

ST. JOHNS AIRPORT AUTHORITY

Special Meeting

held in The Conference Center, Meeting Room B

4730 Casa Cola Way

St. Augustine, Florida

on Monday, February 27, 2023

from 2:00 p.m. to 3:06 p.m.

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BOARD MEMBERS PRESENT:

REBA LUDLOW
ROBERT OLSON
MICHELLE CASH-CHAPMAN
DENNIS CLARKE
JENNIFER LIOTTA

* * * * *

ALSO PRESENT:

JEREMIAH R. BLOCKER, Esquire, Douglas Law Firm,
100 Southpark Boulevard, Suite 414, St. Augustine, FL,
32086, General Counsel for Airport Authority.

CHAD S. ROBERTS, ESQUIRE, eDiscovery CoCounsel, pllc,
1633 Challen Avenue, Jacksonville, FL 32205-8511,
Aviation Counsel for Airport Authority.

EDWARD WUELLNER, A.A.E., Executive Director.

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JANET M. BEASON, RPR, RMR, CRR
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DRAFT

1 P R O C E E D I N G S

2 THE COURT: Okay. It's 2 p.m. on February 27.
3 Calling to order the special meeting of the
4 Airport Authority. Please stand for the Pledge.

5 (Pledge of Allegiance).

6 CHAIRMAN OLSON: This is a special meeting, a
7 one-item agenda. The agenda item is a proposed air
8 service from -- by Avelo Airlines, and we're going
9 to hear a presentation on what this presentation is
10 about, and Mr. Wuellner is going to provide it.

11 MS. LIOTTA: A point of order. Do we have an
12 estimate of how long this presentation's going to
13 take?

14 My concern is we have an hour. I think we're
15 going to have a lot of discussion. And if we have
16 most of this taken up by a presentation, we may not
17 be able to get real progress made today, and I
18 think that would be a shame. So how long is this
19 presentation estimated to be?

20 MR. WUELLNER: I have not timed it, but I
21 can't imagine more than ten minutes max.

22 MS. LIOTTA: Okay.

23 MS. LUDLOW: How long?

24 MS. LIOTTA: Ten minutes.

25 CHAIRMAN OLSON: Okay. Mr. Wuellner, please

1 proceed.

2 AIR SERVICE DEVELOPMENT

3 MR. WUELLNER: I'll proceed with this as
4 quickly as I can.

5 I thought it might be prudent to first review
6 quickly some of the air service history here. We
7 began with air service or air carrier at the
8 airport in 2007 with Skybus.

9 Skybus approached us -- we were not actively
10 seeking air service at the time. Skybus approached
11 us as an alternate location for the
12 Northeast Florida region. After much, I would say,
13 conversation and working with the board members, we
14 elected to get into the air service market with
15 Skybus.

16 Skybus was here from 2000 till its event- --
17 2007 till eventual demise in 2008 where it
18 voluntarily entered into bankruptcy due to
19 primarily fuel-related issues that were going on at
20 the time. You may recall in that period, oil had
21 gone to about \$160 a barrel, round numbers. They
22 were ill-prepared to deal with that, but at its
23 peak, they were flying twice-daily flights to
24 Columbus, once daily to Portsmouth, New Hampshire,
25 and once daily to Greensboro, North Carolina.

1 They were also selling flights for Hartford
2 and Richmond at the time they -- they pulled the
3 plug on it. And we were also being told by them
4 that we would be in a position to have likely nine
5 flights a day by the end of that calendar year. So
6 they were -- they were quite pleased with the
7 location per se, had economic -- the economics of
8 air carriers hadn't caught up with them.

9 Following that, Frontier came in in 2014.
10 During the period between, the direction we had
11 from the Airport Authority, "we" being staff, had
12 from there was to -- the public loved the air
13 service, so can we find more.

14 If you recall, from 2009 until about 2013 or
15 '12, the general economics in the U.S. were pretty
16 poor for air service. Very -- you know, rates were
17 through the roof. Fuel was still basically an
18 issue. Carriers were in a gloom and doom mode
19 frankly for the first couple of years of that
20 period. But ultimately we scheduled -- got some
21 success with Frontier. Frontier entered the market
22 in 2014 flying to Trenton, Washington, D.C.,
23 Philadelphia, and Chicago at various periods
24 between 2014 and 2016.

25 2014 also saw ViaAir enter the market. ViaAir

1 initially ent -- began as a Schedule 135 operation.
2 Eventually got their 1 -- full 121 certificate, and
3 began flying the ERJ145, so a 50-seat
4 configuration. And they flew here pretty
5 consistently from 2014 all the way through 2018.

6 They were part of the essential air service
7 mix, meaning part of that route was being
8 subsidized, not the leg to St. Augustine or out of
9 St. Augustine, but the leg between Beckley,
10 West Virginia and Charlotte, North Carolina. The
11 airline was looking for destinations into Florida.
12 The aircraft they were flying had somewhat limited
13 range. We were an ideal fit for them.

14 Since that time, Elite Airways entered the
15 market in '21 flying a combination of CRJ aircraft
16 200s, 700s, and 900 models, and technically is
17 still operating here today, although they have not
18 really been flying for quite a while.

19 I wanted to just quickly -- if I can get the
20 next slide, please. A couple of airline terms.
21 I'm not going to review most of these, but during
22 some of the exchanges I've had with individual
23 members, a couple of terms have come up that are
24 not even on the list. I wanted to just hit those
25 very quickly.

1 One is P-A-X, PAX. That's a re -- you know,
2 basically a shorthand in the airline world for
3 passengers. CPE is the cost per enplanement. So
4 if you across that one, you should have already.
5 And the last one that showed up without a whole lot
6 of definition is a PFC, passenger facility charge.

7 This is actually a, I call it a version of a
8 grant program that you self-fund. It allows
9 airports, if they enter the program with FAA -- and
10 there are a whole lot of rules for this -- but they
11 have the ability to assess outbound passengers a
12 fee that gets built into the ticket price, and that
13 is available for capital projects on the airport
14 that are otherwise AIP-eligible or Airport
15 Improvement Program eligible projects.

16 We do not have a ton of those projects that
17 are already -- that are not already funded or are
18 not -- did not have activity fairly recently, so we
19 are not a participant in that. You -- there are
20 some economies of scale in that program. Unless
21 you have quite a few enplanements, there's not a
22 ton of revenue generated because there is a limit
23 to how much you can actually charge a passenger and
24 pass through there and it's -- it is relatively
25 small.

1 Just a brief review. There are multiple
2 layers of carriers that are out there: The legacy
3 carriers which you're all familiar, the American,
4 United, carriers like that; some low-cost carriers,
5 which tend to include airlines like Allegiant,
6 Spirit, Frontier, Breeze, and Avelo, who are recent
7 entrants in that market; and then of course you get
8 down to regionals and then of course scheduled
9 Part 135 that comes in here.

10 I want to touch base real quickly on the
11 historical approach we've had to air service. I
12 just threw this graphic up here just so you can get
13 a feel for this, but the blue line that's kind of
14 tracing through here is the 90-minute market as it
15 applies to our location.

16 There's a -- an inner yellowish line that kind
17 of trace around here, and that represents a
18 60-minute market. That's a -- kind of a term they
19 use in the airline business to describe where the
20 likely passenger capture area is for your airport,
21 meaning the area where most likely you get
22 passengers from based on time to travel to the
23 airport. Go ahead and give me the next one. Thank
24 you.

25 These couple of -- next couple of slides are

1 actually out of our marketing materials. These are
2 materials that we've used consistently when
3 approaching and talking and meeting with different
4 air carriers over the years.

5 I do want to point out that that whole process
6 is very iterative. It's relationship driven,
7 meaning you -- you effect -- you have in most cases
8 limited amount of time to speak with air carriers.
9 You have to build a relationship with them. You
10 have to sell your community. You have to help them
11 understand why it's a good -- good idea for them to
12 serve your community versus somewhere else, if
13 that's the -- the deal.

14 Our airport, since its inception with air
15 service, so back to 2007, has been a zero-cost
16 airport for carriers. And what that really means
17 is we do not directly assess the carrier for access
18 to the airport and the facilities of the airport.

19 That's a -- that's kind of a different
20 concept. They're very few airports that operate
21 under this model. And it's not because there's
22 anything wrong with it; it's mostly because they're
23 trapped in old agreements, either compensatory in
24 nature or residual in nature.

25 Those are very classic large air -- airport

1 models. They're very very complicated in terms of
2 their administration and all the pieces and parts
3 that go into them.

4 The benefit to a carrier by being in some of
5 those models, in some cases they get input into the
6 capital development program at an airport or get
7 input into the budget process of an airport.

8 The kind of agreements or the method we go
9 about, they have no input into those things. The
10 airport controls those -- those end games, if you
11 will, in terms of development at the airport. The
12 zero-cost CPE includes use of all the necessary
13 facilities to support air service.

14 And those are overcome by the uptick in what I
15 would call the ancillary charges or the charges
16 that come by virtue of the golden goose, if we
17 could view the airline -- I like that analogy
18 because it's fairly simple from our charter that we
19 kind of remember that. But the -- the golden goose
20 mentality is the airport comes to town and lays the
21 golden eggs around the airport in many respects.
22 (Sound interference.) I don't know what happened
23 there.

24 But in any case, by -- by coming here and
25 laying the golden eggs, we get the enhanced

1 benefits of dramatically improved revenue streams
2 from our rental cars and airfield and parking,
3 automobile parking, and that more than offsets the
4 cost of not charging an air carrier. I'm not sure
5 what's going on there.

6 All right. To give you an idea of where we
7 stand, a couple to point out. Jacksonville sits at
8 about almost \$7. \$6.79 per enplanement is what
9 they actually are deriving in revenue or rent from
10 the carrier in a version, and the airport here is
11 at zero cost. So you can see -- these are airports
12 across Florida and you can see that some extreme
13 cases like Miami are up over \$20 a passenger.

14 There's a lot in there. I had an exchange
15 earlier with one of you and I -- I said I'd try to
16 explain it a little bit, but when you look --
17 distill it down to the cost per enplanement, it's
18 really speaking to what all the airport is charging
19 them for added together, if you will, and then
20 divided by the number of people flying outbound
21 from your airport. And that -- when you distill
22 that all the way down, that's the kind of number
23 you end up with.

24 So it could be everything from counter rent,
25 store room rent, office space, landing fees, you

1 name it. All of that is in that mix to eventually
2 get distilled down to a cost per enplanement.

3 Speak briefly about local marketing
4 assistance. The airport has historically
5 participated in -- in marketing with the carrier.
6 This takes a variety of different forms. It's
7 anything from participation in simple things like
8 billboard marketing, online efforts -- I don't
9 pretend to understand all that -- but targeted
10 marketing, you -- every time -- if you notice you
11 go at that -- that pair of shoes or whatever it is
12 online and it follows you across the -- across your
13 web browsing, that's the kind of thing that gets
14 targeted with browsing for travel as it relates to
15 St. Augustine as the kind of marketing that gets
16 done. There's also direct marketing related to
17 e-mail blasts and things like that that we get
18 involved in.

19 We pair typically with the VCB and with the
20 carrier itself. So everybody's got some skin in
21 the game to make it successful or to get the word
22 out that service is available in our community.
23 And that typic- -- that typical level is there
24 based on the number of flights per week.

25 Other kinds of incentives that are out there,

1 I'll leave some of this for Ms. Phillips to talk
2 about if she cares to, but suffice it to say
3 they're the experts in marketing our community; the
4 airport is not. So we rely heavily on partnering
5 with them to get our message and get it paired with
6 the local tourism message so that people have
7 options for accessing our community based on the
8 advertising that's being generally done in the
9 community. The next one, please.

10 All right. This speaks a little bit direct --
11 more directly to the carrier itself. This
12 represents -- I'm sorry it's hard to -- the
13 contrast isn't terrific on this, but the -- this is
14 essentially the cities that are being served by the
15 carrier that's being proposed.

16 So you can see that there -- there's
17 essentially an east coast and a west coast kind of
18 operation the carrier operates under today. I
19 think their plan is longer term to eventually fill
20 in the middle and provide some coast-to-coast
21 connectivity.

22 But, wisely so, this is one of the negative
23 things that Skybus did out of the block, was try to
24 connect the east coast to west coast on a single
25 fare and you -- you effectively tie up an airplane

1 going with two fares and tie up an airplane for an
2 entire day flying east coast to west coast.

3 So you can fly -- you can see the points are
4 relatively close together. So carriers that
5 operate like this can generate multiple fares, same
6 aircraft, some period of time that they might have
7 otherwise just generate a couple. If I could get
8 the next one.

9 Zoomed into the east coast, you can see there
10 are 23 current cities being served by this
11 particular carrier. If we were to approve an
12 agreement at some point, obviously we would be
13 added to that market.

14 The intent over time would be to infill not
15 only new cities, but some of these cities back to
16 St. Augustine at some point. But initially,
17 three -- three bases of operations they have
18 established, that being Wilmington, Delaware,
19 Raleigh-Durham, North Carolina, as well as
20 New Haven, Connecticut at this point, are the
21 routes planned for here.

22 They are a little more than our -- our typical
23 startup does, but we're looking at, as proposed,
24 four weekly departures to New Haven, Connecticut.
25 Wilmington, Delaware would have three-weekly

1 departures, and two weekly departures to
2 Raleigh-Durham. Keeping in mind those are always
3 matched with an arrival. Kind of makes sense.

4 As proposed, they would like to announce
5 service about the first week or so -- excuse me.
6 Come through -- first week or so of -- of March
7 with service beginning in June. And last I heard,
8 it was going to -- would like to be early June.
9 Okay. Next.

10 A couple of the highlights of the contract as
11 it is. First of all, I will point out this is a --
12 this is the same contract we've been using since
13 2007. This is -- there's no new form of contract,
14 nothing that's not been done or -- or tried or has
15 not worked well for us since it started. Whether
16 you like it or not, it has worked well for us.

17 It's an extremely simple contract both to
18 administer, to understand, and it's very simple
19 to -- to -- to work through when we get to issues.
20 Provides of course a start date for the contract.
21 It communicates the nonexclusivity of access to the
22 airport as required under federal law. It confirms
23 within the agreement that we're a zero-cost airport
24 as proposed right now. So --

25 MS. LIOTTA: I'm sorry, Mr. Wuellner. We're

1 over 10 minutes --

2 MR. WUELLNER: Okay.

3 MS. LIOTTA: -- and I actually would really
4 like to hear from our counsel about the contract.

5 MR. WUELLNER: I'll finish up as quick as I
6 can.

7 MS. LIOTTA: So if we could --

8 CHAIRMAN OLSON: Please continue, and as
9 noted, we have --

10 MR. WUELLNER: Puts detail on how the
11 operations are accomplished. Provides the
12 Authority use of their -- of their branding and our
13 marketing, should it be necessary. Sets a baseline
14 for growth and contract changes. Makes them report
15 the passenger activity so that we can see it. Sets
16 insurance and provides for a termination after FAA
17 clauses.

18 And I think that was it. So if you have
19 questions about what's being proposed, you've seen
20 contracts, you've seen other details, so happy
21 to --

22 MS. LIOTTA: I do actually --

23 CHAIRMAN OLSON: Okay.

24 MS. LIOTTA: -- have a couple of questions,
25 since he invited questions.

1 One is, would just like to let -- note for the
2 public that the first time the -- anyone on this
3 Authority has gotten any substantive information
4 about this was the second half of last week.

5 So we're very new to this. I'm personally
6 very excited about the idea of getting Avelo in and
7 looking forward to working with them, and I think
8 this is a great initial start, but I do view it as
9 an initial start.

10 I do have a question -- I guess more of a
11 background housekeeping question. Mr. Wuellner,
12 can you please tell us if the Elite contract has --
13 that has been -- if there's been a -- provided a
14 written notice of termination of that agreement?

15 My understanding is they've -- it's been well
16 over 60 days since they've ceased service. So has
17 there been any kind of written termination by the
18 Authority of that contract?

19 MR. WUELLNER: No, ma'am.

20 MS. LIOTTA: Thank you.

21 MR. WUELLNER: It still remains in force.

22 CHAIRMAN OLSON: Okay. Other questions or
23 comments from the board? Questions for -- about
24 the proposal?

25 MS. LIOTTA: I -- I do, actually, and

1 they're -- they're wide-ranging and actually I
2 think I would like to hear from Chad Roberts, our
3 aviation attorney. He's had a chance to look at
4 the contracts and I think he can -- I'd like to
5 have him give us his assessment --

6 CHAIRMAN OLSON: Okay.

7 MS. LIOTTA: -- of -- of the proposal.

8 CHAIRMAN OLSON: Right. That's an important
9 thing to do, but just now before we even hear from
10 Mr. Roberts, I want to give any other questions
11 that want -- that a board member might want to pose
12 right now before we go to Mr. Roberts.

13 MS. LUDLOW: Well, yes. I -- I couldn't hear
14 you very well, Ed, I'm sorry.

15 So, right now they would go to one stop
16 when -- they would take one stop and then they
17 would add two more? Where the -- the airline,
18 where would they go?

19 MR. WUELLNER: Three -- the three destinations
20 initially.

21 MS. LUDLOW: Okay. But I thought I read where
22 they only had one initially --

23 MR. WUELLNER: No.

24 MS. LUDLOW: -- and the other two were coming.

25 MR. WUELLNER: Well, way back when we were

1 first talking with the Airport Authority last year
2 about this potential, there was a single
3 destination in place.

4 Since that time, their delay, if you will, in
5 implementing service into this community has
6 resulted in their ability to add two additional
7 markets.

8 MS. LUDLOW: Okay. I have it in here. I'll
9 find it.

10 CHAIRMAN OLSON: We --

11 MS. LUDLOW: That's all I have.

12 CHAIRMAN OLSON: So, are you going to find it
13 now or should we go on to --

14 MS. LUDLOW: No.

15 CHAIRMAN OLSON: Okay. We'll go on to --

16 MR. CLARKE: May I ask a question?

17 CHAIRMAN OLSON: Oh, sure. Mr. Clarke.

18 MR. CLARKE: Yeah, thank you.

19 I agree. I think this is -- this is a very
20 important development and I would love to see Avelo
21 come into our airport. However, as Ms. Liotta
22 noted, we only received the total package on Friday
23 afternoon at 4:30. I personally had a family
24 emergency to take care of and I didn't see anything
25 until Sunday afternoon and I have quite a few

1 questions.

2 My concern is, you know, what -- what are
3 the -- the direct costs of providing the service?
4 What are the direct benefits? And the information
5 that's been provided to -- to us, including the
6 contract -- and I also have some questions about
7 some of the terms in the contract. Some of them, I
8 find possibly objectionable.

9 I think we need more time to review this
10 perhaps with our aviation attorney, maybe some
11 other experts. You know, I -- I have a lot of
12 questions that would exceed the time limit that
13 we've imposed for this meeting.

14 I would like to offer the suggestion that we
15 assign a board member perhaps to work with our
16 aviation attorney and Avelo and our executive
17 director to flesh out some of the questions that we
18 all have collectively and come back with answers so
19 that we can -- I mean, we want this to work.

20 We've -- we've known that service has not been
21 perpetuated in the -- in the past. If we bring
22 this carrier in, I'd like to see them here for a
23 long -- for the long term. And if there are
24 changes that we can make to our operation to
25 accommodate them, I would like to see if we -- I

1 don't believe we can act on this today. We just
2 simply have not had the time to digest this.

3 Mr. Wuellner has already said the -- the CPE
4 is a rather complex model, and I would like to
5 understand those details versus the zero-cost model
6 that we're proposing or is being proposed.

7 There is certainly not a zero cost to the
8 air -- aviation authority. And I personally as the
9 treasurer want to make sure that there are no
10 cross-subsidies being provided either by the
11 carrier or for the carrier, you know, by our other
12 tenants at the airport. It has to be a neutral
13 arrangement, in my -- in my personal opinion. So
14 that is my suggestion, Mr. Chairman. Thank you.

15 CHAIRMAN OLSON: Thank you.

16 MS. LUDLOW: Thank you. I'd like to add to
17 that.

18 I totally agree that, you know, we need to
19 have someone on the board assigned to it. I would
20 like to suggest like Jennifer or you, Dennis, as
21 being the most qualified to work with the
22 attorneys. I mean, you know more -- you have
23 more -- a better background and everything than any
24 of the three of us do, and I would like to suggest
25 one of you.

1 CHAIRMAN OLSON: Yeah, I think, you know,
2 that's a good suggestion that the two board members
3 have made. I just want to offer my initial
4 thoughts.

5 I, like others here, have really only had the
6 weekend to look through the materials we had. It
7 prompted me to actually -- it's interesting. It
8 prompted me to actually go online and search for
9 airports that have recently done service agreements
10 with Avelo. There's quite a few because this
11 carrier has been expanding rapidly.

12 It appears, and it's shown in actually
13 Mr. Wuellner's presentation, that it appears their
14 business plan is to locate in small airports
15 adjacent to metro areas where they can market their
16 ultralow cost services into that full market, and
17 that's how they are able to grow and do business.
18 And -- and others of course are doing the same, I
19 guess like Breeze, but they're -- they're very
20 pronounced in what they do.

21 I also have seen and talked to at least one or
22 two airport directors that are saying that
23 they're -- they were very -- they've been very
24 pleased with their initial service from Avelo and
25 that the executives with Avelo are very good to

1 work with. And that's the main feedback I have.

2 I also sent Mr. -- our aviation counsel,
3 Mr. Roberts, a -- a model agreement I pulled off
4 the site that was done with Sarasota year ago. And
5 it's very straightforward. It's very
6 understandable, the arrangement. Of course
7 Sarasota is -- has other carrier service right now.

8 So, Mr. Roberts, did you want to offer any
9 initial --

10 MR. ROBERTS: Happy to.

11 CHAIRMAN OLSON: -- thoughts?

12 MR. ROBERTS: Happy to, Mr. Chairman. Thank
13 you, very much.

14 Just as a housekeeping matter, Board Member
15 Clarke just a few moments ago or just earlier had
16 sent, for the -- for the sake of getting some early
17 questions that he anticipated having just for
18 organizational purposes, had sent to Mr. Wuellner a
19 list of his questions. And he asked that his
20 e-mail be made part of the record today for full
21 disclosure purposes so that there's, you know,
22 complete transparency in his --

23 CHAIRMAN OLSON: Oh, could I interrupt you
24 one?

25 MR. ROBERTS: Yes.

1 CHAIRMAN OLSON: We have another question.

2 Ms. -- did you have a comment or a question?

3 MS. CASH-CHAPMAN: It wasn't necessarily a
4 question. I just wanted to reiterate that I think
5 the headline is perfect. I think that the fine
6 print, however, needs some more careful
7 consideration.

8 It is no secret that when I ran for this
9 position, I was an advocate for local transport.
10 I -- I am a little taken aback at the timeline that
11 we have for this. I'm a little taken aback that I
12 read some news articles that these negotiations
13 have been going on for months and we didn't know
14 what was going on in a lot of them.

15 And so, I think that it would be in our best
16 interest, as the board that is representing this
17 airport and the rest of St. Johns County, that we
18 have more time to really go through these details
19 and really make sure that we are making the best
20 decision, the best long-term decision for our
21 county and for our airport. Because as of right
22 now, charging our passengers more and charging this
23 airline nothing, at first glance, it does not make
24 sense to me.

25 So I know for sure that I need more time

1 before I can -- can make a well-informed decision.
2 And I want to make sure that we all have the
3 opportunity to do our due diligence before we make
4 such a huge commitment. So...

5 CHAIRMAN OLSON: Okay. Thank you. I'm sorry.
6 Go on, Mr. Roberts.

7 MR. ROBERTS: No. So, madam court reporter,
8 I'll hand this along to you here, but it's Mr. --
9 Mr. Clarke's e-mail ahead of time.

10 Let me start with the good news. Let me start
11 with the good news, all right? The good news is
12 there are two interested parties that want to get
13 to a resolution and a yes, right? There are two
14 interested parties looking for the same goal.
15 There's a carrier that wants to provide service
16 here and we are highly motivated for the carrier to
17 provide service here.

18 So, don't be discouraged by my comments and
19 critique of the present posture of the prep --
20 of -- of the form of the proposed agreement, okay?
21 Lawyers are used to working through problems and
22 the -- there's a process and it can seem like a
23 rollercoaster sometimes, but -- but don't be
24 discouraged about my critique of this, all right?

25 Two things in going through just the

1 discussion about this. First -- so, but the point
2 of that is that the underlying dynamics are good
3 when two parties want to get to yes, and that's a
4 good -- that's a good dynamic for getting all these
5 issues worked out.

6 There -- there are two issues that I would
7 like to put on your discussion table that I think
8 kind of dwarf all the others, all right? Two
9 issues that are like an order of magnitude higher
10 than the others that I would like for you to vet,
11 right? And then the rest are sort of lower
12 magnitude issues that can -- that can all be fixed,
13 right?

14 Language in the agreements, harmonizing on the
15 agreements, making sure the terms are narrowed down
16 and don't leave any misunderstandings for the
17 future, those are mechanical things that can be
18 fixed, right? They can be worked through with the
19 carrier.

20 And then I'd like to talk about how you might
21 think this -- we're focused on this particular
22 agreement and this carrier, but -- but also give
23 some thought to moving the chess pieces four moves,
24 five moves, six moves ahead and how this -- how you
25 want this to impact long term the entire community

1 of all the aeronautical service provides here. So
2 let me -- let me talk about the two -- the two big
3 ones that I have the most concern for you for.

4 The first is before you decide, under the
5 present proposal, our employees, our W-2 employees,
6 would be the baggage handlers, terminal agents,
7 ground start unit operators, all that stuff. They
8 would be W-2 employees of -- of the Authority
9 itself.

10 I would hope that before we did that, we
11 exhausted the potential -- and maybe -- maybe it
12 doesn't -- maybe there is no alternative potential.
13 But I would like for you to vet an alternative
14 of -- of having some other service provider do that
15 as a franchise, right, if that's possible. We
16 would never think, for example, of operating the
17 restaurant over in the building. We don't, you
18 know, cook hamburgers and make sandwiches. We'd
19 never think of that, right?

20 And so, while we've done it before, my
21 experience with border -- you know, port
22 authorities in the maritime terminal context,
23 airport authorities, is I hate to see you climb
24 down into the market as a market participant among
25 the other tenants who are also market participants

1 as a service provider yourself, right?

2 The tenants look to you to be a fair and
3 impartial referee, a good steward. You have to
4 make balls and strikes without limited resources.
5 And it -- it just diminishes your stature sometimes
6 when they can second-guess your motivations because
7 you're -- you're one of their direct or indirect
8 market competitors.

9 It's an unhealthy dynamic. It generates
10 conflict. And for people like me, it's what my --
11 makes my phone ring, right? It just does, right?
12 It just makes my phone ring. So I'd love to see
13 you exhaust the alternatives to that if you could.
14 If there's an Authority path -- and the point
15 is, Avelo probably doesn't care, right? Avelo
16 wants their bags loaded and doesn't want to pay for
17 it, right? They don't care who loads your bags,
18 right? So they probably don't care about this, but
19 it is important to us.

20 So, one, I would just hope that you would vet
21 that. And if there is no other alternative, you
22 know that you vetted it and come to the conclusion
23 that your own W-2 employees are going to be having
24 to do weight and balance calculations on a 737, all
25 these other kinds of things that is not our core

1 gig.

2 Your core gig is managing other people that
3 manage that. Your core gig is managing fixed-base
4 operators, managing repair operators, aircraft
5 repair operators, MRO station. So if you can, stay
6 out of that playing field if possible.

7 The second highest order of magnitude concern
8 I have for you under the present proposed structure
9 is -- is that it would contractually require you to
10 satisfy the service levels that the carrier
11 establishes, right? That's either one airplane or
12 two flights or three flights a week or five flights
13 a week or six flights a week.

14 So contractually under the present
15 arrangement, you are contractually obligating
16 yourselves to get that done somehow some way.
17 You're going to pay the -- and it's a real cost,
18 right? It's a real -- it's not free. There are --
19 there are businesses out there that do this for a
20 living, right?

21 So it's a real cost. And so, you are
22 contractually obligating to meet all of those
23 service levels, not only of this carrier, but if
24 another one comes along and wants a "me too"
25 agree -- agreement, a second carrier, you have

1 contractually given control of your pocketbook to
2 third parties with no rails, with no caps, with no
3 pop-off clauses where it says no mas, right? Can't
4 do it anymore.

5 So that's the other structural concern I have
6 for you about as it's presently structured, and
7 those are the two high-level things that I think
8 need to be addressed and vetted.

9 We -- we -- I can imagine ways of going to the
10 carrier, I -- and maybe they've already been done.
11 I don't know, right? But -- but one alternative
12 would be to go to the carrier and say, look, you're
13 going to all of these other cities, you have
14 service, ground service providers. Con -- option
15 one could be, do you want to bring your favorite
16 one, one that's already plugged into you, one
17 that's already tuned in to your procedures and
18 gives you the best service? We'll -- we'll make
19 another problem how we subsidize the value of that
20 to you and make it a no-cost proposition. We
21 can -- we can make that a different problem to work
22 that we can just solve with dollars. But that
23 would be one.

24 Another one would be to do an RFQ for this
25 kind of service potentially. And, you know, we are

1 triangulated with communities of ground service
2 providers; Jacksonville, Daytona, Orlando. There's
3 a healthy community of those service providers.
4 Perhaps there's someone in our community here that
5 would like to do that franchise and that provision.
6 We know -- you know, that could be here already.

7 So I would -- it would be swell to exhaust
8 that and run that to ground. And then to have a
9 way that you don't have unlimited exposure of --
10 that would come from success, ironically, right?

11 Military folks have a concern they call
12 catastrophic success where, you know, you have a
13 90-day plan to get to Baghdad and on day 3, you
14 realize you're the mayor of Baghdad and you've got
15 70,000 POWs you have to feed.

16 It just -- if the plan works, your -- your
17 expenditure grows. And as presently structured,
18 you do not have a revenue source that scales
19 proportionately to your costs and expenditures. So
20 the concern is, without that structure in place,
21 the more you grow, the more of an economic burden
22 it becomes that's not matched or balanced by any
23 other revenue source. So those are the two biggies
24 I hope you put on the -- the discussion.

25 The other things, I'll summarize them. The

1 way it's structured is there's kind of a master
2 service agreement they want you to sign first, and
3 then once you sign that, it says, and then once
4 your -- once you're into this one, we're going to
5 give you the one that has all your specifications
6 for ground handling services.

7 I would suggest that all these things, one --
8 all -- both agreements, it -- it's a second
9 agreement with a -- with an attachment, but all
10 these things should probably be harmonized; the
11 same clauses, the same termination agreements, the
12 same other things.

13 And -- and there are a lot of these terms in
14 here that probably statutorily you cannot agree to,
15 right? You can't agree to secrecy, right? You
16 can't -- if they have a -- if they have a big
17 accident out on the tarmac and they want you to
18 maintain confidentiality about it, you can't,
19 right? You can't.

20 If -- if -- if you fail to perform under the
21 agreement, they want to be able to bring a lawsuit
22 in Dallas, Texas, okay? You're a Florida political
23 body. You can't let some Texas judge decide
24 whether you owe money to them out there, right?

25 We call that home cooking, by the way, when --

1 when you say how's your day going? And it's not
2 too good, my client's getting some home cooking out
3 in Texas because they signed a venue clause to go
4 out there.

5 So there are a lot of little things like that
6 that you probably statutorily can't agree to in its
7 present form. Those can get worked out.

8 You do not have an escape clause as presently
9 drafted. There is no 30-day go home free clause,
10 right? It's only for cause. So, don't -- don't
11 think that if things were two years from now to be
12 really upside down and -- and this is turning out
13 to be not a well-structured arrangement that we
14 might have gotten ourselves into, there -- there's
15 no untangling from it.

16 As -- as long as the carrier performs, you
17 have to perform, right? So -- so don't -- don't
18 plan in its present form on being able to just send
19 a 30-day notice letter and -- and let's call it a
20 day because I don't see that language operating as
21 it's presently constituted.

22 Even if there were a 30-day send you a letter
23 go home agreement, if there are concerns that we
24 have about risks that we -- we can anticipate
25 today, the proper way to do it is to address them

1 in the agreement ahead of time. That's the proper
2 way to do it. Not to say, well, if things get too
3 bad, we'll just execute the 30-day punch-out
4 clause.

5 Having only a nuclear option to renegotiate a
6 bad deal is not a great option because they'll call
7 your bluff and you will likely blink, right? When
8 there's service here, they've sold 4,000 tickets,
9 there's 2,000 family vacations on the line and your
10 only option is to say, we're going to quit doing
11 this on day 31, their attitude is going to be we're
12 going to be here day 31; we expect you to be here.
13 We'll probably decide you need to be there. So
14 it's not a good -- it's not a good option.

15 So I think it needs work. It's still --
16 there's still a path to yes, right? There --
17 there's still a path to get to yes. It needs some
18 work. We need to have these frank discussions with
19 Avelo.

20 A lot of thing -- a lot of times the things
21 that are critically important to us they don't care
22 about. They're like, yeah, you know, you want your
23 folks to wear blue shirts because it matches the
24 color of your airplane, that's fine. We don't care
25 about that, right?

1 They'll have things like that, we'll have
2 things like that, and then we may be down to the
3 hard nut of how do we make it structured
4 economically so that it works for them, that
5 protects the Authority's public money coffers and
6 protects the risk that they want to take as well?

7 So, a path forward, we just need a little work
8 with Avelo left on this, number one. And number
9 two, I want you to think about, you know, what
10 happens if somebody else knocks on our door and
11 says I'd like to have that ground handling
12 agreement? I'm -- I'm an aeronautical service
13 provider. I'd like to do that.

14 Are we prepared to have, you know, other folks
15 be able to do this if we -- if we grow to that
16 place? How this plays out in the long-term picture
17 of your relationship with all the other
18 stakeholders presents a lot of important issues.

19 Those are I think enough for me to tell you
20 that professionally, in my opinion, today's not the
21 day to pull the trigger yes or no yet. It's just
22 not soup yet. But -- but we'll work on it. We'll
23 work on it for you and we'll keep the process
24 moving.

25 I understand there's a timeline, and -- and we

1 can take up with -- with folks on how to get that.
2 But I think you've got the tone and tenor of it,
3 which is still have work -- work left to do. But
4 it -- it's a very good dynamic setup for us all to
5 get to yes.

6 CHAIRMAN OLSON: Mr. Roberts, thank you. What
7 you quoted right towards the end of your remarks, a
8 little work, do you have any sense -- and I know --

9 MR. ROBERTS: Yeah.

10 CHAIRMAN OLSON: -- that you can't -- as to
11 the time frame that we can work to given that --
12 given what you've described?

13 MR. ROBERTS: It -- there's -- I won't sugar
14 coat it. There's -- there's quite a bit of work
15 left to do.

16 It's usually the kind of thing where clients
17 take their lawyers and they lock them in a room and
18 tell them can't come in and they get it all --
19 until they get it all worked out. It's that kind
20 of process. Really need to not be where we're
21 e-mailing things back and forth.

22 Probably under the timelines, I would suggest
23 that it might be a thing for literally people to
24 sit in the same room at the same time and make
25 realtime decisions and draft realtime proposals for

1 it.

2 So it -- March 9th timeline would be extremely
3 ambitious, but we need to find out from Avelo what
4 their needs are. I -- I get it that you start have
5 to -- you have to start making noise in the
6 marketplace before service starts, I get that, and
7 that they want to start making that noise as early
8 as possible and start selling tickets as early as
9 possible.

10 But I think the real answer to your question
11 will be let us maybe talk to our colleagues on the
12 other side of the table on the work that's left to
13 do so that they understand what our needs are that
14 remain and -- and get a measure of what their more
15 critical items are and set a plan up to working
16 through these things.

17 CHAIRMAN OLSON: Okay. And we have -- we have
18 two scheduled Authority meetings in March, of
19 course, if there was a need. I guess we -- we need
20 advance time to schedule additional, but those are
21 two dates in March that they're being -- the 27th,
22 I think.

23 So, the other thing that has just been
24 discussed and suggested by two board members is
25 having a board person be involved with work in this

1 process. Seems especially a good idea at a time
2 when we're going through a management transition,
3 also.

4 And is there -- is there interest in a board
5 person being engaged in this also and being able to
6 report back to our board and -- and to work on this
7 and help it move forward?

8 MS. LUDLOW: Well, I think number one, Avelo,
9 with their March 9th announcement, you know, I
10 think that's probably going to have to be put back.

11 And I have a letter from Avelo right here that
12 said typically the board has had been informed as
13 these negotiations go along, and the board has not
14 been in. In fact, we just got our notice at 4:30
15 on Friday. So I would think those two things, yes,
16 I agree, working with Avelo, but then they should
17 not push us into something that we don't want and
18 we have not had time to go over.

19 So I agree putting somebody on the agenda
20 board with them to work together. I think it would
21 be worked out much faster and much better than --
22 and time is of essence, but I don't see how.

23 And according to Avelo themselves, they said
24 they had no idea the board was not informed. So I
25 think they should be amenable to pushing back their

1 announcement.

2 CHAIRMAN OLSON: Other comments or suggestions
3 about path forward or --

4 MS. LIOTTA: Well, I agree it's a good idea to
5 try to accommodate Avelo, work through these
6 issues, get to a yes that's a win-win for
7 everybody.

8 I do agree that that's going to be intensive
9 and the best way to do it's -- I -- would be to
10 have one person from the board who's delegated to
11 work with counsel and have those talks with Avelo
12 and try to sort through it as fast as possible and
13 come back to the board with a recommendation for a
14 final form of agreement.

15 I think that's possible in March, I do
16 actually. And I think Dennis would be a great
17 choice. I'd be happy to do it if that was the
18 board's consensus as well.

19 I think with Dennis' financial background,
20 that would be very useful. And I'm an attorney
21 who's used to doing some big deals on short notice
22 if I have to. So I understand what that process
23 looks like and can certainly work effectively with
24 counsel if need be.

25 CHAIRMAN OLSON: And unfortunately, I guess we

1 can't have two people. I'm wondering who has more
2 time and flexibility so they can -- I mean, is that
3 a factor for you two? I mean, those two are great
4 suggestions.

5 MS. CASH-CHAPMAN: Should we ask Dennis first
6 if he's interested in doing it before we just tell
7 him he's interested?

8 MS. LIOTTA: He gets voluntold.

9 MS. LUDLOW: We have these questions --

10 MR. CLARKE: Been voluntold. Been voluntold.
11 Yeah, I am interested.

12 MS. CASH-CHAPMAN: Okay.

13 MR. CLARKE: Question for counsel. Would you
14 be able to work with one us at a time?

15 MR. ROBERTS: We can work with two of you.

16 MR. CLARKE: Oh, you can? Okay.

17 MR. ROBERTS: Well, I'll subject -- well, see,
18 I don't know. But let Jeremy vet that.

19 MS. LUDLOW: I'm so sorry you guys have to
20 share. That's embarrassing.

21 MR. ROBERTS: Unless it was a subcommittee.

22 MR. BLOCKER: No, that's -- that's no worries
23 at all.

24 If there were two board members that were on
25 there, that would potentially trigger, it would

1 trigger Sunshine issues, so the recommendation
2 would be to not do that. Unless we, just based on
3 the timelines that we're dealing with here -- and
4 just to -- just to reiterate again, the board has
5 full discretion to take the time necessary to make
6 sure that they're reaching the best possible deal
7 for the Authority and for the community.

8 Time is of the essence in this, but if we're
9 looking to expedite it and reach an agreement, then
10 I would recommend one board member, having that
11 board member work with counsel and with the parties
12 involved and try to reach a conclusion.

13 CHAIRMAN OLSON: Okay. Okay. You want to
14 draw straws or what?

15 MR. CLARKE: I'm okay with it. I'm happy to
16 volunteer for that service. I have more
17 flexibility I think because I am --

18 MS. LUDLOW: Can't hear.

19 MR. CLARKE: -- semi-retired, so my schedule's
20 a little more flexible perhaps than Jennifer's,
21 although I defer to your wishes.

22 MS. LIOTTA: I think it'd be great if you
23 could do it, Dennis. I think you'll -- you ask
24 really good questions at meetings about the fiscal
25 impact and get to the -- get to the heart of some

1 of the -- the really complicated issues that we're
2 dealing with. So, yeah, that would be great.
3 Thank you.

4 MR. CLARKE: Thank you.

5 CHAIRMAN OLSON: Okay. Thank you, Dennis.

6 And, you know, please watch for the -- the
7 upside, also. We want to hear about that, as long
8 as it's realistic, because apparently this -- these
9 relationships, if they're -- they work well, can
10 turn into profitability for airports, airports make
11 good revenue out of parking and car rental and
12 there's flights coming in and out.

13 MS. LIOTTA: There -- there is one item that
14 we may want to take up that will help enable Dennis
15 and counsel to get to a deal, I think, that is
16 terminating the Elite contract.

17 I would hate to see that a contract that's
18 kicking around that's not really being used having
19 any kind of blocking issues for us getting to a
20 win-win with Avelo who's a real carrier looking to
21 do real service with us.

22 I understand that it might be an issue, so I
23 think we should move to have that -- that
24 terminated.

25 CHAIRMAN OLSON: Is there a downside? I mean,

1 is there any downside to acting on a termination?
2 I guess that -- that's a question.

3 MS. LIOTTA: Well, if they were to come -- I
4 don't personally see one. They could always come
5 back to reengage. But right now, having that
6 contract sitting there not being executed upon, my
7 understanding is could cause complications for
8 getting Avelo in and in a way that's going to be
9 sustainable for us, which I think is very important
10 for us to do.

11 MS. LUDLOW: So we should go back to like a --
12 to renegotiate the contract.

13 MS. LIOTTA: No, no. Just terminate it.

14 MS. LUDLOW: Terminate it.

15 MS. LIOTTA: Just sending them a letter.

16 MS. LUDLOW: Right. Okay. Because we did
17 have a draft, then -- and obviously the way it is
18 now, it's not going to work.

19 MS. LIOTTA: Oh, yeah. This -- this wouldn't
20 be for the Avelo contract; this would be
21 terminating the old Elite contract that's -- where
22 they're not doing anything, there's no service.

23 MS. LUDLOW: Okay.

24 MS. LIOTTA: But technically it's still kind
25 of sitting there like a zombie. I think we just

1 need to wrap that up.

2 MS. LUDLOW: Agree.

3 CHAIRMAN OLSON: Any other discussion right
4 now? I'm going to ask -- oh, you, go ahead.

5 MR. BLOCKER: Thank you, Mr. Chairman. If we
6 could just go back just briefly and have a formal
7 motion and a second.

8 CHAIRMAN OLSON: That's what I was going to
9 ask about that. So the first -- that's -- that
10 formal motion relates to a board member taking the
11 lead and working with Mr. Roberts.

12 MR. BLOCKER: That's correct, sir.

13 CHAIRMAN OLSON: Is there a motion someone?

14 MS. LUDLOW: I make a motion that the board
15 appoint a board member to work with legal counsel
16 on resolving the issues.

17 CHAIRMAN OLSON: Okay. A second to that
18 motion?

19 MS. LIOTTA: I second, and would like to
20 clarify. I think we're all suggesting that the
21 motion be to appoint Dennis Clarke to work with
22 outside counsel to engage with Avelo to work on the
23 service -- scheduled service contract.

24 MS. LUDLOW: Right. And your second.

25 CHAIRMAN OLSON: Okay. So we have a motion

1 and a second. We now need -- and any more board
2 discussion? Then we ask for any public comment on
3 the matter. So any other board discussion?

4 (None.)

5 CHAIRMAN OLSON: Okay. We'll have public
6 comment on this before we take action. Mr. Topp.

7 PUBLIC COMMENT - GENERAL

8 MR. TOPP: I'll defer. I think that I've
9 heard what I needed to hear.

10 CHAIRMAN OLSON: Mr. Topp defers. Let's see.
11 These are all -- Mr. Riera.

12 MR. RIERA: I will defer as well.

13 CHAIRMAN OLSON: Okay, Mr. Riera. Okay.
14 Okay. Mr. Wiseman?

15 MR. WISEMAN: Good afternoon. Thank the board
16 for allowing me to comment. Craig Wiseman,
17 407 Maralinda Drive, a 17-year property owner in
18 St. Johns County and happy tenant of the
19 North Florida Regional Airport.

20 A couple of things simply. We -- we saw the
21 litany of failure of air carrier service at this
22 airport, and I've experienced it all, the
23 excitement, booking a flight, airline not going to
24 fly it.

25 I would think that it would be instructive if

1 the board would do some type of after-action
2 analysis on all those and see if there's a common
3 cause why this didn't work before.

4 It didn't work. And, you know, there's a --
5 without being too flip, there's a saying that if
6 you keep repeating the same -- you know, what's the
7 definition of insanity? I think we all know what
8 that is. So that would be one -- one suggestion or
9 comment to the board: Why didn't this work before
10 and are we doing the same thing wrong again?

11 Second of all, as a business person at least
12 in a former life, I would hope someone does a
13 little bit of a work with Excel and does a
14 sensitivity analysis on how much parking and rental
15 car revenue it takes to offset the cost of the
16 baggage handle -- handlers, claim, all the things
17 that you would be providing, the Authority would be
18 providing to this carrier. I have no idea whether
19 we would have to have a thousand cars rented a week
20 or ten. And it's -- it's not a hard exercise.
21 And -- and so, those are my comments. Thank you
22 for allowing me to address the board.

23 CHAIRMAN OLSON: Thank you.

24 MS. LUDLOW: Thank you, Craig.

25 MS. LIOTTA: Thank you.

1 CHAIRMAN OLSON: Ms. Wuellner.

2 MS. WUELLNER: Good afternoon. Thank you for
3 letting me address you.

4 I just, as a -- someone who's had the awesome
5 experience of flying on all four of those airlines
6 and experiencing the excitement in the community,
7 I'm in the education field and I will say that bar
8 none, people are excited about having air carrier
9 service that is close by, that's easy to access,
10 and that they can use readily. So I'm excited that
11 you're considering looking forward.

12 I would ask that you make sure that there's no
13 other reasons that you would consider halting
14 moving forward; that your goal and focus is really
15 to make the best situation and not to find ways to
16 delay this so that other actions and activities can
17 occur.

18 I mean, I've read minutes and I see that
19 there's a big focus on hangars and things like
20 that. And, you know, I'm a math person so I've
21 done some crunching of numbers, but your hangar
22 activities affect .19 percent of the population if
23 you look at the number of hangars and think about
24 four people per hangar, just like a family of four,
25 as opposed to the number of people that would have

1 the opportunity to partake in the airlines and that
2 have in the past and with much excitement.

3 So I would just ask that you -- as you move
4 forward, that you really consider the whole impact
5 beyond just impact that occurs to the people that
6 are maybe living on the airport as far as like what
7 they do, because I know that many of you ran on the
8 we're friends of the community and the airport to
9 make sure that this met the needs of everybody.

10 So I would ask that you really put that --
11 your -- your actions behind your words and that you
12 make sure that this is something that benefits the
13 majority of the people in this community. Thank
14 you.

15 CHAIRMAN OLSON: Thank you. I don't see any
16 other comments. Are we ready to vote?

17 MR. TOPP: You know what? I do have -- I do
18 have something else.

19 CHAIRMAN OLSON: Oh, Mr. Topp. Okay.

20 MR. TOPP: Is it okay.

21 CHAIRMAN OLSON: Yes, go ahead.

22 MR. TOPP: Sorry. Yeah, Jaime Topp,
23 6119 Old Dixie Drive. I live here in
24 St. Augustine.

25 Having not only being an airline pilot, excuse

1 me, but being in management for the airlines, the
2 counsel is wise to say what he said. There's a lot
3 of safety concerns. There's things that have to be
4 done by the rampie, what we call rampies, right?

5 Fueling and baggage handling and the people
6 sitting behind the counter taking the tickets, all
7 of those things, I haven't seen the agreement, but
8 is there anything in there that says that the
9 airline has to provide the training at no cost and
10 to cert- -- certify that they are qualified to do
11 the job and do continual education? So to the
12 point of hiring an outside firm to do this is not a
13 bad idea, but we don't have the training here, and
14 there's a lot to that, okay? It's not just
15 throwing bags in an airplane.

16 And then I heard something about weight and
17 balance on the 737. There's the captain's
18 responsibility, yes. And then you -- so you have
19 to have a dispatch license in order to do that. So
20 whoever's doing that for us is going to have to be
21 certified as a dispatcher with the FAA, all right?
22 It's not just somebody sitting there with a
23 spreadsheet and writing it down. It's a
24 certification, okay?

25 That's all I have. Thank you.

1 CHAIRMAN OLSON: Thank you. Okay. So --

2 MS. LUDLOW: I was hoping Dennis had a comment
3 on the spreadsheet and the cost -- you know, how to
4 keep track of the costs for the airport and/or
5 another company because he's already outlined --

6 MR. CLARKE: Well --

7 MS. LUDLOW: -- that in his questions.

8 MR. CLARKE: Yeah, I think there's -- there's
9 a couple of aspects to this.

10 I mean, we have to -- there is going to be
11 some direct benefit to the airport or to the
12 Authority in terms of revenue, whether it's from
13 rental cars or an embarkation tax or whatever that
14 is. And there's definitely going to be some
15 out-of-pocket costs to the airport.

16 There's going to be some marginal costs of the
17 utility service to the terminal. There's going to
18 have the hiring of the -- the county fire
19 department to, you know, be present at the time
20 when the aircraft are arriving and departing. And
21 that has a real dollar cost.

22 And we're -- part of what I anticipate to --
23 you know, in working with Mr. Roberts will be to
24 confirm those numbers, provide an analysis to the
25 board to show what that impact is on the

1 Authority's income statement. And we'll have to
2 make sure that the -- what the assertions are at
3 this meeting are true and that the -- the benefits
4 to the airport will exceed the costs. And you
5 know, that -- that's part of it.

6 The other aspect is just the contractual
7 arrangement with the air carrier itself. I -- I
8 think what I see maybe, Mr. Roberts, as a vision,
9 is that we can become a -- or a providing model for
10 other carriers to approach us.

11 If somebody -- another carriers comes up and
12 says, hey, I want the same deal as Avelo, we can
13 say, well, sure, we'll be happy to accommodate and
14 we will be able to accommodate you. So that is --
15 that's going to be another outcome of this
16 exercise, I believe, and -- and we'll endeavor to
17 get it done as rapidly as we can. Thank you.

18 CHAIRMAN OLSON: Okay. We have a motion on
19 the floor. We've heard comments. All in favor of
20 the motion, the motion to ask for more work by
21 Mr. Roberts and with -- and engaging Board Member
22 Clarke in an effort to move this forward in a
23 timetable that meets Avelo's needs, all in favor?

24 MS. LUDLOW: Aye.

25 MS. LIOTTA: Aye.

1 MS. CASH-CHAPMAN: Aye.

2 MR. CLARKE: Aye.

3 CHAIRMAN OLSON: Aye. Opposed?

4 (None.)

5 CHAIRMAN OLSON: Motion -- motion carries.

6 Okay.

7 MS. LIOTTA: I -- I know we're a little bit
8 over, but maybe we can get this one in.

9 I'd also like to make a motion that the
10 Airport Authority send a written notice of
11 termination for the Elite contract.

12 CHAIRMAN OLSON: Mr. Counsel, can we act on
13 other items other than the Avelo one today?

14 MS. LIOTTA: My understanding was that the
15 topic notice was air service more generally, not
16 just one contract.

17 CHAIRMAN OLSON: I just was asking to make
18 sure.

19 MR. BLOCKER: That's -- that's correct,
20 Mr. Chairman. Based on the notification that was
21 to the public, this is a reasonable component of
22 that conversation.

23 CHAIRMAN OLSON: Okay.

24 MS. CASH-CHAPMAN: I second that motion.

25 CHAIRMAN OLSON: Motion made and seconded.

1 Discussion by the board?

2 (None.)

3 CHAIRMAN OLSON: Public comment?

4 (None.)

5 CHAIRMAN OLSON: No public comment. All in
6 favor?

7 MS. LUDLOW: Aye.

8 MS. LIOTTA: Aye.

9 MS. CASH-CHAPMAN: Aye.

10 MR. CLARKE: Aye.

11 CHAIRMAN OLSON: Aye. Opposed?

12 (None.)

13 CHAIRMAN OLSON: Motion carried.

14 MS. LIOTTA: Thank you.

15 CHAIRMAN OLSON: Okay. We are -- let's see.

16 At special meetings, do we do general public
17 comment or not before we adjourn? I want to make
18 sure.

19 MR. BLOCKER: Mr. Chairman, it's not required,
20 but the board if it wishes may allow it, but
21 there's no requirement.

22 CHAIRMAN OLSON: Okay. I will just ask for
23 any general public comment today before we adjourn
24 this meeting. One -- one person. Go ahead.

25 MR. GORMAN: I have to take this off of here

1 or I'll fall.

2 I was going to say a lot, but I'm not going to
3 hold back on that. I just -- one thing that's not
4 clear to me and I'd like to get it cleared, it
5 sounds like nagging, but has this board ever
6 been -- because most of the board is new, have they
7 been completely and perfectly briefed on the
8 nuances of the Sunshine Law and the repercussions
9 of breaking it and actually how to abide by it?

10 I don't know if that's been done or not. Like
11 I said, it sounds like nagging, but I'm just
12 curious if that's been done.

13 CHAIRMAN OLSON: We've not had a board
14 briefing as a board that I can recall since I've
15 served on this board. The answer I believe is no,
16 to your question.

17 MR. GORMAN: All right. Thank you. You know,
18 I think you've done a good job right now --

19 MS. CASH-CHAPMAN: We all have --

20 MR. GORMAN: -- as far as discussing this.

21 MS. CASH-CHAPMAN: We have all been provided
22 the documentation -- at least I know I have been
23 provided the documentation so that we could go
24 through it ourselves for the Sunshine Law. So it
25 hasn't been a you're off on your own.

1 MS. LIOTTA: Yeah, but they're --

2 MR. GORMAN: I would like to --

3 MS. CASH-CHAPMAN: But we haven't had a formal
4 training necessarily.

5 MR. GORMAN: Exactly. I just wanted to know
6 if that has ever been done, because of course it
7 was done when I was on this board previously. You
8 know, I was just curious. Like I said, it sound
9 like nagging, but if it's done in public, then you
10 have a public record of the fact that this thing
11 has been done. That's all. It protects the board,
12 too.

13 All right. Thank you. That's all.

14 CHAIRMAN OLSON: Thank you. That -- that I
15 believe personally is a good suggestion. It is
16 done as matter of practice by -- at county boards.

17 I've been -- I've served on a county board,
18 Cultural Resources Review Board, and in my time, we
19 had I believe a briefing every time there was new
20 board members coming on, at least like once every
21 two years. I believe -- does anyone have any
22 objection to us scheduling a --

23 MS. LUDLOW: Well, I feel like, you know, we
24 all have had experience with Sunshine Law. And
25 having legal counsel on our board is definitely an

1 asset and she keeps us in line. So, yeah, if there
2 is -- I mean, I listen to YouTube, so...

3 CHAIRMAN OLSON: And of course Sunshine
4 applies to not only the conduct of meetings, but
5 everything else as we do between meetings. So,
6 thank you. Okay.

7 MS. LUDLOW: Thanks, Jack.

8 CHAIRMAN OLSON: Okay. There being no further
9 business, this special meeting is adjourned.

10 (Meeting adjourned at 3:06 p.m.)

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12 DRAFT
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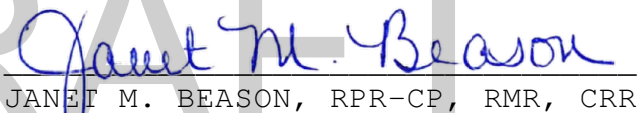
REPORTER'S CERTIFICATE

STATE OF FLORIDA)

COUNTY OF ST. JOHNS)

I, JANET M. BEASON, RPR-CP, RMR, CRR, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true record of my stenographic notes.

Dated this 12th day of March, 2023.


JANET M. BEASON, RPR-CP, RMR, CRR

CHAIRMAN OLSON: [56] 3/6 3/25 16/8 16/23 17/22 18/6 18/8 19/10 19/12 19/15 19/17 21/15 22/1 23/11 23/23 24/1 25/5 36/6 36/10 37/17 39/2 39/25 41/13 42/5 42/25 44/3 44/8 44/13 44/17 44/25 45/5 45/10 45/13 46/23 47/1 48/15 48/19 48/21 50/1 51/18 52/3 52/5 52/12 52/17 52/23 52/25 53/3 53/5 53/11 53/13 53/15 53/22 54/13 55/14 56/3 56/8 MR. BLOCKER: [5] 40/22 44/5 44/12 52/19 53/19 MR. CLARKE: [12] 19/16 19/18 40/10 40/13 40/16 41/15 41/19 42/4 50/6 50/8 52/2 53/10 MR. GORMAN: [5] 53/25 54/17 54/20 55/2 55/5 MR. RIERA: [1] 45/12 MR. ROBERTS: [9] 23/10 23/12 23/25 25/7 36/9 36/13 40/15 40/17 40/21 MR. TOPP: [4] 45/8 48/17 48/20 48/22 MR. WISEMAN: [1] 45/15 MR. WUELLNER: [10] 3/20 4/3 16/2 16/5 16/10 17/19 17/21 18/19 18/23 18/25 MS. CASH-CHAPMAN: [9] 24/3 40/5 40/12 52/1 52/24 53/9 54/19 54/21 55/3 MS. LIOTTA: [28] 3/11 3/22 3/24 15/25 16/3 16/7 16/22 16/24 17/20 17/25 18/7 39/4 40/8 41/22 42/13 43/3 43/13 43/15 43/19 43/24 44/19 46/25 51/25 52/7 52/14 53/8 53/14 55/1 MS. 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Chad Roberts

From: Dennis Clarke <d.clarke@flynf.org>
Sent: Monday, February 27, 2023 10:45 AM
To: Edward R. Wuellner
Cc: Robert Olson; Reba Ludlow; Jennifer Liotta; Michelle Cash-Chapman; Dennis Clarke; Charlie Douglas; Jeremiah Blocker; Chad Roberts; Kevin C. Harvey; Cindy K. Hollingsworth; Lyndsey McAllaster; Janet Beason
Subject: Re: Special Meeting Agenda 022723

Mr Wuellner,

Thank you for the clarification.

1. I specifically requested the number of arriving flights and arriving passengers and the number of arriving flights and passengers during the service periods. The reason for that request is to see the historical record of demand for commercial services and to shed light on why those carriers entered and exited the Saint Augustine market.
2. My question is to determine the actual out-of-pocket, marginal cost that will be borne by the Authority to provide the services enumerated in the Agreement for Air Services, not the marketing aspects, or the nebulous concept of **Zero Cost** anything.
3. If CPE is a complicated exercise, then I, for one, want to see the details.
4. OK - found UST under IATA.
5. OK - the graphic is not very intuitive. Perhaps it can be revised for clarity and understanding.
6. OK - I look forward to hearing their presentation.
7. My philosophy is grounded in the "utility model" whereby charges for service are derived from the actual costs to serve the various classes of customers, i.e., commercial, air carriers, airside aeronautical, non-aeronautical, personal (t-hangar tenants), etc. Anything other than unintentional or de minimus cross subsidies must be avoided. However, this can only be assured with a detailed and professionally performed cost of service and rate design study. My question was not influenced by anyone, by the way.
8. I want to insure that any Marketing Support costs do not appear on the Authority's income statement. Links to the air carrier's website or other travel related agencies from the Authority's website would be acceptable and encouraged.
9. The Authority has plenty of Capital Opportunities and economic development potential represented by the scores of individuals and businesses on the two waiting lists waiting patiently for access to our airport. The fact that the Authority already has a commercial terminal available for air carrier service is a bonus. I will continue to advocate that each class of customer pays their proportionate share of the actual cost of the facilities, personnel, and overhead resources necessary to support their needs.

From: Edward R. Wuellner <erw@sgj-airport.com>
Sent: Monday, February 27, 2023 9:54 AM
To: Dennis Clarke <d.clarke@flynf.org>
Subject: Re: Special Meeting Agenda 022723

EXHIBIT A

Witness: Special Mtg

Date: 2-27-23

Reporter: Janet Beason

Mr. Clarke,

In the interest of time and the fact that many of your questions have already been addressed in my responses to you over the weekend which appear not to have even been reviewed....

1. The NFRA Air Service History shows neither the total number of flights nor the total number of passengers during the service periods.

I am assuming you are referring to the powerpoint slides....you are correct it does not show that data. You were however provided all that data on Saturday in the attachments.

2. The Historical Approach to Air Service Attraction page needs explanation

I intend to provide color in this regard during my presentation. But the short answer is that for 15 years the Authority has embraced the concept of a "zero cost" model and has actively engaged in marketing this airport and community to all types of airlines. The model is incredibly simple, almost risk-free financially, simple to administer and provides a vehicle for air service to and from our community. There is really no "downside" to air service at the airport and one could say the one of the primary beneficiaries of air service (beyond the traveling public) is our tenant base in almost every way.

3. The Local Approach to Air Service page shows "Zero Cost Terminal Facilities and Zero Cost Model" - that is going to require explanation. In addition, the terms CPE and PFC need to be defined.

Intend to do that again....

CPE – Cost Per Enplanement – Is the distilled number paid by a carrier to an airport on a per enplanement basis. I will try to provide as simple an answer as possible at the meeting. In reality a CPE at most airports is a complicated exercise.

4. Next slide - who or what is UST?

UST is the ICAO airport identifier. It is the rough equivalent of "UST" or "KSGJ"

5. Local Marketing Assistance - what is the origin of this graphic?

This graphic is contained in our "Airline Marketing" package and presentation. It has been used for at least 10 years and helps explain how service is supported and how we partner for success.

6. Other Local Incentives - if the VCB is participating in the Air Service Initiative, we need to hear from them in person at a public meeting

They will be in attendance. Air Service is of critical importance to their efforts.

7. The Contract Highlights page 'Confirms the "Zero Cost" approach that eliminates Financial Risk to Airport' - this is a real doozy that requires explanation and a thorough analysis

IF you are simply listening to folks who know nothing on the topic (your attorney) it might become apparent that by encouraging air service we open the revenue streams of parking and rental cars among others. The uptick in those revenue sources more than pay for ALL aspect of having air service at the airport, but as service levels increase provides profit at a level far above that achieved by renting building, particularly T-Hangars. In fact, one could argue that air service actually would subsidize GA...not the other way around.

8. The Community Benefits page 'Supports "Staying Off Ad Valorem Taxes" - except that it appears the air carrier is going to be subsidized by the taxpayers anyway. Again, another detailed explanation is warranted.

Again, you are not looking at the data and model....you appear to be listening to folks who know nothing about what they speak.

As stated in a few places....Air Service opens additional grant opportunities, which in turn leads to capital. Also, additional cash-flow provide additional funds that the Authority may allocate to capital projects as well.



From: Dennis Clarke <d.clarke@flynf.org>

Date: Monday, February 27, 2023 at 8:36 AM

To: Dennis Clarke <d.clarke@flynf.org>, Edward R. Wuellner <erw@sgj-airport.com>, Jennifer Liotta <j.liotta@flynf.org>, Michelle Cash-Chapman <m.chapman@flynf.org>, Reba Ludlow <r.ludlow@flynf.org>, Robert Olson <r.olson@flynf.org>

Cc: Kevin C. Harvey <kch@sgj-airport.com>, Janet Beason <janetbeason@gmail.com>, Jeremiah Blocker <jeremiah@dhclawyers.com>, Charlie Douglas <charlie@dhclawyers.com>, Lyndsey McAllaster <lyndsey@dhclawyers.com>, Chad Roberts <chad.roberts@robertsdiscovery.com>

Subject: Re: Special Meeting Agenda 022723

In the interest of saving time at the meeting, I am forwarding questions I have related to the proposed Air Service PowerPoint presentation.

1. The NFRA Air Service History shows neither the total number of flights nor the total number of passengers during the service periods.
2. The Historical Approach to Air Service Attraction page needs explanation
3. The Local Approach to Air Service page shows "Zero Cost Terminal Facilities and Zero Cost Model" - that is going to require explanation. In addition, the terms CPE and PFC need to be defined.
4. Next slide - who or what is UST?
5. Local Marketing Assistance - what is the origin of this graphic?
6. Other Local Incentives - if the VCB is participating in the Air Service Initiative, we need to hear from them in person at a public meeting
7. The Contract Highlights page 'Confirms the "Zero Cost" approach that eliminates Financial Risk to Airport' - this is a real doozy that requires explanation and a thorough analysis
8. The Community Benefits page 'Supports "Staying Off Ad Valorem Taxes" - except that it appears the air carrier is going to be subsidized by the taxpayers anyway. Again, another detailed explanation is warranted.
9. The Airport Benefits page "Assure(s) Airport Capital Opportunities". ????

Dennis Clarke

From: Cindy K. Hollingsworth <ckh@sgj-airport.com>

Sent: Friday, February 24, 2023 4:30 PM

To: Dennis Clarke <d.clarke@flynf.org>; Edward R. Wuellner <erw@sgj-airport.com>; Jennifer Liotta <j.liotta@flynf.org>; Michelle Cash-Chapman <m.chapman@flynf.org>; Reba Ludlow <r.ludlow@flynf.org>; Robert Olson <r.olson@flynf.org>

Cc: Kevin C. Harvey <kch@sgj-airport.com>; Janet Beason <janetbeason@gmail.com>; Jeremiah Blocker <jeremiah@dhclawyers.com>; Charlie Douglas <charlie@dhclawyers.com>; Lyndsey McAllaster <lyndsey@dhclawyers.com>; Chad Roberts <chad.roberts@robertsdiscovery.com>

Subject: Special Meeting Agenda 022723

Good afternoon,

Please see the attached PowerPoint for Monday, 02/27/23, Special Board Meeting scheduled to start at 2:00pm.

Have a safe weekend,

Cindy Hollingsworth
Office Manager
St. Johns County Airport Authority
4796 US 1 N
St. Augustine, FL 32095

904-209-0090 office
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904-814-6608 cell

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DRAFT