  
[12] \$41 million to \$45 million in value and a net  
[13] amount after depreciation going from \$31- to \$34  
[14] million. And we'll talk about where that came  
[15] from in just a second.

[16] As far as the liabilities, very similar to  
[17] the prior year. Your current liabilities, \$1.8  
[18] million compared to \$1.7 the year before. Your  
[19] long-term debt is down, going from \$8.5 to \$7.5  
[20] million. So, you reduce that approximately a  
[21] million dollars, a good bit of that actually  
[22] coming from deferred rent revenue that has  
[23] actually been recognized now.

[24] You'll see under the fund equity a change in  
[25] the contributed capital going from \$19 million,

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[ 1] year's \$429,000 to -- or the year before from  
[ 2] \$429- to this past year of \$544,000.  
[ 3] So, while the airport is doing well, your --  
[ 4] the operations are still creating an actual loss,  
[ 5] but that does not include interest and property  
[ 6] taxes, which are considered nonoperating  
[ 7] revenues. Those revenues went from \$1.7 to \$1.9  
[ 8] million, and so you show a net income of \$1.4  
[ 9] million for the current year, which added to  
[10] previous retained earnings, gives you the \$4.5  
[11] million retained earnings, and that's what ties  
[12] back to the balance sheet.

[13] One change that is mentioned later in the  
[14] notes of the financial statements and one I  
[15] mentioned a second ago that will not actually  
[16] occur for another two years for the Airport  
[17] Authority is one where the Government Accounting  
[18] Standards Board is going to require  
[19] contributions, rather than going directly into  
[20] equity on the balance sheet, will actually flow  
[21] through as revenues to the Airport Authority.

[22] There's no change in what you would get or  
[23] the impact in the total assets, but it would be  
[24] recognized as revenue. And so, instead of  
[25] showing, for instance, if that had occurred -- if

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[ 1] that change had been made this year, instead of  
 [ 2] being \$1.4 million net income, it would have  
 [ 3] actually been increased by \$2.6 million, or you'd  
 [ 4] have had a net income of \$4 million.

[ 5] From the perspective of just looking at the  
 [ 6] financial statements, that's a pretty significant  
 [ 7] change. When the federal money comes in, it will  
 [ 8] actually be picked up as a revenue instead of  
 [ 9] just a direct capital contribution. I just  
 [10] wanted to let -- and that's not going to occur  
 [11] for a couple of years. This is -- has a fairly  
 [12] lengthy implementation period, but it is  
 [13] something that will have an impact on your  
 [14] reporting down the road.

[15] Statement of cash flows is on page 5. It  
 [16] shows basically that you had used cash for  
 [17] operations totaling \$144,000, and that your  
 [18] nonoperating activities produced cash so that you  
 [19] actually had an increase in cash of almost  
 [20] \$600,000 for the year.

[21] The notes of the financial statements follow  
 [22] the basic statements. In the second note in the  
 [23] second paragraph is where we talk about the  
 [24] impending change in the accounting principle that  
 [25] I just explained.

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[ 1] basically say that we found no problems in the  
 [ 2] books and records of the Airport Authority, that  
 [ 3] everything was in order, and I think that your  
 [ 4] staff should be congratulated. Things were in  
 [ 5] excellent condition this year, as it was in the  
 [ 6] prior year.

[ 7] And as you know, several years back, there  
 [ 8] were some significant problems going back a  
 [ 9] number of years, and things have really shaped up  
 [10] and they're in just outstanding condition at this  
 [11] time.

[12] The next report on page 13 is a report on  
 [13] compliance and internal control. The two  
 [14] bottom-line elements of this report are the --  
 [15] the results of our test disclose no instances of  
 [16] noncompliance that are required to be reported  
 [17] and that we noted no matters involving the  
 [18] internal control over financial reporting or its  
 [19] operations that we would consider to be  
 [20] significant weaknesses or material weaknesses.

[21] The next report is one on the schedules of  
 [22] expenditures of federal awards that is required  
 [23] to be separately reported on. We are required to  
 [24] do additional auditing procedures whenever you  
 [25] have federal grants in excess of \$300,000, and of

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[ 1] The notes add just additional detail and  
 [ 2] discussion related to various numbers that are  
 [ 3] included in the financial statements. It  
 [ 4] provides information that is relevant to users of  
 [ 5] the financial statements. I will not try to  
 [ 6] review those in detail unless you have items that  
 [ 7] you would like to specifically discuss, but such  
 [ 8] detail as the leasing operations and contract  
 [ 9] amounts that will mature over five -- the next  
 [10] five years are disclosed in detail, for instance.  
 [11] Also, the refundable grants are explained and the  
 [12] amounts that -- the scheduled repayment of those  
 [13] is explained in detail in note 6, as you'll see.

[14] And the last note, note 8, talks about the  
 [15] contributed capital and shows that you had an  
 [16] addition of federal and state grants of \$2.5  
 [17] million, bringing your total contributed capital  
 [18] from federal and state government to the Airport  
 [19] Authority up to \$22.3 million.

[20] The next items basically are results of  
 [21] findings, various matters, things that are -- we  
 [22] are required to include and report on by state  
 [23] law or by the auditor general of the State of  
 [24] Florida.

[25] You will notice that all of these items

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[ 1] course, you did have that this year, which was a  
 [ 2] change from the prior year. And so this report  
 [ 3] just basically says that we performed the  
 [ 4] required auditing procedures and that the  
 [ 5] schedule of financial assistance is properly  
 [ 6] shown. And that indicates that you did receive  
 [ 7] \$1,059,842 of federal funding.

[ 8] On page 16, you'll find a listing of the  
 [ 9] various JPA grants from the state, financial  
 [10] assistance totaling \$1.9 million, and it  
 [11] indicates basically what they were used for.

[12] The next report is one on compliance with  
 [13] the specific federal requirements for their  
 [14] federal grant. They have fairly extensive  
 [15] testing that's required. Again, the bottom line  
 [16] on this one is that, in our opinion, the  
 [17] Authority complied in all material respects with  
 [18] the requirements that are applicable to this  
 [19] particular grant from the FAA. Also, we noted no  
 [20] matters involving the internal control over  
 [21] compliance in its operations related to the  
 [22] federal money. There was -- everything again was  
 [23] nice and clean.

[24] The next report on page 19 -- many of these  
 [25] seem duplicative, but in fact they are required.

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[ 1] Each one of those is separately required.

[ 2] The next report is our report on the  
[ 3] examination of your assertion, management's  
[ 4] assertion about compliance. You're required to  
[ 5] give us an assertion that you complied with all  
[ 6] of the requirements, and then we're required to  
[ 7] test against that, and in fact we agreed with  
[ 8] that assertion, that there were no problems with  
[ 9] compliance.

[10] One of the nicer schedules actually is on  
[11] page 20. It's a summary of all of our findings,  
[12] you might say. This is now required, and any  
[13] time that you have what we refer to as a single  
[14] audit, an audit under OMB circular A133, and this  
[15] summarizes and tells very quickly that we had an  
[16] unqualified opinion on the financial statements;  
[17] there were no reportable conditions on internal  
[18] control; there was no noncompliance identified,  
[19] either with state or federal funding as well.

[20] It explains what grant the Airport received  
[21] and how we determined whether or not it came  
[22] under the requirements of federal grant audit  
[23] requirements. Also, that there were no findings  
[24] reported related to the financial statements or  
[25] federal or state awards, and there were also no

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[ 1] prior year audit findings which would be required  
[ 2] to issue a report following up on what -- how  
[ 3] those were resolved. But since there were none  
[ 4] last year, either, we had nothing to do there,  
[ 5] which was very nice.

[ 6] It's a very quick rundown on the financial  
[ 7] statements, but it is a very clean report, as I  
[ 8] said. Your staff was extremely helpful. We  
[ 9] found the records to be in excellent condition.  
[10] And we're very pleased the way it went.

[11] CHAIRMAN DAVIS: Thank you, Mr. Monk. Is  
[12] there any public comment or question of Mr. Monk  
[13] on our audit for the airport?

[14] (No questions.)

[15] CHAIRMAN DAVIS: If not, gentlemen, any  
[16] comments or questions of Mr. Monk?

[17] (No questions.)

[18] CHAIRMAN DAVIS: If not, I will entertain a  
[19] motion to either accept or reject the audit that  
[20] was given by our accountant.

[21] MR. ROSE: I second the motion.

[22] MR. TAYLOR: You make the motion.

[23] MR. ROSE: Oh, I thought you just made it.

[24] CHAIRMAN DAVIS: No, I can't.

[25] MR. ROSE: You got it.

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[ 1] MR. TAYLOR: I'll second it.

[ 2] CHAIRMAN DAVIS: Thank you, Mr. Taylor. All  
[ 3] in favor of accepting the auditor's report,  
[ 4] signify by aye.

[ 5] MR. LASSITER: Aye.

[ 6] MR. WATTS: Aye.

[ 7] MR. ROSE: Aye.

[ 8] MR. TAYLOR: Aye.

[ 9] CHAIRMAN DAVIS: Aye.

[10] And opposed?

[11] (No opposition.)

[12] CHAIRMAN DAVIS: By your vote, gentlemen,  
[13] you have accepted this report. Mr. Monk, I must  
[14] say this is a very good report. We're glad that  
[15] it turned out the way it did, but your attention  
[16] to detail gives all of us a chance to know  
[17] exactly how this airport is doing and how it has  
[18] done in the last three or four years.

[19] MR. MONK: Well, the changes that we've seen  
[20] since we've been auditing have been very nice,  
[21] and we're certainly pleased. The way that the  
[22] records are now, it makes our job much easier.  
[23] It's always a pleasure to work with your staff.  
[24] Thank you very much.

[25] CHAIRMAN DAVIS: Thank you. And publicly,

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[ 1] I'd like to thank the staff, Pat and Ed and the  
[ 2] staff for this -- for the information that they  
[ 3] supplied to make this report possible.

[ 4] Our next item of business is our reports.

[ 5] Mr. Bryant had a conflicting meeting, so he had  
[ 6] to go, and he informed me that he had no reports.  
[ 7] Mr. Weaver?

[ 8] 4.B. - MR. WEAVER

[ 9] MR. WEAVER: Nothing.

[10] CHAIRMAN DAVIS: Mr. Leslie?

[11] (Not present.)

[12] CHAIRMAN DAVIS: Anyone from Grumman?  
[13] Mr. George? Anyone from the Pilots Association?

[14] (Not present.)

[15] CHAIRMAN DAVIS: Ms. Bartin.

[16] 4.C. - MS. BARTIN

[17] MS. BARTIN: Thank you, Chairman. I have  
[18] two reports that I wanted to make to the board  
[19] today. First of all, I think y'all are aware  
[20] that we are -- have been in the process in the  
[21] last year to codify the Airport's charter, and  
[22] that is because, in 1997, the legislature passed  
[23] an amendment to Chapter 189 requiring special  
[24] districts to take out of special laws their  
[25] charters and put them into -- and codify them so

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[ 1] that they could go into the Florida Statutes.  
 [ 2] It's -- it's very cumbersome to keep track  
 [ 3] of amendments to special laws when they are found  
 [ 4] only in the laws of Florida. So, this is an  
 [ 5] attempt to try to put these all in one place and  
 [ 6] keep -- and keep them up to date.

[ 7] For the last year or so, we've been working  
 [ 8] with the staff closely, and we have certain  
 [ 9] directions they -- the legislature has given us  
 [10] certain directions on how to go about doing this.  
 [11] And we put together -- in your package today, you  
 [12] have the current chart -- airport charter. And  
 [13] what this is and what this reflects is the  
 [14] original charter, which was passed in 1963, was  
 [15] amended several times.

[16] And you can see in the margin, the date  
 [17] of -- it's actually the law of Florida that  
 [18] amended that specific provision. It may have  
 [19] been amended more than once, but that's the most  
 [20] recent amendment. So, this charter is sort of a  
 [21] cut-and-pasted-together version of your current  
 [22] charter.

[23] The second tab is the draft proposed charter  
 [24] that we put together. This purpose of this  
 [25] codification is not to change the charter in

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[ 1] any -- in any drastic way, but to clean up and to  
 [ 2] update it, basically. There's -- obviously,  
 [ 3] since 1963, there have been a lot of things that  
 [ 4] have changed or there's some antiquated language  
 [ 5] in the charter we wanted to clean up at this  
 [ 6] point.

[ 7] The draft charter that you have under tab --  
 [ 8] the second tab, is in draft form, and it is  
 [ 9] intended for your review. And hopefully you've  
 [10] had time to do that.

[11] I have also included in -- in your package  
 [12] the third tab, which is a compare -- comparison.  
 [13] It compares the existing charter with the new  
 [14] language so you can see quickly, through  
 [15] underlining and strike-throughs, the changes.  
 [16] And if you want me to go through that, I will. I  
 [17] think it's pretty apparent. A lot of it is just  
 [18] cleanup.

[19] At one point in time, they changed the name  
 [20] to the St. Augustine-St. Johns County Airport  
 [21] Authority. They changed it in one provision, but  
 [22] they didn't change it throughout the whole -- the  
 [23] whole charter. So, we went back and picked that  
 [24] up and cleaned that up. But if you'd like, I can  
 [25] go through this point by point.

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[ 1] There are some changes to the bonding  
 [ 2] provision. We've eliminated some language that  
 [ 3] is superfluous. You have to meet the general  
 [ 4] laws of Florida. You have to meet the Florida  
 [ 5] Statutes under -- on all respects, so there was  
 [ 6] no point in some of the language that was there.  
 [ 7] It was easier just to put in "in accordance with  
 [ 8] the general laws of Florida."

[ 9] And then finally, which is probably not that  
 [10] important to you is, is a draft bill, and what  
 [11] will happen is the process is such that we  
 [12] have -- we will ask the local -- we've already  
 [13] met with Doug Wiles' office to make sure that the  
 [14] process -- we understand the process and the  
 [15] procedure.

[16] But what will happen is the local delegation  
 [17] will review the draft bill that we will present  
 [18] to them, and this bill incorporates your charter  
 [19] in it. It has a few sections up front that  
 [20] describes the intent and the codification, but  
 [21] section 5 is basically the whole charter, just --  
 [22] just incorporated into the bill.

[23] And what will happen is the local delegation  
 [24] will review that and approve or hopefully approve  
 [25] it, and then it will be filed by probably

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[ 1] Representative Wiles before the first day of  
 [ 2] session, which is, I believe, March 6th this  
 [ 3] year.

[ 4] There are some public hearings and -- which  
 [ 5] is the local delegation meeting. We expect that  
 [ 6] to be at the end of January, and so it's  
 [ 7] progressing through, you know, on a timely  
 [ 8] manner. I mean, there was not much we could do  
 [ 9] prior to the election to get this thing moving.

[10] So, if you have any questions, I'd be happy  
 [11] to answer those, or if you want any more specific  
 [12] details on it.

[13] I want to introduce to you Mr. Peter Dame.  
 [14] He's an attorney with our firm in Jacksonville.  
 [15] He came today in the event that you may have some  
 [16] questions on bonds. I didn't feel comfortable  
 [17] fielding those questions. So, if you have any  
 [18] questions relating to the bonding language, feel  
 [19] free to ask, and we'll get Peter to help us  
 [20] answer them.

[21] CHAIRMAN DAVIS: Thank you, Ms. Martin.

[22] MR. ROSE: Can I ask a question?

[23] CHAIRMAN DAVIS: Mr. Rose.

[24] MR. ROSE: Cindy, today, we -- you would  
 [25] like us to vote to approve this draft or whatever

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[ 1] changes we make in it. That then goes to our  
 [ 2] delegation.  
 [ 3] MS. BARTIN: Correct.  
 [ 4] MR. ROSE: They have the authority to make  
 [ 5] changes if they see fit; is that right?  
 [ 6] MS. BARTIN: They could suggest changes.  
 [ 7] What will happen is, they are the ones that have  
 [ 8] to file the bill.  
 [ 9] MR. ROSE: Right.  
 [10] MS. BARTIN: Someone in the local  
 [11] delegation. I would suspect that if they saw  
 [12] something that they wanted changed, they would  
 [13] suggest it and we would -- you know, I could come  
 [14] back to you.  
 [15] MR. ROSE: It would come back through here.  
 [16] MS. BARTIN: Yeah, I could come back to you.  
 [17] MR. ROSE: But we would know of any changes  
 [18] that are taking place before it goes to the  
 [19] legislature for --  
 [20] MS. BARTIN: Correct. But then it goes  
 [21] through the legislation. Now, these -- these are  
 [22] local special-type bills --  
 [23] MR. ROSE: I understand.  
 [24] MS. BARTIN: -- and they don't -- they don't  
 [25] care -- I mean, they are not that much attention

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[ 1] I ask a question?  
 [ 2] CHAIRMAN DAVIS: Sure. Go ahead.  
 [ 3] MR. LASSITER: I'm sorry. I should have  
 [ 4] spoken up. Cindy, I have a question. In -- in  
 [ 5] this, you brought up the point of the multimodal  
 [ 6] transportation facilities?  
 [ 7] MS. BARTIN: Uh-huh.  
 [ 8] MR. LASSITER: I noticed -- of course, we're  
 [ 9] now in the phase of doing fact-finding. By  
 [10] putting it in our charter, does that allow us to  
 [11] go out and seek and bond where before we couldn't  
 [12] do that? Is that why it was inclusive of that,  
 [13] to bring it into the bonding sphere that would be  
 [14] required to do that?  
 [15] MS. BARTIN: I think because it's something  
 [16] that was never envisioned during the early time  
 [17] of the charter. No one ever envisioned, you  
 [18] know, an intermodal transportation center or  
 [19] complex.  
 [20] I think the reason we put it in there, not  
 [21] so much because you don't have the power to  
 [22] possibly do it now; I would argue that you may  
 [23] still; but just to clarify, to make sure that  
 [24] it's specifically detailed in there so there's no  
 [25] question, if that's what you -- if that's what

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[ 1] as normal general law is.  
 [ 2] MR. ROSE: I understand.  
 [ 3] MS. BARTIN: So, I don't expect any changes  
 [ 4] to happen on the floor or, you know, during the  
 [ 5] process.  
 [ 6] MR. ROSE: So, any changes really would be  
 [ 7] between us and the local delegation.  
 [ 8] MS. BARTIN: Correct.  
 [ 9] MR. ROSE: Okay.  
 [10] MS. BARTIN: And we have -- we have put --  
 [11] given this to Doug Wiles' office in this form,  
 [12] telling them that this has not been approved by  
 [13] you but we just wanted to make sure we were  
 [14] getting the procedure and the format correct so  
 [15] that it didn't get hung up in some --  
 [16] MR. ROSE: Well, I think you've done a nice  
 [17] job laying it out. I -- I feel very comfortable  
 [18] with what I read.  
 [19] CHAIRMAN DAVIS: There was no -- since this  
 [20] is a charter codification and there's a report --  
 [21] it's actually a report to us -- there's nothing  
 [22] on here but public comment, but I have been  
 [23] requested that -- by someone that wanted to make  
 [24] a comment. Mr. Ciriello?  
 [25] MR. LASSITER: Before you get into that, may

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[ 1] you decide, if that's your pleasure, to move  
 [ 2] forward with that.  
 [ 3] MR. LASSITER: Okay.  
 [ 4] MS. BARTIN: You're certainly not bound to  
 [ 5] do it, but you can do it.  
 [ 6] MR. LASSITER: Okay.  
 [ 7] CHAIRMAN DAVIS: Gentlemen, any other  
 [ 8] comment? Mr. Ciriello?  
 [ 9] MR. CIRIELLO: Joe Ciriello. Mr. Lassiter  
 [10] touched on something I was going to ask about.  
 [11] But first of all, Cindy doesn't have the  
 [12] questions, I don't guess, that -- after last  
 [13] meeting, I was talking to Mr. McClure outside  
 [14] about this charter thing, and I wanted to know if  
 [15] there was going to be any public meetings or any  
 [16] input from anybody on some additional language or  
 [17] changes, specifically because right after the  
 [18] election, I got a phone call from a lady that  
 [19] asked me a couple of questions. Really, the  
 [20] things -- the same things was on my mind.  
 [21] She wanted to know when the new elected  
 [22] people took office, and I said in January, around  
 [23] the 2nd, 3rd or whatever. And she wondered why  
 [24] they weren't seated immediately just like the  
 [25] commissioners were, you know, because you'll have

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[ 1] about a two-month period from the election till  
 [ 2] January of -- and I don't mean it disrespectful,  
 [ 3] but you have a lame duck board, and you might  
 [ 4] make a few decisions that the new people coming  
 [ 5] in might not like to live with.  
 [ 6] So, I asked him about that, if that could be  
 [ 7] put into this charter or if it was something  
 [ 8] could be done outside the charter, you know, make  
 [ 9] this kind of decision.  
 [10] And I also asked him, by the same token as  
 [11] the county commissioners, why we couldn't elect a  
 [12] vice-chairman. In case the chairman is sick or  
 [13] misses a meeting or something, the vice-chairman  
 [14] would take over. And I think Mr. McClure said,  
 [15] well, the way it is now, that if the chairman  
 [16] wasn't here, the secretary/treasurer just  
 [17] automatically moves in. But that's a job -- he  
 [18] has a job of his own, and I thought it wouldn't  
 [19] be a bad idea; it would be okay to have a  
 [20] vice-chairman.  
 [21] And I thought maybe he would think this out  
 [22] or ask you guys or something and maybe get this  
 [23] into the charter. And it's not there, and I just  
 [24] wondered why, I mean, why it wasn't even  
 [25] considered. And you can't answer for

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[ 1] going to be a committee of about seven or other  
 [ 2] different entities involved with this thing to  
 [ 3] discuss it, why the Board is putting all the  
 [ 4] money.  
 [ 5] Now, it makes it sound to me with this  
 [ 6] addition to the charter about the modal  
 [ 7] transportation thing, that the board is going to  
 [ 8] go out and get all the money and build it and do  
 [ 9] everything they want and take all the risk and  
 [10] possibly be a blow to the taxpayer if it doesn't  
 [11] work out. And I think that all of these other  
 [12] entities that are going to benefit from it should  
 [13] have some financial input into it so that if  
 [14] something goes south, that it won't all come down  
 [15] on our heads.  
 [16] So, I'm not really happy with the idea of  
 [17] that being specifically put into the charter as  
 [18] though that's something we're responsible for.  
 [19] So, having said what I said, thank you.  
 [20] CHAIRMAN DAVIS: Thank you, Mr. Ciriello.  
 [21] Ms. Bartin?  
 [22] MS. BARTIN: Would you like me to attempt to  
 [23] address those questions?  
 [24] CHAIRMAN DAVIS: Go ahead.  
 [25] MS. BARTIN: First of all, Mr. Ciriello,

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[ 1] Mr. McClure; I understand that. But I didn't  
 [ 2] think they were bad ideas.  
 [ 3] And if you did -- like Mr. Rose said, you  
 [ 4] guys can make any additions or something you want  
 [ 5] and see if you can sneak it through or not. If  
 [ 6] you did have a vice-chairman, I would hope that  
 [ 7] you would put some strong language in there,  
 [ 8] unlike the commissioners down here, that where  
 [ 9] the vice-chairman doesn't automatically move up.  
 [10] That's what I was always thinking. And  
 [11] there's been a couple of commissioners they kind  
 [12] of bypassed that way, that if you did something  
 [13] like that with your -- your charter, that it  
 [14] would be that the vice-chairman moves up  
 [15] automatically, no ifs, ands, or butts, and take  
 [16] the politics out of it.  
 [17] Now, the -- the other question that  
 [18] Mr. Lassiter brought up that when I read your  
 [19] charter information, I don't know if I'm happy or  
 [20] not about this modal transportation thing being  
 [21] in the charter.  
 [22] I'm not against the proposal, but I think  
 [23] last month or the month before I asked why the  
 [24] board is putting all the money, other than what  
 [25] the state gives you, for the study, since there's

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[ 1] there will be public hearings on this  
 [ 2] codification. It will be likely near the end of  
 [ 3] January when the local delegation takes it up.  
 [ 4] And it will be -- you know, notice will be  
 [ 5] published in the newspaper, and you'll have that.  
 [ 6] So, there will be a public hearing on that.  
 [ 7] As far as the election of a vice-chair, I  
 [ 8] don't see anything in here that precludes it. I  
 [ 9] think, you know, whatever the Airport Authority  
 [10] would want to do.  
 [11] And the third thing on the intermodal  
 [12] transportation facility language, I think it  
 [13] doesn't -- it's not intended to define the scope  
 [14] of the Airport Authority's participation. That  
 [15] will be determined by the Airport Authority board  
 [16] itself.  
 [17] MR. CIRIELLO: Thank you.  
 [18] CHAIRMAN DAVIS: Thank you, Ms. Bartin. Any  
 [19] other comment?  
 [20] (No other comment.)  
 [21] CHAIRMAN DAVIS: Gentlemen? If not, I will  
 [22] entertain a motion that we accept the report of  
 [23] Ms. Bartin.  
 [24] MR. WUELLNER: Can we hold on just a second?  
 [25] CHAIRMAN DAVIS: Go on.

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[ 1] MR. ROSE: Mr. Chairman, could I just ask a  
 [ 2] question while they're --  
 [ 3] CHAIRMAN DAVIS: Yes.  
 [ 4] MR. ROSE: Mr. Ciriello mentioned the  
 [ 5] possibility of having a vice-chairman for the  
 [ 6] board to take over in case the chairman couldn't  
 [ 7] serve for one reason. But I didn't understand --  
 [ 8] I didn't quite follow your comment about should  
 [ 9] the vice-chairman automatically move up to the  
 [10] chairman or should --  
 [11] MR. CIRIELLO: On the next year.  
 [12] MR. ROSE: He should move up; that's the way  
 [13] you would see it.  
 [14] MR. CIRIELLO: Yes.  
 [15] MR. ROSE: I would be opposed to that  
 [16] provision, Mr. Chairman. I think the chairman  
 [17] should be elected as chairman.  
 [18] CHAIRMAN DAVIS: Thank you, Mr. Rose.  
 [19] MS. BARTIN: Ed has raised a point and, you  
 [20] know, y'all can suggest changes and make changes  
 [21] if you'd like on this. With respect to when the  
 [22] new -- the new board members are seated, we  
 [23] could -- we've deleted some language in there  
 [24] that states that they're seated at what, the  
 [25] first Tuesday after the first Monday in January?

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[ 1] organizational meeting would occur. Is it at the  
 [ 2] first regular meeting in January --  
 [ 3] CHAIRMAN DAVIS: You're right.  
 [ 4] MR. WUELLNER: -- or is this still at -- I  
 [ 5] just want to make sure that's pretty clear.  
 [ 6] MR. LASSITER: So that was --  
 [ 7] MR. WUELLNER: Right now, it's very clear.  
 [ 8] MR. TAYLOR: Mr. Chairman?  
 [ 9] CHAIRMAN DAVIS: Mr. Taylor.  
 [10] MR. TAYLOR: As a sitting lame duck, I think  
 [11] that what is written is very clear, and I want to  
 [12] tell you that I feel absolutely as much  
 [13] responsibility in these last two meetings as I  
 [14] have for any three and three-quarter years, and I  
 [15] don't believe we need to change it because of  
 [16] that last two months that someone serves that did  
 [17] not rerun. I think what is there is clear, and I  
 [18] recommend you keep it in that manner.  
 [19] CHAIRMAN DAVIS: Thank you, Mr. Taylor. I'm  
 [20] going to have to agree with you, because I'm the  
 [21] other lame duck. I'll have to agree that the  
 [22] language that we have with the organizational  
 [23] meeting being in January seems to work best for  
 [24] us. We can't compare ourselves and go with the  
 [25] same criteria that the County Commission has,

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[ 1] CHAIRMAN DAVIS: Uh-huh.  
 [ 2] MS. BARTIN: Now, the language remains in  
 [ 3] that they serve for four years. So, because  
 [ 4] that's when you were put in, your four-year term  
 [ 5] ends that date and we would still have that time  
 [ 6] frame. If it is the board's pleasure to change  
 [ 7] that, that can be changed. We can amend that  
 [ 8] before we send this to the local delegation.  
 [ 9] CHAIRMAN DAVIS: That's -- that's changing  
 [10] the way it exists now at the second -- to the  
 [11] first Tuesday?  
 [12] MS. BARTIN: Correct.  
 [13] MR. WUELLNER: But, yeah, my concern is  
 [14] we've taken the language out that specifically  
 [15] described when that organizational meeting, more  
 [16] than any other aspect of it. It wasn't so much  
 [17] when it expired as when the meeting had to occur  
 [18] or when -- it's the first Tuesday after the first  
 [19] Monday in January.  
 [20] CHAIRMAN DAVIS: That's the way it was  
 [21] originally written.  
 [22] MR. WUELLNER: And --  
 [23] MS. BARTIN: That's when they're seated.  
 [24] MR. WUELLNER: Yeah, if that's removed, then  
 [25] it's vague, in my opinion, as to when the

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[ 1] because we're separate.  
 [ 2] It has worked, and I'm a full person on if  
 [ 3] the wagon wheel's not broken, don't try to fix  
 [ 4] it. And it has worked all these years, and  
 [ 5] it's -- it's our day, or it's the board's day,  
 [ 6] and it should remain as it is, as far as I'm  
 [ 7] concerned.  
 [ 8] It has always been inferred, as long as I  
 [ 9] can remember on this board, that the  
 [10] secretary/treasurer being -- there only being two  
 [11] officers on this board, that the  
 [12] secretary/treasurer will always step in and --  
 [13] and take over the board when the chairman is not  
 [14] here. That's a known fact. Adding another  
 [15] officer or vice-chairman seems to be a little  
 [16] overkill to me, but it's going to be up to the  
 [17] board.  
 [18] And as far as vice-chairman is concerned, if  
 [19] there is one automatically going in, I have to  
 [20] take issue with that. I think it's up to the  
 [21] board members. They're all adults. They should  
 [22] choose who their chairman is. And they should  
 [23] choose who -- if there be one, a vice-chairman.  
 [24] And they should choose who their  
 [25] secretary/treasurer is.

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[ 1] I don't believe that that's -- I have been  
 [ 2] in different organizations where a person is  
 [ 3] elected as vice-president, and they automatically  
 [ 4] assume that they should be president when that  
 [ 5] president steps down, when they're not.  
 [ 6] When the membership decides that they are  
 [ 7] not to be president, they want someone else, you  
 [ 8] won't believe the turmoil that you'll have in an  
 [ 9] organization. I don't want that up here, even  
 [10] after I'm gone. I would much rather see it like  
 [11] it is. Let each member decide on their own who  
 [12] they want as chair, and let that person move in.  
 [13] Just because Mr. Rose is -- is  
 [14] secretary/treasurer and inferred as vice-chair  
 [15] does not mean that he can -- he's going to be  
 [16] chair the next year. It means that the members  
 [17] of this board will decide who they want as their  
 [18] chairman, no matter how many years that chairman  
 [19] served.  
 [20] Ms. Bartin? Or any other comment,  
 [21] gentlemen?  
 [22] MR. LASSITER: I just have one.  
 [23] CHAIRMAN DAVIS: Mr. Lassiter?  
 [24] MR. LASSITER: As far as the vice-chair,  
 [25] chair, I think that that's a parliamentary

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[ 1] CHAIRMAN DAVIS: Thank you, Mr. Lassiter.  
 [ 2] MR. TAYLOR: Mr. Chairman --  
 [ 3] CHAIRMAN DAVIS: Mr. Taylor?  
 [ 4] MR. TAYLOR: -- are you ready for a motion?  
 [ 5] MR. WUELLNER: Well, I think the only thing  
 [ 6] that I'm not quite comfortable with is just  
 [ 7] because the language disappears in the revision  
 [ 8] completely --  
 [ 9] CHAIRMAN DAVIS: Yes.  
 [10] MR. WUELLNER: -- the old language --  
 [11] CHAIRMAN DAVIS: That needs to be put in.  
 [12] MR. WUELLNER: -- that something needs to  
 [13] just get in there, a sentence about the first  
 [14] Tuesday after the first Monday, again, as a  
 [15] formal reference, because all that -- those dates  
 [16] were established with the original Authority  
 [17] appointments.  
 [18] That language comes out with reference to  
 [19] those names, and without going back to an old  
 [20] charter that has no -- no validity anymore,  
 [21] there's no reestablishment of a -- of the early  
 [22] January date again. And I think just a sentence  
 [23] there may be reestablishing that probably.  
 [24] CHAIRMAN DAVIS: It creates a turmoil.  
 [25] MR. WUELLNER: It just keeps it clear enough

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[ 1] movement, and I think each board can decide -- I  
 [ 2] don't think to codify it would be necessary.  
 [ 3] We're a small board. We're five members.  
 [ 4] But I think that Mr. Ciriello has a point;  
 [ 5] we might want to appoint someone as being if the  
 [ 6] chair's going out of town, someone needs to be  
 [ 7] contacted, that they will be responsible for  
 [ 8] getting here and making sure the meeting is --  
 [ 9] the go and flow of the meeting is met.  
 [10] So, I -- I think we can do that without  
 [11] going into the charter. I happen to agree; I  
 [12] that the board changing every two years -- every  
 [13] four years, the majority is elected; every two  
 [14] year -- every other four-year period, the  
 [15] minority is elected.  
 [16] So, if you set in stone the progression of  
 [17] the people that are managing this board and at  
 [18] the same time the board is -- the flavor of the  
 [19] board is changing, I think you'll run into some  
 [20] more -- although we are -- we are nonpolitical in  
 [21] our seats, you do add something of -- that I  
 [22] would consider to be somewhat divisive on the  
 [23] board. So, I think we'd rather -- in my opinion,  
 [24] I think we'd rather have it every year done that  
 [25] way. That's my comments.

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[ 1] that everybody understands it.  
 [ 2] MR. TAYLOR: Mr. Chairman --  
 [ 3] CHAIRMAN DAVIS: Mr. Taylor?  
 [ 4] MR. TAYLOR: -- are you ready for a motion?  
 [ 5] CHAIRMAN DAVIS: Yes. One second.  
 [ 6] Ms. Bartin, you will see that that language goes  
 [ 7] back?  
 [ 8] MS. BARTIN: If that's what --  
 [ 9] MR. TAYLOR: I was going to put it in the  
 [10] motion.  
 [11] MS. BARTIN: Okay.  
 [12] CHAIRMAN DAVIS: All right. Go ahead,  
 [13] Mr. Taylor.  
 [14] MR. TAYLOR: I'd like to make a motion that  
 [15] we accept the proposal or the draft as presented  
 [16] by the attorneys with the inclusion of the  
 [17] specific organization date as recommended by --  
 [18] in accordance with the previous charter.  
 [19] MS. BARTIN: Okay. Now, when you say  
 [20] "organizational date," i.e., the date that the  
 [21] new elected board members will come in.  
 [22] MR. TAYLOR: The first Tuesday following the  
 [23] 1st.  
 [24] MS. BARTIN: And that -- that, you intend to  
 [25] have set the same as it's read before, that they

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[ 1] will serve for terms to expire on the first  
 [ 2] Tuesday after the first Monday in --  
 [ 3] MR. TAYLOR: Correct.  
 [ 4] MS. BARTIN: -- well, January 1971, but...  
 [ 5] CHAIRMAN DAVIS: That's correct.  
 [ 6] MR. TAYLOR: Each year.  
 [ 7] MS. BARTIN: Each year or following  
 [ 8] election.  
 [ 9] MR. TAYLOR: So, that's my motion.  
 [10] CHAIRMAN DAVIS: Thank you, Mr. Taylor. Do  
 [11] I have a second?  
 [12] MR. WATTS: Yes, I second it.  
 [13] CHAIRMAN DAVIS: Thank you, Mr. Watts.  
 [14] Gentlemen, all in favor of accepted -- accepting  
 [15] the charter draft as written with the inclusions  
 [16] of the amendment to put the language back in,  
 [17] signify by aye.  
 [18] MR. ROSE: Aye.  
 [19] MR. TAYLOR: Aye.  
 [20] MR. LASSITER: Aye.  
 [21] MR. WATTS: Aye.  
 [22] CHAIRMAN DAVIS: Aye.  
 [23] And opposed?  
 [24] (No opposition.)  
 [25] CHAIRMAN DAVIS: By your vote, you have

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[ 1] We've prepared an Answer, which is -- will  
 [ 2] be filed soon, as well as a Motion for Summary  
 [ 3] Judgment, which we are preparing.  
 [ 4] And, basically, George has been handling  
 [ 5] most of this. He did indicate to me that the  
 [ 6] question would come up as to what do we do in  
 [ 7] January. And it's his -- it's our opinion that  
 [ 8] if the Supervisor of Election has certified  
 [ 9] Ms. Bosanko as the successful candidate, then she  
 [10] will be seated on the Authority until -- if and  
 [11] when a decision to the contrary comes from the  
 [12] Circuit Court.  
 [13] A hearing on our motion -- I forgot to  
 [14] mention that there is a hearing scheduled on our  
 [15] Motion for Summary Judgment for February 1st  
 [16] before Judge Traynor. That was the first hearing  
 [17] date that we could get. So, that is the status.  
 [18] And if you have any questions, I'll be happy  
 [19] to try to answer them, or I can get you an answer  
 [20] through George, since he's the one -- the primary  
 [21] person dealing with this case. Any questions?  
 [22] CHAIRMAN DAVIS: Gentlemen, any comment or  
 [23] questions?  
 [24] MR. ROSE: I have a question.  
 [25] CHAIRMAN DAVIS: Mr. Rose?

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[ 1] accepted the draft copy of the codification of  
 [ 2] the charter. Ms. Martin?  
 [ 3] 4.E.2. - STATUS REPORT - CURRENT CHARTER CHALLENGE  
 [ 4] MS. BARTIN: Okay. The second report that I  
 [ 5] wanted to give to you is the status of the  
 [ 6] Bosanko versus State of Florida case. I think  
 [ 7] everyone's aware this is related to a challenge  
 [ 8] of the charter provision that precludes a state  
 [ 9] employee from sitting as a board member. I just  
 [10] wanted to give you sort of a chronology of what  
 [11] has happened.  
 [12] Initially, the Complaint was filed and  
 [13] the -- naming the State of Florida as the only  
 [14] Defendant. The Attorney General's Office for the  
 [15] State of Florida, as Defendant, filed a Motion to  
 [16] Dismiss the case based on the failure to join an  
 [17] indispensable party, that is, the Airport  
 [18] Authority.  
 [19] They -- a motion -- there was a motion to  
 [20] amend the Complaint to join the Airport  
 [21] Authority. They -- there was a stay pending the  
 [22] outcome of the election. And finally we have  
 [23] been served as your representative on December  
 [24] 7th with an Amended Complaint naming the Airport  
 [25] Authority in that Complaint.

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[ 1] MR. ROSE: If the Judge rules in favor of  
 [ 2] Mrs. Bosanko, then the provision in our charter  
 [ 3] which says that members of this board cannot --  
 [ 4] cannot hold -- cannot be an employee of the  
 [ 5] state, county or the city, is that -- is that  
 [ 6] stricken, or is it just the state, or is it just  
 [ 7] this one instance?  
 [ 8] MS. BARTIN: If he holds that the provision  
 [ 9] is invalid because it's unconstitutional, then it  
 [10] would be invalid. It would no longer be a valid  
 [11] provision.  
 [12] MR. ROSE: Of all three categories of  
 [13] employee: State, county, and city.  
 [14] MS. BARTIN: As I understand her Complaint,  
 [15] it's based on the fact that she's a state  
 [16] employee. She's not challenging the other two  
 [17] types of people that are prohibited from sitting  
 [18] on the board.  
 [19] MR. ROSE: But right now our charter  
 [20] stands --  
 [21] MS. BARTIN: Right --  
 [22] MR. ROSE: -- it prohibits state, county,  
 [23] and city employees.  
 [24] MS. BARTIN: And it is retained in the  
 [25] proposed charter as it has read all these years.

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[ 1] MR. ROSE: So, this just is in limbo until  
 [ 2] the Judge --  
 [ 3] MS. BARTIN: If the Judge rules and says  
 [ 4] that the provision is appropriately in the  
 [ 5] charter, then Ms. Bosanko would -- would have to  
 [ 6] vacate the seat and there would be a vacated  
 [ 7] seat, and the Governor would appoint -- per the  
 [ 8] charter, would appoint a replacement for her.  
 [ 9] MR. ROSE: Thank you.  
 [10] CHAIRMAN DAVIS: Mr. Taylor?  
 [11] MR. TAYLOR: I may be on shaky sand here,  
 [12] but we now have a situation where we may be about  
 [13] to seat someone that ran in an election knowing  
 [14] full well that they were not qualified to run in  
 [15] that election. Does that give us any basis --  
 [16] MS. BARTIN: I think that's certainly --  
 [17] MR. TAYLOR: -- of challenge?  
 [18] MS. BARTIN: That's certainly an argument  
 [19] that can be made at the -- in the Motion for  
 [20] Summary Judgment and in any other subsequent  
 [21] pleadings that are filed.  
 [22] MR. TAYLOR: In subsequent pleadings.  
 [23] MS. BARTIN: If --  
 [24] MR. TAYLOR: I'm not here --  
 [25] MS. BARTIN: Let's assume that --

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[ 1] that.  
 [ 2] CHAIRMAN DAVIS: Mr. Lassiter?  
 [ 3] MR. LASSITER: Cindy, I -- I'm going to do a  
 [ 4] "what if" here. Because of the timing of the  
 [ 5] hearing and all, what if Ms. Bosanko is seated,  
 [ 6] the motions or agendas are presented and passed  
 [ 7] and she votes on those, and in fact she's  
 [ 8] disqualified; then the actions we take are  
 [ 9] invalidated?  
 [10] MS. BARTIN: This is -- that's -- I mean,  
 [11] that is an interesting hypothetical, and I don't  
 [12] know whether it would be based on the number --  
 [13] the voting, whether it was a 3-2 vote and she was  
 [14] a swing vote or, you know, whether there was any  
 [15] sort of, you know -- her being there and voting.  
 [16] I really don't know that answer. If you're  
 [17] interested, I certainly can do some research  
 [18] and --  
 [19] MR. LASSITER: Well, I think that for the  
 [20] agenda for January, it would be a little more  
 [21] critical to know those kind of answers before we  
 [22] start voting on some major funded project that  
 [23] may or may not be controverted.  
 [24] MS. BARTIN: That you would have to go back  
 [25] and maybe --

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[ 1] MR. TAYLOR: -- to speak for this board --  
 [ 2] MS. BARTIN: Let's assume --  
 [ 3] MR. TAYLOR: -- but does that mean that we  
 [ 4] would have the opportunity to file or countersuit  
 [ 5] prior to that time, saying we don't feel that  
 [ 6] someone that knew they were unqualified should be  
 [ 7] qualified? Or does that -- is that overtaken  
 [ 8] by -- in his position to certify, when she says  
 [ 9] she's not in charge of qualifying?  
 [10] MS. BARTIN: Okay. I have not been involved  
 [11] in drafting the Answer or the -- and as far as I  
 [12] know, that has not been filed as of yet. The  
 [13] deadline has not come and it has not been filed,  
 [14] but I'll certainly talk to George and determine  
 [15] whether or not there is -- they're looking at  
 [16] some sort of a counterclaim, which would be the  
 [17] appropriate time and place to do that.  
 [18] MR. TAYLOR: Is it true that all billing for  
 [19] this issue is outside of our normal contract with  
 [20] you?  
 [21] MS. BARTIN: I don't know that. I can find  
 [22] out, though, and can call you or --  
 [23] MR. TAYLOR: Ed, can you answer that?  
 [24] MR. WUELLNER: Offhand, I don't know.  
 [25] MR. LASSITER: I have a question off of

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[ 1] MR. LASSITER: Absolutely.  
 [ 2] MS. BARTIN: -- reratify or something like  
 [ 3] that.  
 [ 4] MR. LASSITER: If we're going to extend  
 [ 5] contracts out and approve funding, then we've  
 [ 6] got -- we're really out there in the wind if this  
 [ 7] come backs and they say no, she's disqualified,  
 [ 8] and therefore --  
 [ 9] MS. BARTIN: Okay. Let me take a look at  
 [10] that.  
 [11] MR. LASSITER: Thank you.  
 [12] CHAIRMAN DAVIS: Any other questions,  
 [13] gentlemen?  
 [14] (No questions.)  
 [15] CHAIRMAN DAVIS: Public comment.  
 [16] Mr. Ciriello?  
 [17] MR. CIRIELLO: I would ask Cindy a question  
 [18] related to what Mr. Lassiter was saying about the  
 [19] quorum, so to speak, is what you were saying.  
 [20] If Mrs. Bosanko is seated and the other four  
 [21] members of the board are legal and -- and she  
 [22] votes on something, and then if down the road  
 [23] she's disqualified and her vote shouldn't be  
 [24] counted, you still have four legal members, and  
 [25] you would still have the quorum, would they not,

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[ 1] Cindy?

[ 2] MS. BARTIN: I think that you're correct in  
[ 3] that statement, but remember, until the Judge  
[ 4] invalidates that provision, she's a legal member  
[ 5] or could be construed as a legal member. And it  
[ 6] would -- it may -- you know, I don't know how his  
[ 7] decision, if it goes this way, would be held.

[ 8] I mean -- so we'd have to look at that,  
[ 9] whether all her activities and participation on  
[10] the board up to that point would be nullified or  
[11] whether she was, until the date of his decision,  
[12] a legally seated member of the Authority.

[13] MR. WUELLNER: Probably want to make some  
[14] clarifying --

[15] CHAIRMAN DAVIS: I think where your -- where  
[16] your problem is going to come in is if -- if  
[17] there are two members missing, and we can call a  
[18] meeting with three members.

[19] MR. CIRIELLO: You have a quorum with three.

[20] CHAIRMAN DAVIS: We have a quorum with  
[21] three. If there -- there are two members missing  
[22] and you have three members which includes her,  
[23] correct me if I'm wrong, Cindy, but I think if --  
[24] if that is in that decision that the Judge makes,  
[25] then everything they have done is null.

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[ 1] just gave the example, Mr. Davis, her and two  
[ 2] others, and a few decisions were made that should  
[ 3] have been, but because nobody did -- would have  
[ 4] been -- would have been illegal, because she  
[ 5] shouldn't have been there.

[ 6] And you can't have a quorum with two people.  
[ 7] And there were some decisions that she made and  
[ 8] signed off on that if anything would have brought  
[ 9] to a head, would have been throwed out.

[10] So, whether or not that has -- what you're  
[11] saying, if Mrs. Bosanko and two other members are  
[12] here and a decision is made and they come to find  
[13] out she's not a member of the board or shouldn't  
[14] be, fraudulent so to speak, because she shouldn't  
[15] have ran, you might get things throwed out. But  
[16] if there's more than three here, you know, then I  
[17] wouldn't think it would matter.

[18] CHAIRMAN DAVIS: Well, I think it's going to  
[19] be because whatever the decision is that the  
[20] Judge makes as to when -- is it going to be  
[21] effective the date that she is -- if she is  
[22] removed, is it the date that she is removed? Is  
[23] it the day that she is seated? Do we go back to  
[24] July when she qualified? We don't know.

[25] So, I guess we're going to have to just wait

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[ 1] MS. BARTIN: I don't know that. I mean, I  
[ 2] would have to -- I would feel more comfortable  
[ 3] researching if it would be retroactively applied  
[ 4] to when she took the seat as opposed to when the  
[ 5] decision was made.

[ 6] MR. CIRIELLO: We had a situation a while  
[ 7] back similar to this, except nothing legal was  
[ 8] done when we had a board chairman who moved out  
[ 9] of the county and should have given (sic) up the  
[10] seat -- or given up the seat and didn't, and  
[11] certain people in the press and what all said,  
[12] oh, the person has an address in the county, so  
[13] it's legal, which it wasn't.

[14] Between me and a certain radio station  
[15] investigating the situation with the board of  
[16] elections and everybody else, this thing went all  
[17] the way to the Governor, the Attorney General.  
[18] The Attorney General supposedly sent information  
[19] to our Attorney General down here, Tanner, and  
[20] told him that she should be removed, and he just  
[21] chose to ignore the whole situation, and she sat  
[22] there until her term was up.

[23] So, in -- if something would have been done,  
[24] there were a few occasions when I was here when  
[25] there was only three people on the board like you

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[ 1] and see, and the board is just going to have to  
[ 2] address it after -- after you get all the  
[ 3] information.

[ 4] MR. LASSITER: One more quick question,  
[ 5] Cindy.

[ 6] CHAIRMAN DAVIS: Mr. Lassiter?

[ 7] MR. LASSITER: How can we actually seat her  
[ 8] if it's against our charter to seat her?

[ 9] MS. BARTIN: Because she's been certified as  
[10] the successful candidate by the Supervisor of  
[11] Elections. And I -- at this point, there is  
[12] nothing you can do contrary to --

[13] MR. LASSITER: So, we're in violation of our  
[14] charter and -- to seat her.

[15] MS. BARTIN: That is your position at this  
[16] point.

[17] MR. LASSITER: Okay.

[18] CHAIRMAN DAVIS: Mr. Taylor?

[19] MR. TAYLOR: I know we're trying to be done  
[20] with this --

[21] MS. BARTIN: I know.

[22] MR. TAYLOR: -- but when I spoke with  
[23] Mrs. Halyburton, she said that she is not  
[24] responsible to qualify people. So, apparently  
[25] there is no safety net that works or I -- I'm

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[ 1] like Charlie. You see, that's the nice part  
 [ 2] about being a lame duck.  
 [ 3] MS. BARTIN: Well, I -- and I understand.  
 [ 4] Your point is that it is the person who is  
 [ 5] running's responsibility to determine whether or  
 [ 6] not they are qualified for that position they're  
 [ 7] running for. And I understand that. And that  
 [ 8] is -- you know, that is an argument that will be  
 [ 9] made, that there was a duty and a responsibility  
 [10] to make sure that she qualified, not Penny  
 [11] Halyburton's responsibility to take a look at  
 [12] everybody and make sure that they're the right  
 [13] age or the right whatever, if there is any age  
 [14] limits on any of these other positions, et  
 [15] cetera, so...  
 [16] CHAIRMAN DAVIS: Any other comment,  
 [17] gentlemen?  
 [18] (No comments.)  
 [19] MS. BARTIN: That's it.  
 [20] CHAIRMAN DAVIS: Thank you, Ms. Martin. We  
 [21] move now to our action items. Mr. Wuellner?  
 [22] S.A. - AIR TRAFFIC CONTROL TOWER  
 [23] MR. WUELLNER: Yes. You have the firms of  
 [24] Haskell Engineering and AJT -- sorry, Haskell  
 [25] Construction and AJT engineers to make

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[ 1] Force. And before coming with AJT, he was the  
 [ 2] power chief at Patrick Air Force Base and was  
 [ 3] the -- did design review and also supervised the  
 [ 4] construction of the new tower that's down there  
 [ 5] now. So -- and they completed that, and he came  
 [ 6] on board with us and has been with us about a  
 [ 7] year.  
 [ 8] Also, next to him is Murray (phonetic)  
 [ 9] Schmidt, project architect. He'll be assisting  
 [10] with the presentation. And Byron Evetts,  
 [11] structural engineer.  
 [12] What we had in mind was we would go over --  
 [13] well, we've got -- we've got a couple of things  
 [14] to present to you today. One is two  
 [15] architectural schemes or concepts for you to  
 [16] decide and pick one -- one way or the other that  
 [17] you'd like to go. And also -- and Murray, the  
 [18] architect and, Byron, our structural engineer,  
 [19] will briefly go over what those two concepts are  
 [20] comprised of. And following that, Nandu Shah  
 [21] will address the cost considerations regarding  
 [22] the schemes.  
 [23] So, I have these sketches to pass out to  
 [24] help you with the visual aids that we're putting  
 [25] up on the board, a copy of the same. And --

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[ 1] presentation on the air traffic control tower  
 [ 2] alternatives. Who's handling that?  
 [ 3] CHAIRMAN DAVIS: Excuse me, Mr. Wuellner.  
 [ 4] There is nothing in the packet on this. Are they  
 [ 5] going to give us something on this?  
 [ 6] MR. WUELLNER: Yes, they're going to.  
 [ 7] CHAIRMAN DAVIS: Okay. Go ahead.  
 [ 8] MR. LALLY: Okay. Thank you very much,  
 [ 9] Mr. Chairman. I'm Brian Lally, and I'm with the  
 [10] design portion of the design/build team that you  
 [11] have selected, and the design portion is AJT  
 [12] Engineering.  
 [13] I have with me today a few of the people  
 [14] from our design/build team, Nandu Shah from  
 [15] Haskell, the Haskell Company. And Haskell  
 [16] Company specializes in design/build projects.  
 [17] Nandu is the lead manager on this project as  
 [18] Haskell is the prime contractor of our team.  
 [19] Also with him today is Jason Heuler, who is  
 [20] his construction manager. And then I have three  
 [21] people with me from AJT to address any questions  
 [22] and also take part in this short presentation.  
 [23] Brian Petersen, who is the project manager  
 [24] for the design, Brian -- Brian's background is an  
 [25] air traffic controller with the United States Air

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[ 1] Mr. Rose?  
 [ 2] MR. ROSE: Thank you.  
 [ 3] MR. LALLY: Murray, why don't you go ahead  
 [ 4] first and then followed by Byron. Byron will  
 [ 5] talk about the structural parts.  
 [ 6] MR. SCHMIDT: I'll try and stay from this  
 [ 7] location. My voice isn't the best. We took this  
 [ 8] version here, our scheme, to closely blend in  
 [ 9] with your new control building that you have the  
 [10] rendering up there, tried to pick up the blue --  
 [11] and these things aren't the right color. These  
 [12] little braces here are to be silver like the ones  
 [13] on your new building. And this is to be white.  
 [14] And we have a presentation of your logo  
 [15] right here, but I don't -- the color didn't come  
 [16] out contrasting enough, so that's not the final  
 [17] color. The idea was to show the logo of the  
 [18] airport on the building.  
 [19] And this adjacent building here is the ball,  
 [20] and we picked up the curved roof off of the --  
 [21] the curved roof, the hangar over there. And here  
 [22] again, this portion right here should be white,  
 [23] since we don't have windows, and just the bottom  
 [24] part blue.  
 [25] This is our alternate to that. Here, we

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[ 1]       tried to pick up some of the theme of downtown --  
[ 2]       the old downtown section with the roof here and  
[ 3]       the roof here being some kind of barrel tile,  
[ 4]       either concrete, clay, or metal, whichever is  
[ 5]       appropriate. We would recommend the clay would  
[ 6]       do that.

[ 7]             But we felt that this scheme would start or  
[ 8]       build a new theme for your airport, picking up  
[ 9]       the theme from the new terminal, and this  
[10]       being -- bringing in some of the influence of  
[11]       downtown. And we hope that one or the other  
[12]       finds your approval today.

[13]             Show the next one. Here's some elevations,  
[14]       a little more simplified --

[15]             MR. LALLY: Murray, could you talk a little  
[16]       bit about the materials to bring out the colors  
[17]       and the architectural treatment?

[18]             MR. SCHMIDT: Well, I think on this one, we  
[19]       talked about it quite a bit, it was sandblasted  
[20]       precast concrete panels. But, of course we had  
[21]       to get color to them, so we're going to paint  
[22]       them. And I felt that the paint would be able to  
[23]       match the tower better. So, all the walls are  
[24]       precast concrete panels from the ground up until  
[25]       we get up to the top here.

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[ 1]             The -- of course, this is steel with some  
[ 2]       kind of finish over it. I think on this one,  
[ 3]       it's a metal skin to emulate the flashing on that  
[ 4]       building over there. In this one, we wound up  
[ 5]       with a different representation of the logo. I  
[ 6]       don't know. Let me see. Somebody left the front  
[ 7]       door off of this one.

[ 8]             MR. LALLY: It will have a front door.

[ 9]             MR. SCHMIDT: The main entrance is left off  
[10]       of this one. And I'm looking at it and here's  
[11]       the exit, the stairway.

[12]             MR. LALLY: Can you go on to the next one?

[13]             MR. SCHMIDT: Yeah. This one's got all kind  
[14]       of goodies on it. This one has an entrance with  
[15]       a little cover over it. That didn't get on that  
[16]       one.

[17]             The -- another version of this, which is  
[18]       similar, would be -- this would be -- this  
[19]       architectural board would be a solid color.  
[20]       Other than that, it's -- it's made out of the  
[21]       same materials.

[22]             On this one, we might be able to get this  
[23]       color, I'm not sure, with a color in the material  
[24]       of the precast. But this would probably down  
[25]       here be an applied finish to be insulation

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[ 1]       material, what we normally refer to as Ethis  
[ 2]       (phonetic). But it's applied to the finish and  
[ 3]       then all of these lines would be grooves in the  
[ 4]       material to get a shadow line.

[ 5]             Now, these -- these lines here are part of  
[ 6]       the construction joints of the precast. These  
[ 7]       are -- some of these windows are real; some of  
[ 8]       them are fake. Let's see. Actually, these three  
[ 9]       are real.

[10]             This version, they're all real. But this is  
[11]       an applied imitation balcony. It just creates a  
[12]       shadow. And here we show you have air  
[13]       conditioners and/or knockouts, whichever -- the  
[14]       actual floors that have air conditioners are  
[15]       going to be a knockout when the unfinished floors  
[16]       would be finished.

[17]             MR. LALLY: Okay. Thank you.

[18]             MR. EVETTS: Yeah, structurally, these  
[19]       two -- these two systems are very similar, and  
[20]       just for anybody who's in the cheap seats, I  
[21]       notice I couldn't see it over there, but this is  
[22]       the two schemes we were talking about.

[23]             Structurally, they're very similar. They're  
[24]       designed to the modern building code, which is a  
[25]       spinoff of -- they call it ASCE7, which is the

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[ 1]       new 125-mile-an-hour wind codes. All of the  
[ 2]       floors have the same loading, approximately a  
[ 3]       hundred pounds per square feet.

[ 4]             Starting at the bottom, you would have a  
[ 5]       buried foundation map, approximately two and a  
[ 6]       half feet thick, about 35 feet square. There  
[ 7]       would be about two feet of dirt surcharge on top  
[ 8]       of that. And then your plant precast panels  
[ 9]       would literally be glued to that, using what we  
[10]       call a splice sleeve. So, there would be rebar  
[11]       sticking out of the map, then the new panels are  
[12]       set down over the rebar, and then they're grouted  
[13]       with a high-strength grout. The panels  
[14]       themselves would typically be like a 6,000 PSI  
[15]       concrete, which is a pretty high quality  
[16]       concrete.

[17]             I think for this scheme, we would envision  
[18]       that the panels would be laid so that they were  
[19]       10 feet high, 25 feet across at the base. You  
[20]       would set four of them in, grout them in place,  
[21]       and then drop in your hollow core floor. So, you  
[22]       would basically erect, glue, and just keep doing  
[23]       that every ten feet.

[24]             A good fabricator, I would imagine, once he  
[25]       gets everything on-site, could do the entire

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[ 1] tower, I would think in less than a week, if he  
 [ 2] was really hustling.  
 [ 3] The cab itself is a structural steel  
 [ 4] component with a cast in-place floor. So, once  
 [ 5] they built the tower with the stairs and the  
 [ 6] floors as they went along, they would just set  
 [ 7] the structural steel tower on top.  
 [ 8] There's embeds at the top of the tower, and  
 [ 9] then it's welded together and then you bring in  
 [10] your architectural sheathings and cladding. I  
 [11] get the feeling they would probably put the  
 [12] windows in before they set it in place, but that  
 [13] would be up to the contractor.  
 [14] So, ideally, we would do as much stuff  
 [15] offsite as possible, use precast wherever  
 [16] possible to keep labor costs down. This is North  
 [17] America. That's what -- that's what really  
 [18] drives up the cost of a project. And that really  
 [19] sums it up. Pretty simple structure. Any  
 [20] questions of a structural nature?  
 [21] MR. LASSITER: Is the roof on top of the  
 [22] tower and on the vault, flat roofs?  
 [23] MR. EVETTS: Essentially, yes. It appears  
 [24] flat, but it's really got a quarter inch per foot  
 [25] or something --

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[ 1] The tower, as designed by AJT, and which  
 [ 2] there was an engineering report that was dealt  
 [ 3] out, we believe that we can build this structure  
 [ 4] within the scope, within that report. And it's  
 [ 5] all precast structure that's going to be  
 [ 6] long-lasting, along with the tower cab design is  
 [ 7] also long-lasting. We're building something  
 [ 8] that's going to serve you for a long time.  
 [ 9] The material selection is such that it will  
 [10] meet your requirement as well as the operation of  
 [11] the tower. That's dealt with by AJT working with  
 [12] the airport staff is such that would meet your  
 [13] long-term requirements. It's -- it has built in  
 [14] future expansion in the tower.  
 [15] As far as the cost of the project is  
 [16] concerned, there was an engineering report that  
 [17] was shared with airport staff and your consultant  
 [18] Kaiser, and we are confident that we can build  
 [19] this project within the engineering report budget  
 [20] that was delivered.  
 [21] If there any questions, I will be glad to  
 [22] answer any specific questions on any scope of the  
 [23] work, along with my project manager, Jason  
 [24] Heuler.  
 [25] CHAIRMAN DAVIS: Gentlemen, any comment?

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[ 1] MR. SCHMIDT: Just on the tower. Yeah, the  
 [ 2] vault, that's --  
 [ 3] MR. EVETTS: Sorry. That's right. There's  
 [ 4] also the vault here, which I forgot to talk  
 [ 5] about. The vault would either be CMU or precast  
 [ 6] construction. I believe that the costing is  
 [ 7] favoring a precast construction. And one has the  
 [ 8] bowstring -- the bowstring roof, and the other  
 [ 9] was -- a hip roof? Standard bar joist metal  
 [10] sheathing construction.  
 [11] MR. LASSITER: Okay. It's just very  
 [12] difficult to see.  
 [13] MR. EVETTS: Right. In this picture, yeah,  
 [14] you can't really tell, but it is a hip roof.  
 [15] MR. LALLY: Thanks, Byron.  
 [16] MR. SHAH: My name is Nandu Shah. That's  
 [17] N-a-n-d-u, S-h-a-h. On behalf of Haskell Company  
 [18] and AJT, again, I would like to thank you for  
 [19] selecting this team. We're really excited about  
 [20] this project. We know the airport is doing a lot  
 [21] with the city.  
 [22] I live in Mandarin. If I have the choice,  
 [23] I'd rather come down to take flights from here  
 [24] than going to Jacksonville Airport, and  
 [25] hopefully, one of these days I can do that.

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[ 1] MR. ROSE: Mr. Chairman?  
 [ 2] CHAIRMAN DAVIS: Mr. Rose?  
 [ 3] MR. ROSE: You want -- you want a selection  
 [ 4] today of one of these two options; is that right?  
 [ 5] MR. SHAH: That is a correct statement. Out  
 [ 6] of these two schemes, which scheme that you  
 [ 7] prefer is -- would like to have, with the  
 [ 8] understanding -- or maybe a combination of.  
 [ 9] If you like something in one scheme that you  
 [10] like to have in the other scheme, vice versa, and  
 [11] then it's our task to take that to the next level  
 [12] to develop what we call a guaranteed maximum  
 [13] price, once we develop the detailed documents for  
 [14] pricing and estimating and bidding.  
 [15] CHAIRMAN DAVIS: Anything else, gentlemen?  
 [16] MR. TAYLOR: Somebody jump in.  
 [17] MR. WATTS: Well, Mr. Chairman --  
 [18] MR. SHAH: Well, as Murray Schmidt said, the  
 [19] scheme on the right-hand side, it will blend a  
 [20] little bit with the terminal expansion that  
 [21] you're doing. The color scheme, the metal, the  
 [22] arch trusses on the vault will match with your  
 [23] hangar. So, there is some similarity with the  
 [24] scheme on the right-hand side.  
 [25] However, the left-hand side scheme is the

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[ 1] Mediterranean/Spanish style, a lot of buildings  
[ 2] in old St. Augustine. So, there have to be maybe  
[ 3] pros and cons. That's why we're here to get your  
[ 4] opinion and approval.

[ 5] MR. WATTS: Mr. Chairman?

[ 6] CHAIRMAN DAVIS: Mr. Watts?

[ 7] MR. WATTS: I guess I'm not really  
[ 8] expressing my views here, but I know the last --  
[ 9] one of the meetings we had here not long ago, I  
[10] think we had all agreed that the new terminal  
[11] looked like something in Cleveland or St. Louis,  
[12] I believe it was. And the motif for the -- for  
[13] the Mediterranean or the Spanish style is really,  
[14] that -- that is gorgeous.

[15] And I know -- I guess it came up in one of  
[16] our meetings, and I know we kind of joked about  
[17] it, is throw some stucco on it and put a red tile  
[18] roof on it and it'd give it a Spanish look.

[19] But I -- that, the Spanish style, to me, is  
[20] just -- I mean, especially the height of the  
[21] control tower and being seen from all over St.  
[22] Augustine, I think that would just -- it would  
[23] lend itself to the -- to the environment or the  
[24] general environment of the airport.

[25] But then again, on the other side, I can see

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[ 1] where the one on the right side with the blue  
[ 2] would match the terminal. And so, I guess -- I  
[ 3] don't know; it's just -- it's a tough decision to  
[ 4] make there.

[ 5] CHAIRMAN DAVIS: We had -- we had an  
[ 6] extended meeting about the aesthetics of this  
[ 7] tower, and I think the comment I made was we  
[ 8] didn't want a, for lack of a better word, a red  
[ 9] tower in a blue city or vice versa, one of the  
[10] two, and we wanted to stick with the aesthetics  
[11] that it would be -- it would look like something  
[12] that belonged here.

[13] Any comment -- let me go to public for a  
[14] minute. Any public comment on our tower?

[15] MR. HARVEY: Yes. My name is Mel Harvey,  
[16] 417 Indian Bend Road. Since this thing's going  
[17] to be in almost our front yard for I don't know  
[18] how long, I like the one on the left.

[19] CHAIRMAN DAVIS: Thank you, Mr. Harvey.

[20] MR. WATTS: I agree, Mr. Harvey.

[21] CHAIRMAN DAVIS: Mr. Rose?

[22] MR. ROSE: I'd like to make a motion that  
[23] we -- we authorize our team to go ahead with the  
[24] Spanish architecture that's depicted on the left  
[25] in this photograph.

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[ 1] CHAIRMAN DAVIS: Do I have a second to that  
[ 2] motion?

[ 3] MR. TAYLOR: I'll second.

[ 4] CHAIRMAN DAVIS: Thank you, Mr. Taylor.

[ 5] MR. LASSITER: I have -- I have a little  
[ 6] discussion.

[ 7] CHAIRMAN DAVIS: Discussion? Go,  
[ 8] Mr. Lassiter.

[ 9] MR. LASSITER: I don't want this railroad to  
[10] get -- train to get on down the tracks too fast  
[11] here.

[12] CHAIRMAN DAVIS: Go ahead, Mr. Lassiter.

[13] MR. LASSITER: I think we have a direction  
[14] that we can give you guys; at least in my  
[15] opinion, we do. The separation between the tower  
[16] and the terminal is pretty expansive. The other  
[17] thing is, is that if you're looking from one view  
[18] or the other, the intracoastal view, you never  
[19] see the terminal; you will see this tower.

[20] I think we have a perfect example of the  
[21] blending of the concrete and the terra cotta in  
[22] the old Ponce de Leon Hotel. That was a  
[23] continuous pour concrete structure with terra  
[24] cotta trim, be it brick or true terra cotta.

[25] I think that if you -- if you would spend

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[ 1] just a few minutes looking at that structure, you  
[ 2] would be able to come up with a combination of  
[ 3] the terra cotta and the natural concrete color,  
[ 4] which is very acceptable aesthetically I think  
[ 5] between the grays and the terra-cotta colors.

[ 6] But in my opinion, without the checkerboard  
[ 7] on the bottom, I don't think you'll find that any  
[ 8] place in St. Augustine. I think you can come up  
[ 9] with something that definitely on the left, as  
[10] Mr. Harvey pointed out, would be aesthetically  
[11] much more pleasing than the blue thing over here  
[12] on -- on the right.

[13] CHAIRMAN DAVIS: Mr. Taylor?

[14] MR. TAYLOR: Yes. I'd like to say in the  
[15] same vein, the Quonset hut that you called a bow,  
[16] that's 60 years old. That's all through the  
[17] South Pacific. The pilots will recognize it.  
[18] I'm really not too fond of us trying to be modern  
[19] with a Quonset hut. And I'm glad we have some  
[20] separation.

[21] I really feel much stronger about the one on  
[22] the right. There are a couple of comments I'd  
[23] like -- on the left. There are a couple of  
[24] comments I'd like to make.

[25] You put in our logo, which is correct, but

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[ 1] in most cases, our logo needs to tell someone  
 [ 2] it's an airport. In this case, I'd like to see  
 [ 3] our logo modified so that the emphasis is St.  
 [ 4] Augustine. The guy's going to know it's an  
 [ 5] airport by the time he gets here. So, that's --  
 [ 6] I'd like to authorize shifting our logo around a  
 [ 7] little bit for this particular adaptation.  
 [ 8] The other is you mentioned clay and  
 [ 9] concrete. I really don't believe you can see the  
 [10] difference between clay and concrete at that  
 [11] distance, and I think it would be a substantial  
 [12] difference in cost. That clay tile -- I mean,  
 [13] concrete tile now is very good.  
 [14] The other, I agree with Charlie; I think if  
 [15] you'll go down and look at the new Flagler  
 [16] library along with the Lewis House and the  
 [17] building diagonally across from the library,  
 [18] those two buildings are a hundred years apart,  
 [19] yet they look very close together. And one thing  
 [20] that they did was they used a little bit of brick  
 [21] trim in with the concrete. And you might take a  
 [22] look at that and consider that.  
 [23] The other thing is we have now today I think  
 [24] a tremendous nostalgia for lighthouses, which  
 [25] have been supplanted by GPS, but this comes near

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[ 1] separate.  
 [ 2] MR. WUELLNER: Just -- just for the record,  
 [ 3] that's the more traditional design, since the  
 [ 4] minutes will reflect left and right, but it won't  
 [ 5] make any sense after this point. The others,  
 [ 6] we'll work toward bringing the contract back from  
 [ 7] this point at the January meeting then.  
 [ 8] CHAIRMAN DAVIS: To clarify the record, it  
 [ 9] is the traditional design of the motif nearer --  
 [10] nearest to St. Augustine.  
 [11] Mr. Wuellner?  
 [12] 5.B. - PROPOSED LEASE - YOUTH CRISIS CENTER  
 [13] MR. WUELLNER: Mr. Chairman, we received  
 [14] a -- actually, we've had a number of  
 [15] conversations with and then received a letter  
 [16] pertaining to the location of a Youth Crisis  
 [17] Center on property currently owned by the Airport  
 [18] Authority and located immediately north of Gun  
 [19] Club Road on U.S. 1. It's property that was  
 [20] acquired prior to my tenure here as a part of  
 [21] some overall efforts the Authority made years  
 [22] ago.  
 [23] They expressed interest in leasing this on a  
 [24] long-term basis. They do have some funding  
 [25] issues that I think we need to point out to you

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[ 1] or matching what is nostalgic as a lighthouse.  
 [ 2] So, I strongly recommend working with the one on  
 [ 3] the left with a few -- few other considerations  
 [ 4] added to it.  
 [ 5] MR. SHAH: Thank you.  
 [ 6] CHAIRMAN DAVIS: Any other comment,  
 [ 7] gentlemen? We have a motion on the floor and a  
 [ 8] second.  
 [ 9] MR. LASSITER: Call the question.  
 [10] CHAIRMAN DAVIS: Question. All in favor  
 [11] of -- of the aesthetics that's on the left side,  
 [12] signify by aye.  
 [13] MR. ROSE: Aye.  
 [14] MR. TAYLOR: Aye.  
 [15] MR. LASSITER: Aye.  
 [16] MR. WATTS: Aye.  
 [17] CHAIRMAN DAVIS: Aye.  
 [18] And opposed?  
 [19] (No opposition.)  
 [20] CHAIRMAN DAVIS: That's the one we want.  
 [21] MR. SHAH: Thank you very much.  
 [22] MR. TAYLOR: Can we put them in charge of  
 [23] the terminal?  
 [24] MR. SHAH: Where do you want us to sign?  
 [25] CHAIRMAN DAVIS: No, the terminal is

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[ 1] before moving forward.  
 [ 2] They somewhat have the same kind of language  
 [ 3] requirements we do when leasing -- leasing  
 [ 4] anything from office equipment to motor vehicles  
 [ 5] to property, in that they're subject to an  
 [ 6] appropriation on an annual basis, and you can't  
 [ 7] commit those funding obligations, you know, in  
 [ 8] years or commit future boards to those funding  
 [ 9] obligations.  
 [10] As such, the specter's always out there that  
 [11] the funds won't be there to meet a lease  
 [12] agreement, in which case a bailout requirement  
 [13] is -- is there for governmental and those types  
 [14] agencies. And the Youth Crisis Center is subject  
 [15] to that kind of a scenario, also.  
 [16] So, a -- while a long-term lease could be  
 [17] executed, it would have that proviso on an annual  
 [18] basis. And in the event their funding was  
 [19] dramatically cut from the State to the point  
 [20] where they could no longer occupy the facility  
 [21] under the terms of the lease financially, that it  
 [22] would need to be disposed of in some form or  
 [23] fashion. Which brings me to the second part of  
 [24] the equation, which is: How would that be done?  
 [25] Traditionally, airport -- airport buildings

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[ 1] are buildings that we build and lease or --  
 [ 2] and/or somebody else builds and lease and revert  
 [ 3] back to the Airport Authority at the expiration  
 [ 4] of the lease terms. They are considered  
 [ 5] leasehold improvements and as such belong to the  
 [ 6] Airport Authority.

[ 7] Clearly, this organization believes or, you  
 [ 8] know, at least their approach to it is that that  
 [ 9] asset is theirs at the end of the lease or at any  
 [10] point during the lease term, and they had asked  
 [11] the Airport Authority if they are interested in  
 [12] leasing -- doing this lease at all that gives  
 [13] some consideration to a buy-back schedule for  
 [14] that building.

[15] I'm not sure I got a direct answer as to  
 [16] whether the building itself would be financed or  
 [17] the like, because you'd factor in that mix a  
 [18] consent to mortgage agreement or -- or something  
 [19] else, which would be pretty clear that it would  
 [20] remain with -- with the bank or the mortgage  
 [21] company, the building itself. But that could be  
 [22] structured such that the use remain approved by  
 [23] the Airport Authority so that you didn't end up  
 [24] with something that ultimately was not compatible  
 [25] with the airport, being a tenant of the airport

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[ 1] bringing --

[ 2] MR. WUELLNER: It's my understanding that  
 [ 3] the concept has been much more regional. They're  
 [ 4] already taking care of some St. Johns residents,  
 [ 5] but there's a need further south of immediate  
 [ 6] Duval County to better address this area.

[ 7] MR. TAYLOR: Okay. My next question comes  
 [ 8] to, we have enough difficulty currently trying to  
 [ 9] keep our neighbors happy, even though we've got a  
 [10] stated long-range plan. I know certain functions  
 [11] have to occur somewhere, but I'm a little nervous  
 [12] about simply announcing to our neighbors a use  
 [13] that some of them might not be comfortable with.  
 [14] I'd like to put that issue on the table.

[15] MR. WUELLNER: Yeah, we --

[16] MR. TAYLOR: Third item, and then I'll be  
 [17] through, I think, is that I -- I don't see the  
 [18] airport, in its fiduciary role, buying back  
 [19] buildings. I think that should normally be  
 [20] accomplished by a right of assignment with  
 [21] approval which will not be unreasonably withheld,  
 [22] instead of a buy-back.

[23] MR. WUELLNER: I concur, and that's why you  
 [24] have that from the staff side. The other -- the  
 [25] matter of consistency, the property is pretty

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[ 1] by default of the previous lessee.

[ 2] So, those are the issues kind of on the  
 [ 3] table. Otherwise, it's envisioned to be market  
 [ 4] value. We did not run out and have it appraised  
 [ 5] for purposes of establishing that value. So, in  
 [ 6] the event an appraisal came back and established  
 [ 7] a value that was way -- way out of their budget  
 [ 8] limitations, I'm sure that they would not want to  
 [ 9] move forward with a lease agreement at that  
 [10] point.

[11] But I couldn't see expending the funds on a  
 [12] market value appraisal until we knew it was  
 [13] something that the Airport Authority was even  
 [14] interested in entertaining as a use for that  
 [15] property. So, with that being said, that's kind  
 [16] of where it is.

[17] CHAIRMAN DAVIS: Mr. Taylor?

[18] MR. TAYLOR: Mr. Davis, I've got two or  
 [19] three things that concern me a little bit. This  
 [20] address represents Beach Boulevard, Jacksonville.  
 [21] Are we taking care of our local?

[22] MR. WUELLNER: I'm sorry?

[23] MR. TAYLOR: This return -- or this copy  
 [24] address is Jacksonville. Are we taking care of  
 [25] St. Johns County people, or is this someone else

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[ 1] well isolated from -- from anything around it.  
 [ 2] It's not in the middle of a residential  
 [ 3] neighborhood, as you might glean from the  
 [ 4] picture.

[ 5] It's -- there are some commercial uses to  
 [ 6] the immediate north of it, including the  
 [ 7] dog-training place, and I'm not sure what all  
 [ 8] else is up there anymore. There's nothing to the  
 [ 9] south of it to Gun Club Road. Behind it are some  
 [10] lots platted, but nothing has been currently  
 [11] developed there all the way to, what is it, Old  
 [12] Dixie -- the Old Dixie Highway road.

[13] As far as confirmation of it is consistent  
 [14] with the land development regs or rules, I don't  
 [15] have an answer for you. We didn't intend to  
 [16] permit it for them, and obviously, that's  
 [17] something they're going to need to look into.  
 [18] And it also would be identified on the appraisal  
 [19] report as to what the actual current use is. It  
 [20] is vacant.

[21] MR. TAYLOR: Let me respond to that. I hear  
 [22] your question about meeting the County land-use  
 [23] approval, but I'm speaking a level beyond that  
 [24] and --

[25] MR. WUELLNER: Yeah, does it fit in the

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[ 1] neighborhood, character of the neighborhood?

[ 2] MR. TAYLOR: -- our responsibility.

[ 3] MR. WUELLNER: Right.

[ 4] CHAIRMAN DAVIS: Mr. Lassiter?

[ 5] MR. LASSITER: I have a -- I have a little

[ 6] trouble. I understand about the philosophy of

[ 7] binding boards in the future, but aren't we doing

[ 8] this to the next board if they come in and say

[ 9] our funding's cut, you've got to get it? Haven't

[10] we in essence dumped on a future board a

[11] potential large liability?

[12] MR. WUELLNER: I think, in effect, you could

[13] argue that.

[14] MR. LASSITER: Cindy, is that not -- not how

[15] you perceive this in our fiduciary relationships

[16] to following up on not binding future boards?

[17] MS. BARTIN: From what the description that

[18] I heard Ed go through, the scenario, I think

[19] that -- I think what you're saying could be a

[20] result. I mean, if -- if they lose their

[21] funding, then it would be the Airport's

[22] responsibility to buy back whatever improvement

[23] has been made. And I don't -- I mean, I'm not

[24] sure how much advance notice you're going to have

[25] on that.

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[ 1] buy it or would ever be interested in buying it.

[ 2] But it would be a future board's determination,

[ 3] not a scale or some formula preestablished.

[ 4] MR. LASSITER: Okay. My next question is:

[ 5] Are there wetlands located on this land?

[ 6] MR. WUELLNER: The far back corner, would be

[ 7] the southeast corner of the property, shares a

[ 8] common -- was an old barrow pit based on some

[ 9] drawings I saw.

[10] MR. LASSITER: And this may be too

[11] microdetailing this thing, but as a lease --

[12] lessee, it -- would it not be our -- our

[13] requirements to take care of any impact on those?

[14] MR. WUELLNER: I think it would be a

[15] matter --

[16] MR. LASSITER: Or is that something

[17] negotiated?

[18] MR. WUELLNER: -- of how we structure it in

[19] the lease.

[20] MR. LASSITER: Yeah. Okay. And then they

[21] would come in and have a land lease and then

[22] construct the building.

[23] MR. WUELLNER: Correct. Yeah, we have no

[24] building involvement. In fact, I didn't

[25] anticipate any infrastructure development,

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[ 1] MR. LASSITER: Well, this -- this is pretty

[ 2] much the linchpin of this deal, is we either do

[ 3] that or forget it. So, if -- we can't do that.

[ 4] I've -- I've got two other questions here,

[ 5] but that one out of the blocks would pretty much

[ 6] blow this out of the water, if that's the case.

[ 7] And if they insist that that's what it is, I --

[ 8] I, in good conscience, could not say sure, we'll

[ 9] build -- we'll let you build this building and

[10] all and five years from now if the state suddenly

[11] decides they're in a cash crunch and they're

[12] cutting all these programs, which has been known

[13] to happen in the past.

[14] MR. WUELLNER: Yeah. And I'm not sure that

[15] this would make or break the deal, that

[16] provision. It was something that was brought up

[17] in the course of conversation by them as

[18] something that they had asked us to consider.

[19] You know, it certainly would be appropriate

[20] to come back and say, you know, we have the same

[21] problem; we can't commit funds beyond the current

[22] year; it's something that could be certainly

[23] agreed to be brought back to the board at that

[24] time for consideration, but no guarantee that

[25] the -- you know, the Airport Authority would ever

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[ 1] anything related to the construction being an

[ 2] Airport Authority issue. Basically, what it is,

[ 3] if they want to take it from there and make it

[ 4] into something, it would be at their cost.

[ 5] MR. LASSITER: Okay. That's fine.

[ 6] MR. ROSE: Mr. Chair?

[ 7] CHAIRMAN DAVIS: Mr. Rose?

[ 8] MR. ROSE: I've listened with interest to

[ 9] what my fellow members have said, but one thing

[10] concerns me is that -- that this land was

[11] purchased with the idea that it was needed at

[12] some point in the future for airport activity or

[13] businesses that work through or with or are

[14] involved in air transportation.

[15] MR. WUELLNER: That's probably --

[16] MR. ROSE: And I guess -- I guess the

[17] concern I have, it was purchased with funds that

[18] were intended to promote this airport. And I

[19] don't know what those funds were, and you say it

[20] was before your term -- time, certainly before

[21] mine.

[22] MR. WUELLNER: Well --

[23] MR. ROSE: But it seems to me that -- that

[24] this is so close to our -- to our airport and to

[25] different proposals that have floated around for

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[ 1] additional runways and different, you know,  
 [ 2] things that we might want to do. We've talked  
 [ 3] about acquiring some land here. And I just  
 [ 4] wonder if we want to have something there that is  
 [ 5] not a part of an overall strategy for the  
 [ 6] development of the -- of our overall site.  
 [ 7] MR. WUELLNER: You --  
 [ 8] MR. ROSE: Could be a sore thumb sticking  
 [ 9] up.  
 [10] MR. WUELLNER: Yeah. The only comment I  
 [11] would make is that your -- your land acquisitions  
 [12] are not always -- in fact, rare cases, are  
 [13] specific for expansion directly. They're also in  
 [14] place for land to control the underlying land use  
 [15] to assure its long-term compatibility with the  
 [16] airport, not necessarily to place an  
 [17] aviation-related business on there.  
 [18] So, again, it, you know, predates me as to  
 [19] actual thought process that went into these  
 [20] particular parcels. They were a part of a larger  
 [21] parcel that ultimately the Airport Authority, for  
 [22] whatever reason, did not acquire.  
 [23] But my guess is that -- I don't know that  
 [24] you could reasonably expect aviation development  
 [25] along U.S. 1 there. It was probably a case of

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[ 1] CHAIRMAN DAVIS: I have to go with --  
 [ 2] MR. WUELLNER: That's why it's here.  
 [ 3] CHAIRMAN DAVIS: -- Mr. Rose. I know what  
 [ 4] he's saying on the aviation property and the  
 [ 5] property that we have acquired, the property that  
 [ 6] we are trying to acquire.  
 [ 7] My problem goes a little bit further on the  
 [ 8] lease agreement of them leasing the land. And  
 [ 9] having dealt with government and fundings before,  
 [10] if they come up with that, no matter how we  
 [11] structure it, even if we structure it that we're  
 [12] not going to buy it back, we've got a white  
 [13] elephant sitting on our hands that we may or may  
 [14] not get someone to occupy. We may or may not be  
 [15] able to get someone to go in and take it.  
 [16] Buying it back, we never had anything like  
 [17] that in our -- any of our leases. That's not the  
 [18] problem.  
 [19] MR. WUELLNER: I've seen it done with  
 [20] aviation-specific developments, where somebody  
 [21] else has made the improvement. I mean, it's a  
 [22] pretty rare occurrence. I think it's pretty  
 [23] well-established that these types of things are  
 [24] considered leasehold improvements subject to some  
 [25] other agreement that might be out there, such as

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[ 1] assuring long-term compatibility with the  
 [ 2] airport, much like the industrial park would have  
 [ 3] been, too, to keep someone from acquiring that  
 [ 4] property and erecting something in the approach  
 [ 5] area that would have been in -- with -- you know,  
 [ 6] a problem for the airport.  
 [ 7] And I'm not trying to support it either way;  
 [ 8] I'm just trying to clarify that it's not  
 [ 9] necessarily aviation.  
 [10] MR. TAYLOR: Let me respond to or query Ed  
 [11] concerning that. I always -- I very much, like  
 [12] Bill Rose, I felt an industrial park, even though  
 [13] the nature of the business might not use the word  
 [14] "airport," did support the economy relating to an  
 [15] airport.  
 [16] But, also, I had the impression that one of  
 [17] the things that led to trying to acquire this  
 [18] land directly across the road from there was that  
 [19] they didn't really want people living there near  
 [20] an airport. And now we're about to create a  
 [21] gathering of people in a single building very  
 [22] close to our approach. I just -- I'm --  
 [23] MR. ROSE: That's right.  
 [24] MR. TAYLOR: -- uncomfortable.  
 [25] MR. WUELLNER: Those are all good points.

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[ 1] a mortgage --  
 [ 2] CHAIRMAN DAVIS: I guess I --  
 [ 3] MR. WUELLNER: -- to which you consented at  
 [ 4] the beginning on.  
 [ 5] CHAIRMAN DAVIS: I have to be the conscience  
 [ 6] of this board for as long as I can, and I'm going  
 [ 7] to try to be a conscience this time. I  
 [ 8] understand that we have to have facilities like  
 [ 9] this and they have to be there.  
 [10] The criteria that we have all come up with  
 [11] would be possible buy-back or it being aviation  
 [12] property that was purchased for industrial parks,  
 [13] we're going to take some heat, but you're going  
 [14] to have to be able to stand up and take that  
 [15] heat, because the first thing they're going to  
 [16] say is the airport is not for youth, which is not  
 [17] true.  
 [18] But we have to think about the overall  
 [19] picture of the airport and the county. And the  
 [20] county, I can see it now, coming up in -- and  
 [21] we're buying aviation property -- or they bought  
 [22] property for aviation purposes or industrial park  
 [23] purposes and now we're using it for something  
 [24] else, and we are going into a stipulation of if  
 [25] they don't get their funding, we've got an empty

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[ 1] lot there. I'd have to think long before I would  
 [ 2] even consider that, but it's going to be up to  
 [ 3] the complete board how you want to handle this.  
 [ 4] MR. WATTS: Mr. Chairman, the thing is, I  
 [ 5] know you had mentioned in your comments that, you  
 [ 6] know, as far as your conscience goes, but the  
 [ 7] last paragraph in Mr. Joel's (phonetic) letter  
 [ 8] here is that they're negotiating with another  
 [ 9] party regarding another parcel of land here in  
 [10] St. Johns County. And everything that the board  
 [11] has said, I -- the board members have said, I  
 [12] agree with 100 percent.

[13] And so, I think the best thing to me, my  
 [14] suggestion is to let them further negotiate with  
 [15] the other piece of the -- parcel of land.

[16] CHAIRMAN DAVIS: Is there any public  
 [17] comment? Mr. Harvey?

[18] MR. HARVEY: I'm Mel Harvey. I've been  
 [19] around this airport for about 37 years. When  
 [20] they first started buying the property, it was  
 [21] for a buffer zone for residential to get away  
 [22] from the airport, which is okay. You buy a piece  
 [23] of property; you don't build a house on it. You  
 [24] keep it for the airport.

[25] Now you're wanting to let someone build a

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[ 1] house, so to speak, on airport property and move  
 [ 2] people by it. And you're wanting to take my  
 [ 3] house and move me out. That doesn't make sense.  
 [ 4] I think the best thing is to tell them to go  
 [ 5] somewhere else. Thank you.

[ 6] CHAIRMAN DAVIS: Thank you, Mr. Harvey.  
 [ 7] Yes, ma'am.

[ 8] MRS. HARVEY: Exactly who are youth in  
 [ 9] crisis? Are they children who are disturbed, who  
 [10] are suicidal? The thing of it is, you're taking  
 [11] youth in crisis who have emotional problems.  
 [12] You're putting them by a four-lane highway, a  
 [13] railroad track, an airport, and a river. Now,  
 [14] the next thing you want to do is just give them a  
 [15] rope, and they'll have everything they need to  
 [16] end their crisis. I think it's a very poor  
 [17] location.

[18] CHAIRMAN DAVIS: Thank you, ma'am.  
 [19] Mr. Ciriello?

[20] MR. CIRIELLO: When I first got this thing  
 [21] and read it over, only a couple of things come to  
 [22] mind. And then sitting here listening, you get  
 [23] educated. You guys all had very good points, and  
 [24] so have the Harveys.

[25] My biggest concern when I first read this

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[ 1] thing was not with the crisis thing and airport  
 [ 2] related and all of that. I didn't much care  
 [ 3] about that.

[ 4] But the problem that I had was where they  
 [ 5] want, oh, maybe not a guarantee, but almost a  
 [ 6] guarantee that if something happened to their  
 [ 7] funding, which one of you guys said that happens  
 [ 8] a lot with the state or governments, that they  
 [ 9] would be bought out.

[10] And that kind of rubbed me, because down  
 [11] here on your budget impact, it says the lease  
 [12] would provide additional lease-related income to  
 [13] the Authority. That's nice. We're trying to get  
 [14] this airport off the taxpayer rolls. I always  
 [15] say it will never happen, but that's a nice  
 [16] statement.

[17] There are no anticipated expenditures  
 [18] envisioned. That's also a nice statement. But  
 [19] then, on the other hand, these people want a  
 [20] guarantee that if they go belly-up, you'll buy  
 [21] them out so they don't lose any money, and then  
 [22] you're going to be using our taxpayer's money to  
 [23] bail them out.

[24] And so, you're saying one thing out of one  
 [25] side -- I don't mean it to sound that way -- one

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[ 1] thing out of one side of your mouth and something  
 [ 2] else out of the other. And my question would  
 [ 3] have been to you guys that if you went with this  
 [ 4] plan, that the only provision, not with the  
 [ 5] buyout, would be at the end of 20 years, it  
 [ 6] belongs to the airport.

[ 7] Now, I'd -- and like Mr. Wuellner said,  
 [ 8] people who build on airport property, and usually  
 [ 9] they pay for the land, the lease of the land, a  
 [10] small price, and whatever they build at the end  
 [11] of 20 years becomes the property of the airport.

[12] Now, I'm sure that when Grumman built the  
 [13] North 40, they built it, they're leasing the  
 [14] land. I think at the end of 20 years you guys  
 [15] get that building, and it's worth millions of  
 [16] dollars, although I don't know what would happen  
 [17] if they went belly-up inside that 20 years.

[18] I don't know if they're allowed to go and  
 [19] lease it to somebody else until the 20 years is  
 [20] up or they if they forfeit it or you get to  
 [21] buy -- I don't -- I don't know that, to tell you  
 [22] the truth.

[23] But hearing what the Harveys said and some  
 [24] of you, your expertise on this proposal, I'm not  
 [25] so sure that right now I like it as much as I

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[ 1] thought I would when I came here, except for the  
[ 2] buyout part.

[ 3] But I don't know -- one of you made a  
[ 4] comment about the availability of buying the land  
[ 5] for future airport use and everything. The way  
[ 6] that land is situated and the way the airport is,  
[ 7] I can't see where it would benefit the airport  
[ 8] one bit.

[ 9] You can't extend a runway there because it's  
[10] not in line. Since Gun Club Road is between the  
[11] airport and that piece of property, you can't put  
[12] a couple of hangars over there unless you have  
[13] some way for the airplanes to taxi across Gun  
[14] Club Road.

[15] So, I don't see where, on that light, that  
[16] it's very valuable to the airport as far as  
[17] helping the airport physically, you know. So --  
[18] but I -- I just -- I'm backing off from my  
[19] original idea. I -- I think it's a poor thing to  
[20] accept.

[21] CHAIRMAN DAVIS: Thank you, Mr. Ciriello.  
[22] One comment, gentlemen. I've dealt with youth,  
[23] and I have to agree with Ms. Harvey. That was  
[24] my -- that was in my mind for my next question.  
[25] I don't know what type of youth crisis it is.

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[ 1] I've seen different youth crisis centers.

[ 2] But my question and my concern is you're  
[ 3] right there on the other side of Gun Club Road.  
[ 4] You're right outside the fence of the airport.  
[ 5] You've got hangars over in there with aircraft  
[ 6] that sometime are in the hangars, sometime are  
[ 7] out. I just don't want the liability of one of  
[ 8] them coming over there and tearing up an  
[ 9] airplane.

[10] I cannot influence it. My suggestion or my  
[11] feeling is that we need to back away from it, but  
[12] I will entertain a motion to either accept or  
[13] reject Staff recommendations on this lease  
[14] agreement.

[15] MR. LASSITER: Did they make a  
[16] recommendation?

[17] CHAIRMAN DAVIS: Yes.

[18] MR. LASSITER: Oh, okay. I see.

[19] CHAIRMAN DAVIS: Motion, gentlemen.

[20] MR. ROSE: You want a motion?

[21] CHAIRMAN DAVIS: Yes.

[22] MR. ROSE: Did you make a motion?

[23] CHAIRMAN DAVIS: No, I didn't make it. I  
[24] can't make it.

[25] MR. ROSE: Oh. Well, I'll make a motion, if

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[ 1] nobody else has.

[ 2] CHAIRMAN DAVIS: Okay.

[ 3] MR. LASSITER: Go right ahead.

[ 4] MR. ROSE: Mr. Chairman, I'd like to move  
[ 5] that we reject the proposed lease for the Youth  
[ 6] Crisis Center.

[ 7] CHAIRMAN DAVIS: Thank you, Mr. Rose. And a  
[ 8] second?

[ 9] MR. LASSITER: I'll second.

[10] CHAIRMAN DAVIS: Thank you, Mr. Lassiter.  
[11] All in favor of rejecting the proposed lease  
[12] agreement with the Youth Crisis Center, signify  
[13] by aye.

[14] MR. ROSE: Aye.

[15] MR. TAYLOR: Aye.

[16] MR. LASSITER: Aye.

[17] MR. WATTS: Aye.

[18] CHAIRMAN DAVIS: Aye.

[19] And opposed?

[20] (No opposition.)

[21] CHAIRMAN DAVIS: By your vote, gentlemen,  
[22] you have rejected the proposal. Mr. Wuellner?

[23] MR. WUELLNER: Mr. Pearce.

[24] 5.C. - NORTHEAST DEVELOPMENT AREA LAYOUT

[25] MR. PEARCE: Good evening. As y'all know,

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[ 1] I'm James Pearce. I was formerly with Kaiser.

[ 2] We have changed our name. We're now Earthtech.

[ 3] And from what I understand, we're going to be  
[ 4] changing our name again, but hopefully not in the  
[ 5] near future. Supposed to have something with  
[ 6] Tyco in it. We're a subsidiary of Tyco  
[ 7] International. It's about a \$22-billion-a-year  
[ 8] company.

[ 9] So, with that said, I would like to present  
[10] a little rendering of what we're planning to do  
[11] on the north end of the field. Basically, it's  
[12] currently identified as your future FBO site.  
[13] It's right up beside Ring Power and Luhrs in that  
[14] area, the treed area between the last two hangars  
[15] up there and Gun Club Road.

[16] Basically, what we would be doing is the  
[17] Hawkeye View Lane, which goes back into the  
[18] Grumman North 40 area, currently swings around  
[19] and comes out up in this area right here  
[20] (indicating). It kind of follows this -- this  
[21] route. We would straighten that out, improve --

[22] MR. ROSE: Is that Gun Club Road that you're  
[23] pointing to right now?

[24] MR. PEARCE: This is Gun Club Road, yes,  
[25] sir.

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[ 1] MR. ROSE: Yeah.  
 [ 2] MR. PEARCE: It goes on into the Gun Club  
 [ 3] Road.  
 [ 4] MR. ROSE: Right.  
 [ 5] MR. PEARCE: We would have to improve Gun  
 [ 6] Club Road from here back up to where it  
 [ 7] intersects. I'm not sure what --  
 [ 8] MR. TAYLOR: Then you've got it upside down,  
 [ 9] according to this. I'm having enough trouble  
 [10] already.  
 [11] MR. PEARCE: I can turn it -- I can turn it  
 [12] the other way. Does that help?  
 [13] MR. LASSITER: Yeah, there you go.  
 [14] MR. PEARCE: This is Gun Club Road  
 [15] (indicating). We would improve Gun Club Road  
 [16] from here down to where the new entrance where  
 [17] Hawkeye View would be.  
 [18] We've basically already built taxiway A to  
 [19] this point as -- I don't think the current  
 [20] photograph shows it, but under the taxiway A  
 [21] widening and improvement project, this has been  
 [22] built into this area.  
 [23] We're proposing six, 100 x 120  
 [24] corporate-type hangars, and what we've done is  
 [25] we've clustered them so that they don't exceed

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[ 1] this seems to be the most logical, easiest to  
 [ 2] phase and build. We can get more square footage  
 [ 3] up there if you want to go to the expense of an A  
 [ 4] triple F system in -- in the hangar.  
 [ 5] MR. LASSITER: Not necessarily going to that  
 [ 6] direction. But just the configuration, it will  
 [ 7] still allow your taxiways or access to the  
 [ 8] taxiways and pump your square footage up, not in  
 [ 9] a single building, but maybe another -- another  
 [10] unit. What, to maximize --  
 [11] MR. PEARCE: Yes. If you go -- if you go to  
 [12] a fire suppression system, yes, sir, you can  
 [13] increase your --  
 [14] MR. LASSITER: No, that -- that's not my  
 [15] question. I don't want to get to a bigger  
 [16] building. I want another one or two buildings  
 [17] squeezed in there and still be able to rent it.  
 [18] MR. PEARCE: No, sir.  
 [19] MR. LASSITER: As you --  
 [20] MR. PEARCE: I don't believe we can at this  
 [21] point.  
 [22] MR. LASSITER: As you know, we're running  
 [23] out of space to rent, and the more we can squeeze  
 [24] out of what we get, the more income to the  
 [25] airport at the same time.

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[ 1] 24,000 square feet. Once we get over 24,000  
 [ 2] square feet, we start getting into fire  
 [ 3] suppression systems and that kind of thing. An  
 [ 4] A triple F system is very expensive, and we  
 [ 5] wanted to stay away from that.  
 [ 6] So, we've come up with basically three pods  
 [ 7] in that area. We've got about two acres of paved  
 [ 8] apron area in front of these hangars. And we  
 [ 9] have ample parking for whatever use happens to  
 [10] come into this area.  
 [11] And it can be built in phases. We can build  
 [12] these two first, build a portion of the ramp;  
 [13] build these two next, another portion of the  
 [14] ramp; build these two with the remaining portion  
 [15] of the ramp.  
 [16] MR. ROSE: Looks good.  
 [17] MR. PEARCE: Any questions?  
 [18] MR. LASSITER: I guess, James, I have a  
 [19] quick question. Is that -- is that the maximum  
 [20] that we can -- square footage we can get out of  
 [21] that space is in that configuration? You haven't  
 [22] looked at any others?  
 [23] MR. PEARCE: We've looked at quite a few.  
 [24] We've looked at combinations of 50 x 50 with 140  
 [25] x 160s, those kinds of odd shapes and sizes. And

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[ 1] MR. PEARCE: Yes, sir.  
 [ 2] MR. LASSITER: To improve the --  
 [ 3] MR. PEARCE: Yes.  
 [ 4] MR. LASSITER: And I --  
 [ 5] MR. PEARCE: Right now, we have -- oops.  
 [ 6] The reason that we ended up with where we're at,  
 [ 7] the building restriction line right now for your  
 [ 8] main runway, since you've gone up to a  
 [ 9] category -- 4?  
 [10] MR. WUELLNER: Design Group 4.  
 [11] MR. PEARCE: -- design Group 4 aircraft,  
 [12] your building restriction line is 750 feet off  
 [13] the center line of the runway, which puts it  
 [14] right along the face of these two buildings. So  
 [15] this part of the area here is nonusable from that  
 [16] standpoint. You can't really build a building in  
 [17] here.  
 [18] You can put, you know, parking apron in  
 [19] here. You can put a dry retention pond.  
 [20] Hopefully, we can come up with a way to do that.  
 [21] Since it's such a big area, we can grade it out  
 [22] and make it real flat, and we should be able to  
 [23] make that work. And that's what we had planned  
 [24] to do in this area. Other than that, this --  
 [25] this area from here down is unusable. So, as you

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[ 1] can see, we've maximized the use.  
 [ 2] We do get into about a half-acre wetland  
 [ 3] that's been identified right here (indicating)  
 [ 4] that was identified many years ago, and it's  
 [ 5] still there. We would have to -- we would have  
 [ 6] to mitigate that. We've already talked to the  
 [ 7] Water Management District on that.  
 [ 8] MR. LASSITER: Would you be able to work a  
 [ 9] 3-2-2 or something of that nature and work your  
 [10] service roads if you're going to have to mitigate  
 [11] anyway? Instead of a 2-2-2, have an  
 [12] additional -- and see where your service roads  
 [13] goes into the top two?  
 [14] MR. PEARCE: Yeah. We can -- we can change  
 [15] the shape and size of these, but you basically  
 [16] end up with three pods at about 24,000 square  
 [17] feet.  
 [18] MR. WUELLNER: Yeah, the limitation is the  
 [19] total square footage.  
 [20] MR. LASSITER: Oh, not the building?  
 [21] MR. WUELLNER: Not the building size. Not  
 [22] the buildings themselves.  
 [23] MR. LASSITER: Okay. That answered my  
 [24] question. Thank you.  
 [25] MR. WUELLNER: Get into a -- what they call

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[ 1] these.  
 [ 2] MR. LASSITER: Do you need a motion to  
 [ 3] proceed?  
 [ 4] MR. WUELLNER: I think just concurring in  
 [ 5] that layout so that nobody's surprised later on.  
 [ 6] CHAIRMAN DAVIS: Mr. Taylor?  
 [ 7] MR. TAYLOR: Can we ask Mr. Pearce whether  
 [ 8] it has any blue stripes or cotton loops on it?  
 [ 9] MR. PEARCE: Not at this time.  
 [10] MR. LASSITER: I -- I make a motion that we  
 [11] accept the proposal submitted.  
 [12] MR. ROSE: Second.  
 [13] CHAIRMAN DAVIS: Thank you, Mr. Rose. All  
 [14] in favor of accepting the proposal layout by  
 [15] Kaiser, signify by aye.  
 [16] MR. ROSE: Aye.  
 [17] MR. TAYLOR: Aye.  
 [18] MR. LASSITER: Aye.  
 [19] MR. WATTS: Aye.  
 [20] CHAIRMAN DAVIS: Aye.  
 [21] And opposed?  
 [22] (No opposition.)  
 [23] CHAIRMAN DAVIS: By your vote, you have  
 [24] accepted that layout. Mr. Wuellner?  
 [25] 5.D. - TERMINAL/FBO EXPANSION CONTRACT AWARD

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[ 1] clustering.  
 [ 2] MR. LASSITER: Okay.  
 [ 3] CHAIRMAN DAVIS: Any public comment?  
 [ 4] (No comments.)  
 [ 5] CHAIRMAN DAVIS: Gentlemen, any other  
 [ 6] comment up here?  
 [ 7] (No comments.)  
 [ 8] CHAIRMAN DAVIS: Ed?  
 [ 9] MR. WUELLNER: Sir?  
 [10] CHAIRMAN DAVIS: I don't have a copy of  
 [11] that.  
 [12] MR. WUELLNER: The drawing?  
 [13] CHAIRMAN DAVIS: So, what is it that you  
 [14] propose for the board?  
 [15] MR. WUELLNER: Basically, endorsing the  
 [16] concept so it will move through. It's laid out.  
 [17] If you accept that layout, we'll just --  
 [18] CHAIRMAN DAVIS: This is --  
 [19] MR. WUELLNER: These are projects --  
 [20] CHAIRMAN DAVIS: This is just a report on  
 [21] the layout?  
 [22] MR. WUELLNER: Yes.  
 [23] MR. LASSITER: Do you need a motion?  
 [24] MR. WUELLNER: We tasked them, you know, I  
 [25] don't know, two months ago, with coming up with

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[ 1] MR. WUELLNER: Now, we've saved the  
 [ 2] difficult item for last. You just thought it was  
 [ 3] easy -- or hard up to now. The terminal  
 [ 4] expansion project. This project was bid, and the  
 [ 5] bids were opened last week, and as you can  
 [ 6] tell -- I think I've made sure everybody got a  
 [ 7] copy here at the meeting, but you ended up with  
 [ 8] about ten bidders on the project, which is  
 [ 9] certainly a welcome response to this project.  
 [10] Unfortunately, in terms of how the project  
 [11] was envisioned for award, all of them exceed the  
 [12] available funds at this moment. However, some  
 [13] are closer than others. We've identified, with  
 [14] the cooperation of Florida DOT, probably the  
 [15] additional funding to build the first phase. The  
 [16] first phase included the entirety of the  
 [17] infrastructure site-related work, the office, and  
 [18] the 100 x 100 hangar.  
 [19] The second phase would be the four smaller  
 [20] corporate hangars that were envisioned in the  
 [21] same area. But as of yet, and even from the  
 [22] beginning, they were not -- the funding was not  
 [23] identified for that, and it was envisioned that,  
 [24] you know, that they'd follow up as money became  
 [25] available.

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[ 1] In order to just take advantage of the  
[ 2] competitive nature, we thought we'd put them out  
[ 3] there as an alternate to the bid process so that  
[ 4] in the event we got a great price and that  
[ 5] funding became available during the construction  
[ 6] time, it could just be awarded versus going  
[ 7] through the entire motion of rebidding the  
[ 8] project. So, that's -- that's how we got there.

[ 9] Somewhere during the process, the bid  
[10] documents don't reflect that we only intended to  
[11] award Phase 1, and as such, the language carried  
[12] into the bid based award on the total project,  
[13] which included both phases. So, we have a  
[14] situation here where the lowest bidder for the  
[15] first phase, the part we have money for, is not  
[16] the overall low bidder for both phases. So, now  
[17] we have to sort this out.

[18] This is what I was hoping to have  
[19] discussions with our attorney types over, but we  
[20] did not quite connect on it between bid opening  
[21] Thursday and this afternoon. So, we don't have a  
[22] direct answer as to whether the bid documents,  
[23] while they're fairly vague in some respects and  
[24] allow for a -- I would say a significant amount  
[25] of board latitude, the difference between the

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[ 1] first phase bids, which would be for RIC-LON and  
[ 2] Global Construction, the disparity between the  
[ 3] actual low bid for Phase 1 and the low bid based  
[ 4] on the total leaves about \$200 -- I wrote it down  
[ 5] here -- \$231,000 on the table, which is a  
[ 6] significant amount of money for the exact same  
[ 7] project work just by the difference in how the  
[ 8] projects were bid.

[ 9] If you look at how Global approached it,  
[10] they had a fairly -- a relatively high front end  
[11] Phase 1 with a very disproportionate Phase 2.  
[12] Fairly inexpensive if you look at -- run the line  
[13] across. I mean, it's some \$3- or \$400,000 below,  
[14] and that's how it ultimately ends up being the  
[15] low bid. There'd be no dispute as to who was the  
[16] low bidder in the event that the project was  
[17] totally funded.

[18] CHAIRMAN DAVIS: Okay. If that language --  
[19] and you haven't talked to attorneys. If that  
[20] language is in there that way for total instead  
[21] of phase, what legal standings are we on with  
[22] this now?

[23] MR. WUELLNER: Well, that -- yeah, that's a  
[24] part of it. The other thing that's entered into  
[25] it, is through discussions with Global and our

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[ 1] engineer, they indicated -- Global indicated a  
[ 2] willingness to negotiate the price from that  
[ 3] point down, which immediately had me squirming in  
[ 4] my seat, as it didn't appear to be consistent  
[ 5] with the whole concept of bidding.

[ 6] I -- I'm not comfortable with that. I think  
[ 7] ultimately that will be what the attorneys tell  
[ 8] us, too, that negotiating the base bid to be  
[ 9] something more proportionate with Global is  
[10] probably not an option that's -- that's not going  
[11] to, as the term has become, disengage the other  
[12] bidders and cause another -- perhaps a protest of  
[13] the actual bid.

[14] My suggestions in this would be to -- would  
[15] be one of two -- take one of two tacks here. One  
[16] is to exercise your discretion pending a review  
[17] by our attorneys and award to the lowest bidder  
[18] for the Phase 1 project. If that proves not to  
[19] be an acceptable alternative, then my  
[20] recommendation would be to rebid Phase 1.

[21] There's just too much money, in my opinion,  
[22] sitting on the table here to just award it to the  
[23] other firm. And, I -- again, if they came back  
[24] and said we could negotiate a price from this  
[25] point forward, okay, you know, and felt very

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[ 1] comfortable getting there, fine. I -- I don't  
[ 2] see them offering that opinion. I'm not at all  
[ 3] comfortable with it right now. They have a way  
[ 4] of getting me comfortable with things like this  
[ 5] if they research it and just determine that to be  
[ 6] possible.

[ 7] So, those are the two alternatives I would  
[ 8] throw out there as perhaps explore awarding to,  
[ 9] what is it, RIC-LON, based on the lowest Phase 1,  
[10] if that meets with the attorney's review and  
[11] their muster of our bid procedures and the  
[12] documents themselves, and award based on that.

[13] In the event that does not appear to be a  
[14] possibility, then we will repackage it, if that's  
[15] acceptable, and we'll just open bids at a -- at a  
[16] future date, as soon as possible, actually.

[17] MR. ROSE: Ed?

[18] CHAIRMAN DAVIS: Mr. Rose.

[19] MR. ROSE: What's going to happen to Phase  
[20] 2?

[21] MR. WUELLNER: Phase 2 is awaiting DOT  
[22] funding, and I have no --

[23] MR. ROSE: Well, as I say, we go to RIC-LON  
[24] with Phase 2 then --

[25] MR. WUELLNER: My gut feeling --

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[ 1] MR. ROSE: -- or you could go forward and  
 [ 2] ask Global to do Phase 2 --  
 [ 3] MR. WUELLNER: No, we definitely can't do  
 [ 4] that. My feeling would be you simply don't award  
 [ 5] Phase 2, and ultimately that's going to be rebid  
 [ 6] either way.  
 [ 7] MR. ROSE: All right. So, what you're  
 [ 8] saying then, we'll -- we'll award Phase 1 and  
 [ 9] rebid Phase 2 sometime.  
 [10] MR. WUELLNER: Yeah. I mean, I don't see  
 [11] any other way to get there.  
 [12] MR. ROSE: Well --  
 [13] MR. WUELLNER: I told her I was going to  
 [14] dump on her at the beginning of the meeting.  
 [15] MS. BARTIN: I -- I just want to make sure I  
 [16] understand what happened here. The request for  
 [17] proposals went out, and apparently, you intended  
 [18] only to get bids for Phase 1, because that's the  
 [19] only phase you had the money to pay for. But the  
 [20] people that submitted the bids submitted for  
 [21] whole project; is that correct?  
 [22] MR. WUELLNER: No, we -- we accepted bids  
 [23] for both phases. Where it broke down was the  
 [24] language that specifically stated that the award  
 [25] would be made on the lowest Phase 1 bid price was

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[ 1] deleted. As such, it defaulted to the total  
 [ 2] bid --  
 [ 3] MS. BARTIN: Correct. Which it implied that  
 [ 4] it would be based on the lowest bid for both  
 [ 5] phases.  
 [ 6] MR. WUELLNER: Even though it was very clear  
 [ 7] during the documents that we did not intend  
 [ 8] initially to award Phase 2, the language implied  
 [ 9] it was based on total bid. That's what I mean,  
 [10] it gets wiggly.  
 [11] MS. BARTIN: Is there any reason that  
 [12] there's a rush to do this today?  
 [13] MR. WUELLNER: Other than it's taken three  
 [14] times as long to get where we are.  
 [15] MR. WEAVER: I can list a number of reasons.  
 [16] MR. WUELLNER: Many of them sitting on the  
 [17] ramp right now.  
 [18] MR. WEAVER: Losing money, for one.  
 [19] MS. BARTIN: In the event that you have a  
 [20] bid protest, there will be a lot of delays. You  
 [21] know, I know it looks like a long time to sort of  
 [22] get all your ducks in a row and make sure  
 [23] everything is fair and equitable the way it  
 [24] should be, but if something were to happen and  
 [25] there was a protest, you would be looking at

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[ 1] significant additional delays on that.  
 [ 2] CHAIRMAN DAVIS: Yes.  
 [ 3] MR. ROSE: You know, I want to tell you, our  
 [ 4] firm deals with DOT all the time on contracts,  
 [ 5] and it's not unusual for them to say, hey, you  
 [ 6] know, this is too much. How about let's just  
 [ 7] take the first half or the second half or this  
 [ 8] part and just do that --  
 [ 9] MS. BARTIN: Well, I mean --  
 [10] MR. ROSE: -- and say either yes, we can do  
 [11] it, or no, we can't. Everybody goes on their  
 [12] way.  
 [13] MS. BARTIN: I mean, I think we'd be happy  
 [14] to take a look at what the request said and  
 [15] what -- how the bids came in. Without even  
 [16] seeing the documents and how they were worded,  
 [17] it's kind of hard to -- I'm just uncomfortable  
 [18] giving you advice, not seeing the documents.  
 [19] MR. ROSE: I understand.  
 [20] MR. LASSITER: Cindy, what are you looking  
 [21] for, a month to review or --  
 [22] MS. BARTIN: No, I don't think a month  
 [23] review. I don't know when -- I mean, timewise --  
 [24] MR. WUELLNER: If we're going to put it back  
 [25] on the street, if that's ultimately where it's

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[ 1] going, then, you know, we want to do that as  
 [ 2] quickly as possible. And I don't think there's a  
 [ 3] whole lot to getting it back on the street,  
 [ 4] unless I missed something in terms of putting it  
 [ 5] back out.  
 [ 6] MR. TAYLOR: Mr. Chairman?  
 [ 7] CHAIRMAN DAVIS: Mr. Taylor?  
 [ 8] MR. TAYLOR: Let me ask a couple of  
 [ 9] questions. A protest would only come from  
 [10] someone else involved.  
 [11] MS. BARTIN: A bidder.  
 [12] MR. TAYLOR: A bidder. Is it possible to  
 [13] try to clarify in a follow-up letter what our  
 [14] intent was and get a sign-off, and then say that  
 [15] the second phase will be bid later? And that  
 [16] would preclude a protest up front.  
 [17] And then possibly, not that I want to vote  
 [18] on another issue, but hold a special meeting on  
 [19] the 2nd of January before our organization  
 [20] meeting so that these people who have been  
 [21] dealing with it can continue to deal with it?  
 [22] MS. BARTIN: My question would be: Would  
 [23] the people that submitted the bids, would that  
 [24] have -- if they knew that it was going to be  
 [25] awarded based on the lowest for Phase 1, as

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[ 1] opposed to the lowest for the entire project,  
 [ 2] would that have affected their proposal? And if  
 [ 3] it would have, then there may be, you know, an  
 [ 4] argument that they would -- they would have a  
 [ 5] right to adjust it or, you know, think of -- or  
 [ 6] at least propose it in that light.  
 [ 7] MR. TAYLOR: See, at this point, everyone  
 [ 8] sees what everybody else has bid, so you've got a  
 [ 9] different situation there.  
 [10] CHAIRMAN DAVIS: And they'll get out -- and  
 [11] the protest of the language that was in there,  
 [12] the inference was that it was a whole -- the  
 [13] whole thing, they have got a leg to stand on in  
 [14] order to do that. I don't know if it's better to  
 [15] go back out and do it, redo the whole bid or not.  
 [16] MR. TAYLOR: But can you? Can we have it  
 [17] back on?  
 [18] MR. WUELLNER: Oh, sure. You can reject all  
 [19] bids.  
 [20] MR. TAYLOR: Maybe that's what we ought to  
 [21] do.  
 [22] MS. BARTIN: And we can take a look at it to  
 [23] see if there is some flexibility on this for  
 [24] you-all to either go back to them or in some way  
 [25] resolve this without going back on the streets

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[ 1] MR. ROSE: Who made that motion?  
 [ 2] CHAIRMAN DAVIS: Mr. Taylor, question.  
 [ 3] MR. TAYLOR: I like the motion on the floor,  
 [ 4] but let me go to a little bit of discussion. If  
 [ 5] that works, we're there. If it -- if it doesn't  
 [ 6] work, is our only alternative to go back and  
 [ 7] rebid the entire project?  
 [ 8] MS. BARTIN: I think that should be part of  
 [ 9] our analysis; what are your options here? You  
 [10] know, with respect to the documents and what  
 [11] you've actually put out on the streets, what  
 [12] options do you have? Can you -- do you have to  
 [13] rebid? Can you somehow take the first-phase  
 [14] lowest bidder, or is there something else you can  
 [15] do to --  
 [16] MR. TAYLOR: Then what I'd like -- I don't  
 [17] think it needs to be in a motion, but if this  
 [18] motion passes, I'd like it understood, I hear  
 [19] what they're saying about time, that the chairman  
 [20] would be prepared to call a special meeting if  
 [21] need be, with time being of the essence if we're  
 [22] not able to proceed.  
 [23] MR. WUELLNER: Well, the only practical time  
 [24] to even be at a point to award this again would  
 [25] be your regular January meeting. There's no --

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[ 1] for a whole new set of bids.  
 [ 2] MR. ROSE: We'd like to enter into a  
 [ 3] contract for the lowest Phase 1 price.  
 [ 4] MS. BARTIN: Without any commitment on Phase  
 [ 5] 2.  
 [ 6] MR. ROSE: With no commitment on Phase 2.  
 [ 7] MS. BARTIN: Well, if we could take a look  
 [ 8] at the documents, maybe there is something. You  
 [ 9] know, before we --  
 [10] MR. LASSITER: Can we make a motion that, in  
 [11] essence, says that upon legal review, if it's  
 [12] deemed that we're able to award on the lowest  
 [13] Phase 1 bid price, then to allow Ed to continue  
 [14] that after your legal scrutiny, something along  
 [15] those lines? Would that be appropriate?  
 [16] MR. WUELLNER: Sure. And in the event it's  
 [17] not, we'd rebid the project.  
 [18] CHAIRMAN DAVIS: All right. Is that your  
 [19] motion, Mr. Lassiter?  
 [20] MR. LASSITER: I'll make that motion,  
 [21] whatever I said.  
 [22] MR. WATTS: The motion, what you said.  
 [23] CHAIRMAN DAVIS: Do I have a second?  
 [24] MR. WATTS: Second.  
 [25] CHAIRMAN DAVIS: Thank you, Mr. Watts.

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[ 1] there's simply no way to advertise it and get  
 [ 2] bids back in and to you again.  
 [ 3] MR. TAYLOR: So, the bid -- I mean, the  
 [ 4] motion then not only includes awarding it to  
 [ 5] them, but if not -- but if you're going to come  
 [ 6] back with alternatives, we have to look at them,  
 [ 7] don't we?  
 [ 8] MR. WUELLNER: I think she's already  
 [ 9] identified the alternatives, and it's really the  
 [10] crux of Mr. Lassiter's motion. You know, those  
 [11] are your alternatives. The only other  
 [12] alternative that was available was negotiating  
 [13] with the -- with the low bidder as a -- as a  
 [14] total. I don't think that's going to flow.  
 [15] MR. TAYLOR: So, the motion is to grant it  
 [16] if possible; if not, to rebid.  
 [17] MR. WUELLNER: Exactly.  
 [18] MR. LASSITER: Upon legal review. I don't  
 [19] know if I added that in. I would -- I would  
 [20] amend my motion to include, if all else fails,  
 [21] then go out for a rebid.  
 [22] MR. ROSE: Good.  
 [23] CHAIRMAN DAVIS: Yes.  
 [24] MR. RONNING: Mr. Chairman, I'm Scott  
 [25] Ronning with Global Construction.

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[ 1] CHAIRMAN DAVIS: Go ahead.  
 [ 2] MR. RONNING: I have to say something.  
 [ 3] MR. WUELLNER: I can't imagine you wouldn't.  
 [ 4] MR. RONNING: We feel that the -- obviously,  
 [ 5] that we were the appropriate low bidder on the  
 [ 6] project. There was an amendment that was issued  
 [ 7] on the project which specifically states that the  
 [ 8] job would be awarded on a total base bid of the  
 [ 9] project, Phase 1 and Phase 2. It absolutely  
 [10] would affect our bid, had we known that Phase 1  
 [11] only would have been awarded on this project.  
 [12] It also specifically stated that the award  
 [13] of Phase 2 would be made within approximately a  
 [14] nine-month period, not that no funding was  
 [15] available for Phase 2. Had funding not been  
 [16] available for Phase 2 and Phase 1 only, our bid  
 [17] absolutely would have been different.  
 [18] The issue is that a fair public bid was  
 [19] entered. Ten bids were received by the board.  
 [20] We were over 5 percent lower than the lowest  
 [21] total bid on the project, saving this board well  
 [22] over \$150,000.  
 [23] At the end of the day, two years down the  
 [24] road, the board's going to spend more money by  
 [25] not only waiting, but by resoliciting and going

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[ 1] address was what the gentleman's concern was,  
 [ 2] which is to legally review what our options are.  
 [ 3] I don't think that this board can go out and  
 [ 4] award a contract which is based heavily on the  
 [ 5] availability of funds from the state. I -- you  
 [ 6] know, a fiduciary relationship to the county is  
 [ 7] that we do it -- knowingly exercise our best  
 [ 8] judgment, and that would not be my best judgment.  
 [ 9] MR. RONNING: Can I add another issue?  
 [10] CHAIRMAN DAVIS: Sure.  
 [11] MR. RONNING: When we were contacted  
 [12] concerning the issue and talking to James Pearce,  
 [13] if you look at the bid tabulation, the nine or  
 [14] ten items that are on there, I want to explain to  
 [15] the board exactly why there is discrepancy in our  
 [16] second bid than there is in anybody else's.  
 [17] We don't have an issue on a schedule of  
 [18] values, and let's call this -- this bid item a  
 [19] schedule of values, because that's what it is.  
 [20] You specifically identify scopes of work to be  
 [21] completed on the entire project.  
 [22] We often in projects -- and we only do  
 [23] government contracting work, so we deal with this  
 [24] type of an issue a lot. We often will sit with  
 [25] an owner who says, "Scott, I think you've got too

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[ 1] out or awarding to the second bidder at this  
 [ 2] stage. If you plan on awarding to the first  
 [ 3] bidder and going outside the context, we have  
 [ 4] no -- there's no doubt that we will protest that  
 [ 5] type of an award.  
 [ 6] We believe we've done it the right way. We  
 [ 7] believe financially it is prudent for the board  
 [ 8] to award it based on what was said in the  
 [ 9] documents, and we would certainly urge you to  
 [10] reconsider taking a motion until you can talk to  
 [11] counsel.  
 [12] MR. TAYLOR: Very clear.  
 [13] CHAIRMAN DAVIS: Thank you. Gentlemen?  
 [14] MR. TAYLOR: We understood that.  
 [15] CHAIRMAN DAVIS: We still have a motion on  
 [16] the floor and a second on it.  
 [17] MR. TAYLOR: How about somebody having some  
 [18] discussion?  
 [19] CHAIRMAN DAVIS: That's correct.  
 [20] MR. TAYLOR: What do you say next?  
 [21] MR. ROSE: This is one of the issues that  
 [22] Cindy needs to consider.  
 [23] CHAIRMAN DAVIS: Cindy, she needs to  
 [24] consider.  
 [25] MR. LASSITER: I think that in my motion the

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[ 1] much money in concrete. I'm not comfortable  
 [ 2] paying you that much up front on your concrete.  
 [ 3] Move some of your money to the back end of this  
 [ 4] project."  
 [ 5] I'm not willing to negotiate my price on  
 [ 6] Phase 1 and reduce my total contract value. I'm  
 [ 7] willing to reapportion funds from Phase 1 to  
 [ 8] Phase 2 if it makes the board feel more  
 [ 9] comfortable, getting me very close in what I  
 [10] believe -- I brought a tabulation of what I  
 [11] believe will get us very close to the low  
 [12] bidder's number.  
 [13] But at the end of the day, I was the low  
 [14] bidder on the project based on what was put in  
 [15] the documents. And I am willing to sit down and  
 [16] discuss and negotiate with the board to move  
 [17] money from one phase to another.  
 [18] Our desire is to build the job, the entire  
 [19] job for you. I have to provide a bond to do  
 [20] that. We're very comfortable with our bid. I'm  
 [21] very happy to move money from one bid to another  
 [22] as long as it doesn't impact our bottom line of  
 [23] fees and profit. That's what I'm here for. At  
 [24] the end of the day, we have to make a profit on  
 [25] this project.

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[ 1] Specifically, we allowed under this bid,  
 [ 2] because there were so many bid items -- we're a  
 [ 3] Sanford company. We send a person up here. And  
 [ 4] at the end of the day by 3 o'clock, within that  
 [ 5] last 40 minutes, we receive a significant amount  
 [ 6] of bids into our office. And I'm talking in the  
 [ 7] neighborhood of a hundred bids will come in.  
 [ 8] People wait that long. We have to compile all  
 [ 9] those numbers, write it in three times on three  
 [10] separate tab forms, and write in nine numbers and  
 [11] then spell them all out.

[12] In order to help the guy that's sitting up  
 [13] in the field not make a mistake doing that, we  
 [14] leave one bid item open, and any adjustments at  
 [15] the end of the day are put into that one bid  
 [16] item.

[17] That bid item happened to be in Phase 1,  
 [18] because it was the bulk of the project. We had  
 [19] significant increases in our electrical scopes at  
 [20] the end of the day, which added significant money  
 [21] to our bid. That is exactly what transpired in  
 [22] our bid at the end of the day.

[23] CHAIRMAN DAVIS: Thank you, sir. Gentlemen?  
 [24] We still have a motion on the floor to dispense  
 [25] with.

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[ 1] element of that project.

[ 2] As such, we notified Regency that, you know,  
 [ 3] we could proceed through design but no guarantee  
 [ 4] in construction time yet until which time as we  
 [ 5] see the money from Florida DOT.

[ 6] They thought about it over 24 hours and  
 [ 7] called me back and said, "Well, is there a way  
 [ 8] that we could front-end the money?" That is,  
 [ 9] Regency front end the money in the -- so that the  
 [10] project didn't get delayed in constructing it,  
 [11] with the Airport Authority paying back the money  
 [12] at the end with interest. I said, "Well, that's  
 [13] certainly out of my purview to make that decision  
 [14] out of pocket." But there are two things that  
 [15] concern me.

[16] One is, obviously, you enter into a whole  
 [17] different contract relationship with Regency on  
 [18] the project; but, beyond that, you still don't  
 [19] have and you will have no basis that I see right  
 [20] now of remaining eligible under the terms of your  
 [21] grant with Florida DOT for the reimbursement,  
 [22] which means there's a very high probability that  
 [23] anything done between now and ultimate grant  
 [24] resolution at some point may be determined to be  
 [25] ineligible and therefore unable to be reimbursed.

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[ 1] MR. ROSE: I move the question.

[ 2] CHAIRMAN DAVIS: Question. All in favor of  
 [ 3] Mr. Lassiter's motion, signify by aye.

[ 4] MR. ROSE: Aye.

[ 5] MR. TAYLOR: Aye.

[ 6] MR. LASSITER: Aye.

[ 7] MR. WATTS: Aye.

[ 8] CHAIRMAN DAVIS: Aye.

[ 9] And opposed?

[10] (No opposition.)

[11] CHAIRMAN DAVIS: By your vote, you have  
 [12] accepted the motion. Ms. Bartin, we need to know  
 [13] where we stand.

[14] MS. BARTIN: Okay.

[15] CHAIRMAN DAVIS: Mr. Wuellner?

[16] 5.E. - EASTSIDE CORPORATE AREA DEVELOPMENT

[17] MR. WUELLNER: Now, one other item I  
 [18] promised I'd bring up to you. A part of the  
 [19] eastside corporate area development that we've  
 [20] awarded a contract for, part of the design on,  
 [21] involved Regency Aviation extending their hangar  
 [22] dramatically on the back end. It does not look  
 [23] like Florida DOT at this time is in a position to  
 [24] guarantee the funding, at least through July and  
 [25] maybe longer, funding for the actual construction

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[ 1] And when you're talking half the money of this  
 [ 2] project, that could be a significant -- a  
 [ 3] significant matter.

[ 4] But, as I said, I told them that I would  
 [ 5] certainly make it -- bring it to your attention  
 [ 6] as an alternative and get your feelings and  
 [ 7] direction on that and get back to them as soon as  
 [ 8] possible, because they need to make decisions  
 [ 9] relative to expanded space in the short term.

[10] CHAIRMAN DAVIS: Ed, correct me if I'm  
 [11] wrong; maybe I look back at the way bids are  
 [12] worked. First of all, let me say I am totally  
 [13] against up-front money to anyone like that.  
 [14] But --

[15] MR. WUELLNER: It's from them in this case.

[16] CHAIRMAN DAVIS: From them -- from them.  
 [17] Because -- and especially when they talk about  
 [18] interest. But if we did that -- say we did, and  
 [19] they got halfway through before that DOT bid  
 [20] comes in, we may be ineligible or eligible for  
 [21] less, and we are stuck with a bill of paying back  
 [22] a million dollars -- no. Thank you. I just  
 [23] thought I was right. Gentlemen, any discussion?

[24] MR. ROSE: Ed, have you talked to DOT about  
 [25] this?

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[ 1] MR. WUELLNER: Yeah, they've got the same  
 [ 2] issues we do. The dates on the agreements versus  
 [ 3] the contracts let, as you well know --  
 [ 4] MR. ROSE: Yeah.  
 [ 5] MR. WUELLNER: -- need to be in the correct  
 [ 6] chronological order plus have their concurrence  
 [ 7] in all those steps.  
 [ 8] MR. ROSE: Yeah, they don't like --  
 [ 9] MR. WUELLNER: If it were an FAA project,  
 [10] you know, we could do that. Retroactively, that  
 [11] stuff would remain eligible, but DOT does not  
 [12] work that way.  
 [13] MR. ROSE: Yeah. They don't like to do  
 [14] that.  
 [15] MR. WUELLNER: It's in order.  
 [16] MR. ROSE: They have done it in cases, but  
 [17] they're not happy with it.  
 [18] MR. LASSITER: I think that what we find  
 [19] ourself in is if we were in the private sector,  
 [20] we could do this.  
 [21] MR. WUELLNER: Absolutely.  
 [22] MR. LASSITER: We're in the public sector.  
 [23] The -- the best deal going for us is working with  
 [24] FDOT and working on their schedule and keeping  
 [25] them happy. I don't want to go out and tweak

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[ 1] All in favor of rejecting Regency's proposal,  
 [ 2] signify by aye.  
 [ 3] MR. ROSE: Aye.  
 [ 4] MR. TAYLOR: Aye.  
 [ 5] MR. LASSITER: Aye.  
 [ 6] MR. WATTS: Aye.  
 [ 7] CHAIRMAN DAVIS: Aye.  
 [ 8] And opposed?  
 [ 9] (No opposition.)  
 [10] CHAIRMAN DAVIS: You have rejected it.  
 [11] MR. TAYLOR: Mr. Chairman?  
 [12] CHAIRMAN DAVIS: Mr. Taylor.  
 [13] MR. TAYLOR: I need a clarification, if I  
 [14] may, on an issue that we already voted on.  
 [15] We -- concerning the expansion contract  
 [16] award, did we ask the attorney to see if they  
 [17] could bid on Phase 1, and if not, did we give  
 [18] them any other alternatives except rebid?  
 [19] Isn't it possible they might come back and  
 [20] say we reviewed the documents and think you  
 [21] should accept? But that puts us in a problem  
 [22] with accepting a contract on something we have  
 [23] not yet funded. Is that --  
 [24] MR. LASSITER: Exactly.  
 [25] MR. TAYLOR: So, we cannot accept --

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[ 1] them over a deal that gives somebody a little  
 [ 2] extra space on the back deal.  
 [ 3] I think in this case, this is where the  
 [ 4] private side of the private public has to go out  
 [ 5] and work their own problems out and wait for us  
 [ 6] or do what they have to do.  
 [ 7] MR. WUELLNER: Especially in light of what  
 [ 8] we could borrow the money for ourselves, which  
 [ 9] I'm sure would not be an acceptable return on  
 [10] their money.  
 [11] MR. LASSITER: Exactly.  
 [12] MR. WUELLNER: Even if it were --  
 [13] CHAIRMAN DAVIS: Any public comment?  
 [14] (No public comment.)  
 [15] CHAIRMAN DAVIS: Then gentlemen, I have --  
 [16] Ed, do you need -- then I'll make this official  
 [17] so in case they come back. I would entertain a  
 [18] motion that we reject or accept their proposal of  
 [19] the up-front money from anyone.  
 [20] MR. ROSE: Mr. Chairman, I -- I move that we  
 [21] not accept Regency's proposal for the up-front  
 [22] construction costs.  
 [23] CHAIRMAN DAVIS: And a second?  
 [24] MR. LASSITER: Second.  
 [25] CHAIRMAN DAVIS: Thank you, Mr. Lassiter.

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[ 1] MR. LASSITER: We're limited to Phase 1, is  
 [ 2] what we're looking at.  
 [ 3] MR. TAYLOR: Because of the funding. All  
 [ 4] right. I got it.  
 [ 5] CHAIRMAN DAVIS: Anything else, gentlemen?  
 [ 6] Very well. Was that your last item?  
 [ 7] MR. WUELLNER: Yes, sir. Thank you.  
 [ 8] CHAIRMAN DAVIS: Mr. Rose, any reports at  
 [ 9] all?  
 [10] 6. - AUTHORITY MEMBERS  
 [11] MR. ROSE: I have one question. Are our two  
 [12] lame ducks going to be here on the 2nd?  
 [13] MR. TAYLOR: Have to be.  
 [14] CHAIRMAN DAVIS: Yes.  
 [15] MR. ROSE: Then I have no comment now. I'll  
 [16] say goodbye to you on the 2nd.  
 [17] CHAIRMAN DAVIS: Thanks a lot. Mr. Taylor?  
 [18] MR. ROSE: Let me -- I do want to thank the  
 [19] staff, though, for that fine financial report. I  
 [20] think Ed and Pat just --  
 [21] MR. WUELLNER: There's 99 percent of it  
 [22] right over there (indicating).  
 [23] CHAIRMAN DAVIS: Thank you, Mr. Rose.  
 [24] Mr. Taylor?  
 [25] MR. TAYLOR: No comment.

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[ 1] CHAIRMAN DAVIS: Mr. Lassiter?

[ 2] MR. LASSITER: I'd like to reiterate what

[ 3] Bill said. It's difficult to get the kind of

[ 4] audit results out of here with as much as y'all

[ 5] do. So, congratulations. Y'all did a job well

[ 6] done.

[ 7] I also am not going to be in town for this

[ 8] January 2nd meeting. I wish I could, but I've

[ 9] got an obligation already outstanding.

[10] CHAIRMAN DAVIS: We'll miss you. Mr. Watts?

[11] MR. WATTS: I would also like to reiterate

[12] what the other two board members said concerning

[13] the audit. I thought it was excellent, that

[14] y'all did an outstanding job, Ed, your group, and

[15] I'd like to take this time to wish all of you a

[16] very merry Christmas and happy New Year.

[17] CHAIRMAN DAVIS: Thank you, Mr. Watts. My

[18] comment is this: Pat, Ed, you know where we came

[19] from. You know where we came from four years ago

[20] with this audit business, and it is refreshing to

[21] me to see that we turned it around.

[22] It's nice to receive a report that really

[23] has no comments to it, because we know that means

[24] that we're doing something right. So, I thank

[25] you, Pat and Ed, for what you've done, and the

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[ 1] wouldn't go to one in Jacksonville or Daytona.

[ 2] But if it was here in St. Augustine.

[ 3] So, I got an e-mail letter back, and I don't

[ 4] know if I should give it to you, the chairman, or

[ 5] let you pass it to Ed or if you even want to do

[ 6] anything, but the last statement says, "We would

[ 7] be pleased to consider any invitation from

[ 8] Mr. Boyer to speak at an event in St. Augustine

[ 9] hosted by a local aviation organization."

[10] For example -- in other words, because I

[11] asked them, they're not going to do it. So,

[12] could I pass this to you or Mr. Ed and maybe the

[13] board or maybe you could get the Pilots

[14] Association or somebody to see if we could coerce

[15] these guys into coming down here and putting us

[16] on the AOPA map?

[17] CHAIRMAN DAVIS: Sure.

[18] MR. CIRIELLO: I still haven't given up on

[19] that expo that they put on.

[20] CHAIRMAN DAVIS: Thank you, Mr. Ciriello.

[21] Bryan?

[22] MR. COOPER: I would like to make one little

[23] comment about Phil Boyer and his pilot town

[24] meetings.

[25] The last couple of town meetings that he has

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[ 1] staff for getting this thing done out the right

[ 2] way.

[ 3] Are there any public comments on any item?

[ 4] Mr. Ciriello.

[ 5] 7. - PUBLIC COMMENT

[ 6] MR. CIRIELLO: First of all, I want to kind

[ 7] of make a joke. Mr. Davis, during the campaign,

[ 8] I can remember you telling the people about how

[ 9] great everything runs here at the board and how

[10] all the meetings are now about an hour long,

[11] instead of four hours like they used to be. What

[12] happened?

[13] CHAIRMAN DAVIS: The last one.

[14] MR. CIRIELLO: Yeah. My comment is that

[15] I've been in contact with AOPA on occasions,

[16] trying to get them to do some of their services

[17] here at our airport to try to -- not that we need

[18] to be put on the map; this airport's already

[19] pretty famous because of Aero Sport and what.

[20] But the last thing I talked to them about

[21] was Mr. Boyer from AOPA, the president, having

[22] these town meetings for pilots, and he's had many

[23] in Florida, and they're always like in Daytona

[24] and Jacksonville and whatnot. And I -- I wanted

[25] one right here in St. Augustine. You know, I

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[ 1] had here, not here in St. Augustine, but in

[ 2] Jacksonville and Daytona, both times flew in and

[ 3] stayed at this airport. And I overheard a phone

[ 4] conversation back to Washington, D.C., instructed

[ 5] the staff that anytime he had a town meeting

[ 6] within 50, 60 miles of St. Augustine, to book him

[ 7] at the Casa Monica.

[ 8] CHAIRMAN DAVIS: Very good. Any other

[ 9] comment? James?

[10] MR. PEARCE: In way of clarification --

[11] MR. WUELLNER: Get up. Get up.

[12] CHAIRMAN DAVIS: You know where to go.

[13] MR. WUELLNER: Not getting paid by the hour.

[14] MR. PEARCE: In way of clarification on the

[15] award for the terminal expansion, this opinion

[16] from the attorneys coming back at the next board

[17] meeting meaning January the 22nd, or is it going

[18] to be a special board meeting?

[19] CHAIRMAN DAVIS: It's probably sooner.

[20] MS. BARTIN: It was my idea that it would be

[21] sooner. As soon as we could get the documents

[22] and review them and see where we are.

[23] MR. PEARCE: Okay. And then there would be

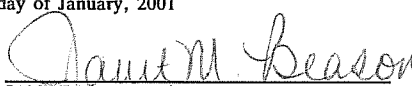
[24] a call for a special meeting.

[25] MR. WUELLNER: Hopefully do something on the

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[ 1] 2nd.  
 [ 2] CHAIRMAN DAVIS: If that's necessary, then  
 [ 3] they could notify me and I'll notify the others.  
 [ 4] MR. PEARCE: I was just unclear on that.  
 [ 5] Thank you.  
 [ 6] CHAIRMAN DAVIS: Anything else? Anyone  
 [ 7] else?  
 [ 8] (No further comments.)  
 [ 9] CHAIRMAN DAVIS: Our organizational meeting  
 [10] will be held Tuesday, January 2nd, 2001, at 4  
 [11] p.m. Our next regular board meeting will be  
 [12] Monday, January 22nd at 4 p.m.  
 [13] For Mr. Ciriello's benefit, yes, we do -- we  
 [14] are running, what, an hour and 15 minutes longer  
 [15] than we normally do, but it takes that for all of  
 [16] the items that we had to cover, including the  
 [17] charter.  
 [18] Thank you for joining us and staying with us  
 [19] until this time. Ladies and gentlemen, this  
 [20] meeting's adjourned.  
 [21] (Whereupon, the meeting adjourned.)  
 [22]  
 [23]  
 [24]  
 [25]

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[ 1] REPORTER'S COURT CERTIFICATE  
 [ 2]  
 [ 3] STATE OF FLORIDA )  
 [ 4] COUNTY OF ST. JOHNS )  
 [ 5]  
 [ 6] I, JANET M. BEASON, RPR-CP, RMR, CRR, certify that I  
 [ 7] was authorized to and did stenographically report the  
 [ 8] foregoing proceedings and that the transcript is a true  
 [ 9] record of my stenographic notes.  
 [10]  
 [11] Dated this 8th day of January, 2001  
 [12]  
 [13]   
 [14] JANET M. BEASON, RPR-CP, RMR, CRR  
 [15] Notary Public - State of Florida  
 [16] My Commission No.: CC 705710  
 [17] Expires: April 30, 2002  
 [18]  
 [19]  
 [20]  
 [21]  
 [22]  
 [23]  
 [24]  
 [25]

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