

ST. AUGUSTINE - ST. JOHNS COUNTY AIRPORT AUTHORITY

Regular Meeting

held at 4796 U.S. 1 North

St. Augustine, Florida

on Monday, October 21, 2013

from 4:01 p.m. to 4:56 p.m.

\* \* \* \* \*

BOARD MEMBERS PRESENT:

CARL YOUMAN, Chairman  
KELLY BARRERA  
JOSEPH CIRIELLO

BOARD MEMBERS ABSENT:

ROBERT COX, Secretary-Treasurer  
MATTHEW MERCER

\* \* \* \* \*

ALSO PRESENT:

DOUGLAS N. BURNETT, Esquire, St. Johns Law Group, 509  
Anastasia Boulevard, St. Augustine, FL, 32080, Attorney  
for Airport Authority.

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

\* \* \* \* \*

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

2 CHAIRMAN YOUMAN: October the 21st 4 p.m.  
3 meeting called to order for the Northeast Florida  
4 Regional Airport, St. Augustine-St. Johns County  
5 Airport Authority. May we start the meeting with  
6 the Pledge of Allegiance, please?

7 (Pledge of Allegiance.)

8 CHAIRMAN YOUMAN: Just a reminder to those in  
9 the public, we have a speaker request form. I have  
10 two submitted so far. If anybody else wishes to  
11 speak, please fill one out. Thank you, so much.  
12 And welcome, everyone. We have two members missing  
13 at this time, Matt Mercer and Bob Cox. We have a  
14 quorum of three.

15 MEETING MINUTES & FINANCIAL REPORT

16 CHAIRMAN YOUMAN: Meeting minutes and  
17 financial report. Are there any corrections --  
18 well, there's no financial report today due to end  
19 of year; is that correct, Mr. Wuellner?

20 MR. WUELLNER: That's correct. You will get  
21 complete financials as a part of the audit results  
22 at the December meeting.

23 CHAIRMAN YOUMAN: Okay. Just ask for a  
24 correction/amendments to the meeting minutes. Any  
25 correction or amendments from the board members?

1 (None.)

2 CHAIRMAN YOUMAN: None, so they are approved  
3 as distributed. Nothing for the financial report,  
4 as there isn't any.

5 AGENDA APPROVAL

6 CHAIRMAN YOUMAN: Meeting agenda approval.  
7 Any corrections or amendments to the meeting  
8 agenda?

9 (None.)

10 CHAIRMAN YOUMAN: None recorded. I declare  
11 the agenda approved as distributed.

12 EXECUTIVE DIRECTOR'S REPORT

13 CHAIRMAN YOUMAN: Let us begin with the first  
14 item on business, the Executive Director's report,  
15 please. Mr. Wuellner?

16 MR. WUELLNER: Yes, sir. Have you got it?  
17 Good. Thank you.

18 First item to go over is grant reports. We  
19 really have one active grant at this point. It's  
20 related to Taxiway Delta 3, which includes a little  
21 bit of rehab on Runway 2/20 as well as some  
22 drainage work adjacent to the self-fuel facility.  
23 The grants have been executed. Contracts are in  
24 our hands for execution. We'll do that probably  
25 tomorrow.

1           Notice to proceed is expected somewhere  
2           between the 15th and the 30th of November at this  
3           point, and a reminder it's a 90-day construction  
4           period provided in the contract as -- with a  
5           90-day, we should be on track to finish not later  
6           than the end of -- the end of February considering  
7           the holidays and -- and that kind of work schedule.

8           Last month I let you know that we not only in  
9           addition to the Gentleman of the Road tour  
10          accommodated the MS 150 bike tour over the weekend  
11          of the 28th and 29th of September. My  
12          understanding from the response we got from the MS  
13          tour folks is that it looks like nearly a million  
14          dollars again was raised as a result of that bike  
15          tour effort.

16          Upcoming items of interest for you includes  
17          the 160th Black Hawk training unit will be here  
18          again. They do this pretty much on an annual basis  
19          this time of year, show up with some helicopters,  
20          do some training in concert with Camp Blanding.

21          Also this year, we'll again host the UCAS  
22          flight training program. This is a program that  
23          basically is testing the technology related to  
24          fully autonomous in-flight aerial refueling of  
25          drones. And as a result we will have a specially

1 equipped Learjet here -- in fact, that's already  
2 here, that will simulate many of the flights as  
3 though it's a drone with a monitor pilot on there.

4 We will again host the Omega tanker, which is  
5 a civilian version of a KC-135 aircraft, a large  
6 four-engine turbine airliner size, Boeing 707 if  
7 you need more references. Also, a little flying by  
8 an F-18. I'm not sure whether that will be in or  
9 out of the facility, but that really only needs to  
10 make some minimal fly -- flying to -- up to the  
11 aircraft itself.

12 And that will be beginning the -- the large  
13 aircraft shows up the first week of November and  
14 that flying activity will continue on and off  
15 through near the end of the year at this point.  
16 Most of that flying is done over the ocean, other  
17 than some approaches and the like that they do.

18 And I also just wanted to point out based on  
19 some comments made at a previous meeting that we  
20 have begun to see some of the Navy's P-8A aircraft  
21 showing up and doing touch-and-goes and low  
22 approaches here at the -- at the airport. And  
23 that's the -- basically the -- I'm not a hundred  
24 percent sure of the model, but it's a 737-7 or 800  
25 derivative kind of aircraft.

1           So it's a good-size airliner type airplane  
2           that's been coming in and out. That's a new  
3           replacement for the P-3 Orion, if you remember  
4           that -- that aircraft. So it's making it's way  
5           into the fleet in Jacksonville and it's begun to  
6           occasionally use our facility.

7           And lastly on my stuff to just let you know  
8           about is that the officers and committee interest  
9           form will be in your e-mail probably tomorrow for  
10          you to indicate your interest in officers or  
11          committees or anything for next calendar year. We  
12          would appreciate getting that back not later than  
13          the 15th of November, ideally before that.

14          So when you get that, if you wouldn't mind  
15          turning that around and getting it back to us, we  
16          would appreciate it. And that will form the basis  
17          for those -- that review and action at your either  
18          November or December meeting at your -- at your  
19          pleasure. That concludes my comments, if no one  
20          has any questions on those items.

21                 CHAIRMAN YOUMAN: I do.

22                 MR. WUELLNER: Okay.

23                 CHAIRMAN YOUMAN: Does the Navy and everybody  
24          request to use the facility or do they call --  
25          contact you and tell you they're coming?

1           MR. WUELLNER: On the P-8, the 737, it just  
2 shows up. The only time they would contact us in  
3 advance is if they were trying to do some kind of  
4 operation here that required airport rescue and  
5 firefighting capability to be present during the  
6 operations. Normally it's not required.

7           The Omega tanker, that exercise is actually  
8 being done as a contractor, not military at this  
9 point, which is why it's using a civilian tanker  
10 and Learjet and some civilian-type aircraft.

11           I believe it's a different division of  
12 Northrop Grumman out on the west coast as well as  
13 Caltran, I believe is the name of the company  
14 that's in partnership in developing this  
15 technology. So it's more civilian related. So we  
16 are aware of that opportunity. I think we've been  
17 aware of it coming for many many months, but the  
18 details get -- get ferreted out as we get closer to  
19 the date, so...

20           CHAIRMAN YOUMAN: Can this be publicized?

21           MR. WUELLNER: I'm unaware of any reason we  
22 can't. Do you?

23           MR. GALLOWAY: We can find out for sure.

24           MR. WUELLNER: Yeah. They will -- they will  
25 occupy the terminal during their operations,



1 comment at this -- for this meeting. Reba Ludlow  
2 representing SAAPA?

3 MS. LUDLOW: We have First Friday coming up  
4 November 7th. That's about it.

5 CHAIRMAN YOUMAN: Anything special happening  
6 on First Friday?

7 MS. LUDLOW: No. It will be at the little  
8 clubhouse. It will be a normal First Friday  
9 cookout. Oh, okay. We do anticipate -- do I have  
10 to get up here? We do anti -- I'm sorry. We -- I  
11 wasn't ready.

12 CHAIRMAN YOUMAN: And identify yourself,  
13 please.

14 MS. LUDLOW: My name is Reba Ludlow and I live  
15 in Ponte Vedra and I'm reporting for SAAPA.

16 So our November 7th First Friday is going to  
17 be like a vintage remembrance-type thing. We're  
18 going to have some very old airplanes there. We're  
19 going to have a lot of old photographs. Probably  
20 what -- what Galaxy -- you know, before Galaxy.  
21 Back in the old days, anyway.

22 So we're going to just have some things like  
23 that. And we'll probably still cook out the brats  
24 and burgers. And everybody's welcome. And last  
25 time we did, we had so much food, we called Galaxy,

1 we called the tower, we called the flight school.  
2 We said "Come on over" and everybody had a great  
3 time.

4 CHAIRMAN YOUMAN: Thank you, Ms. Ludlow.  
5 Mr. Nehring?

6 MR. NEHRING: I don't really have a comment  
7 but Dan Nehring, Northrop Grumman. I just wanted  
8 to state our appreciation for -- we moved a lot of  
9 equipment in preparation for the demolition of  
10 Building 7. A lot of equipment back and forth  
11 across the runway and the airport, Kevin and the  
12 tower folks were extremely helpful in getting that.

13 We tried to arrange it early in the morning.  
14 Evidently I don't speak correct English, because  
15 the morning turned into late morning, which is when  
16 the airport gets busy. But we worked through it as  
17 a team and I really appreciate that. Thank you.

18 CHAIRMAN YOUMAN: Thank you for your comments,  
19 Mr. Nehring. EDC, Norman Gregory. Mr. Gregory is  
20 not present, so you're on stage, Mr. Burnett.

21 MR. BURNETT: Nothing to report this month.

22 ENGINEERING CONTRACT

23 CHAIRMAN YOUMAN: Moving on. We'll move back  
24 to Mr. Wuellner for the professional aviation  
25 engineering and planning services contract.

1           MR. WUELLNER: You were -- thank you. You  
2 were provided with a copy of the proposed  
3 agreement. I'll just go over a couple of things  
4 with you.

5           It complies with the Competitive Consultants  
6 Negotiation Act which is covered in Florida Statute  
7 287 and complies with the FAA Advisory Circular AC  
8 150/5100 related to consultant selection.

9           It is proposed -- it's largely the same  
10 contract we operated on in the previous five years.  
11 It is a five-year agreement. It includes proposed  
12 billing rates for the next five years. Has a  
13 30-day term cancellation that can be -- can be made  
14 by either party should it be necessary looking  
15 forward.

16           A couple of miscellaneous provisions here, it  
17 discusses and talks about the ownership of the work  
18 product, which remains vested with the Airport  
19 Authority. It identifies the key relationship  
20 manager -- manager for this contract, which is  
21 Andrew Holesko. I'm sure all of you know him.

22           It requires their compliance with DBE goals  
23 during projects that -- that there is a requirement  
24 for. It includes insurance, not only liability,  
25 but also errors and omissions insurance that is

1 typical of these agreements.

2 I do want to point out that the actual work  
3 product or actual work items that are anticipated  
4 over the next five years are appended to this  
5 contract. So this serves as the -- the basic  
6 document from which we attach actually work that  
7 we'd like done. Those are -- those take the form  
8 of supplemental agreements.

9 Once this is approved, you will normally only  
10 see the supplemental agreements from that point  
11 forward, which describes specifically what we're  
12 asking to do and how much money it would cost to do  
13 that particular work and the schedule and the  
14 details related to it.

15 This does not specifically require us to pay  
16 anything, it just identifies the -- the basics of  
17 the contract relationship with -- with Passero.  
18 And it would be our recommendation that the -- the  
19 board approve that.

20 CHAIRMAN YOUMAN: Board discussion?

21 MS. BARRERA: Mr. Burnett, have you reviewed  
22 the contract thoroughly?

23 MR. BURNETT: I have, and Ed did a great  
24 summarization of the contract as far as insurance.  
25 It's got a 30-day provision there for cancellation

1 of the contract. It's a limited exposure to the  
2 airport, this kind of contract typically is,  
3 because it's designed for actual construction work.

4 Some of the work that they would do would be  
5 actual contract administration, for example, where  
6 they're monitoring the contractor's work. Other is  
7 actual design work. And there is a liability  
8 provision in there related to insurance and  
9 insurance requirements. So...

10 MS. BARRERA: So therefore if something does  
11 go, then Passero would be the contact person and  
12 the follow-up person with contractors.

13 MR. BURNETT: Typically con -- typically  
14 Passero's in the position of construction contract  
15 administration or overseeing the contract work. If  
16 there's a problem with the work itself, the legal  
17 reality is it could be Passero's problem, it could  
18 be the contractor's problem. It depends on whether  
19 it was a design issue or a build issue. But  
20 Passero's our primary person to look at it,  
21 evaluate it, and review it typically on  
22 construction projects.

23 MS. BARRERA: Our point of contact.

24 CHAIRMAN YOUMAN: Mr --

25 MS. BARRERA: Secondly -- Mr. Burnett?

1           CHAIRMAN YOUMAN: Do you have another  
2 question, Mr --

3           MR. CIRIELLO: She's not finished.

4           MS. BARRERA: Secondly, Mr. Burnett, with  
5 the -- in relation to the contract, have -- have  
6 you -- in that agreement we are protected as much  
7 as possible as an authority?

8           MR. BURNETT: Yeah. Like --

9           MS. BARRERA: To the maximum benefit.

10          MR. BURNETT: Yeah, I -- I read the contract.  
11 There's -- it's an area of the law where there's  
12 not a lot that's developed over the last ten years.  
13 There's a lot of case law on it, but as far as the  
14 impact on our contract documents or forms, there's  
15 not much that would have changed over the last five  
16 to ten years, so...

17          MS. BARRERA: Okay.

18          MR. BURNETT: There's always litigation. So  
19 in construction there's always new little nuances  
20 to it, but nothing that causes the form to change.

21          CHAIRMAN YOUMAN: Mr. Ciriello?

22          MR. CIRIELLO: Doug --

23          MR. BURNETT: Yes, sir.

24          MR. CIRIELLO: -- did you actually do all of  
25 the work on this contract, all of the language and

1 everything, or did you and Ed collaborate on it  
2 or -- or what?

3 MR. BURNETT: Actually, I don't believe  
4 there's any change in this contract at all from  
5 what would have been five years ago.

6 I do recall that five years ago and maybe  
7 eight years ago, there was some significant work  
8 done on this -- on these form contracts, this one  
9 included. So there's no -- there's nothing about  
10 the contract -- I went through it and read it again  
11 to say with a -- sort of a skeptical eye, what  
12 would I change now because I haven't looked at it  
13 recently. And so I went through it -- I haven't  
14 looked at it in the last couple of years.

15 So I went through it with a skeptical eye  
16 saying what would I change, and as I read through  
17 it trying to purposely find something to change, I  
18 really didn't see anything in there that -- that  
19 needed to be tweaked or revised or modified.

20 MR. CIRIELLO: Was there any discussions at  
21 all, or did you just -- what I'm getting at is  
22 remember the last meeting -- I have no contract --  
23 no problem with this contract, the contract, what's  
24 in it. What I have a problem with is what's not in  
25 it.

1           And I brought up the idea -- and it's not just  
2 strictly for Passero, it's for anybody that we get  
3 contracts with -- that sometimes things pop up  
4 where they speak on behalf of the board. And you  
5 may remember that one time or twice I was brought  
6 up, mentioned that I was speaking for the board  
7 when I really wasn't.

8           And so I -- I'm not happy with the idea that  
9 somebody who works for us -- and let's face it,  
10 anybody that's under contract works for this board.  
11 They don't -- we don't work for them, they work for  
12 us. And I don't want anybody to have free -- oh, I  
13 don't know what word. But anyhow, I don't want  
14 them to be able to say, "Well, the -- I guarantee  
15 the board will do this and the board will do that,"  
16 speaking for us.

17           If there's some occasion it comes up -- and I  
18 used an example the last time this Hawkins  
19 Construction letter that I got. If anything comes  
20 up that's really under the purview -- it's the duty  
21 and -- of the board, it should be come back to us.  
22 And I don't want anybody that's under contract with  
23 us to just go ahead and assume that it's okay.

24           So I wanted some language -- in fact I  
25 mentioned at the last meeting, I tried to get an

1 amendment to that effect, that I wanted some  
2 language in this contract that stipulates that if  
3 there's any items that comes up during the time of  
4 the contract, that it's really the purview of the  
5 board that they have to come back to the board and  
6 not be allowed to speak, saying they're speaking  
7 for the board.

8 And if this is exactly the same contract and  
9 nothing's been added to it, then I'm not happy. I  
10 wanted that in this contract, that -- some kind of  
11 a little simple stipulation that if there's any  
12 purview that comes under the real direction of the  
13 board, it should be brought to the board. I don't  
14 know how I can say it any simpler.

15 MR. BURNETT: I guess it's -- I think I  
16 understand the intent. I guess I'm not sure of the  
17 language that you would be looking for, and I'll  
18 give you a couple of examples.

19 It's quite often in construction that, for  
20 example -- and let me go to the construction aspect  
21 of it because a lot of what Passero does is design  
22 and the design leads to construction. But let's  
23 just say for example -- and I know most of that is  
24 infrastructure-related not vertical -- but let's  
25 talk about vertical construction.

1           If it was a building and that building was to  
2 be finished with exposed concrete block and the  
3 contractor said, "You know what? The exposed  
4 concrete block, I found someone where I've got  
5 split face block," which is the nice finished  
6 block, okay? "I found someone that has that for  
7 cheaper than the traditional finished block and I  
8 want to substitute the good. It's a better  
9 product, it's a better item."

10           A lot of the times through your staff, that  
11 just happens and -- because it's an issue that can  
12 go up without -- or that goes on routinely.  
13 Substitute material, substitute supplies occurs  
14 quite frequently in construction. Minor deviations  
15 from the plans and specs happen quite often in  
16 construction, and those things are a lot of the  
17 times the contractor requesting the change, the  
18 contract administer (sic) that's doing oversight of  
19 it, such as Passero with the help of Ed, takes a  
20 look at it and they say "That's a good thing" and  
21 make a decision and move forward.

22           I think that's not the issue -- I don't think  
23 from our discussion before that's the issue you're  
24 trying to address. I think you're trying to  
25 address if an issue comes up such as a dispute,

1           that it comes back to the board.

2           MR. CIRIELLO: Yeah. I don't -- well, I've  
3           got it underlined here. In this -- I don't know if  
4           you've seen this Hawkins letter or not, but I have  
5           it underlined. It says, "Although we were told by  
6           Passero that the airport would pay for the original  
7           carpet and material and they could use it  
8           elsewhere, this never occurred and we were stuck  
9           with \$13,000 of unusable carpet."

10           In other words, Passero is telling these  
11           people that the airport would pay for the original  
12           carpet and material to cover that -- the cost if  
13           they bought the material that Passero didn't like.  
14           So in other words, they're speaking for us.  
15           They're saying that the airport will do that.  
16           We -- we knew nothing about it.

17           As a matter of fact, in that same light, I  
18           talked to Ed about this when I got this letter. It  
19           all came about because of something that went on  
20           between the construction people that there was  
21           \$27,000 Ed was holding back he wasn't going to pay  
22           these people; we figured they'd made a mistake or  
23           something and they didn't deserve it.

24           Well, I don't know the fancy word that Ed  
25           uses, but there have been times when somebody's

1 done some work and it's been completed and we've  
2 owed them \$20-, \$30-, \$40-, \$50,000 and Ed comes to  
3 the board and has it on the agenda to get approval  
4 for the board to okay paying that money that these  
5 people have coming.

6 So under that same light, I thought he should  
7 have come to us. Instead of telling these people,  
8 "I'm not paying you \$27,000 because I'm not happy  
9 with what you did," he should have come to the  
10 board. And this is some -- that's what I'm talking  
11 about, that there are times that people speak or do  
12 things on behalf of the board when it's our duty to  
13 say yes or no.

14 And I wanted some kind of language in this  
15 contract that Passero couldn't go and tell somebody  
16 if there was something -- dispute between Passero  
17 and the engineer, the company doing the work, that  
18 they would say, "Oh well, the airport will cover  
19 it," or, "The airport will make it good." That's  
20 just exactly what that says there.

21 And after the last meeting when we broke for  
22 the budget hearing, the little -- the guy from  
23 Passero come up and told me he wasn't objecting to  
24 what my complaint was -- I call it a complaint,  
25 it's really just a suggestion -- that it would have

1           been fine with them if you put something like that  
2           in the contract. So there -- they would be  
3           agreeable to it, so I don't know why it can't be  
4           done.

5           MR. BURNETT: Well, you know, very quickly on  
6           this Hawkins letter, from a legal perspective, they  
7           needed a change order.

8           MR. CIRIELLO: Hmm?

9           MR. BURNETT: They needed a change order.  
10          Florida law --

11          MR. CIRIELLO: Yeah, yeah, a change order.

12          MR. BURNETT: -- is very clear if you're going  
13          to sue the Airport Authority or you want the  
14          ability to have a binding contract on the Airport  
15          Authority. And you just aren't going along and  
16          doing things and don't really care whether or not  
17          you can ever get paid for them, okay? And I can't  
18          speak for what Hawkins' mentality is. Maybe  
19          they're just going along and don't really care if  
20          they get paid for it when they were doing the work  
21          at the time. But it requires a change order.

22          And under Florida law, you can't sue a  
23          government entity because of sovereign immunity  
24          unless you have a contract. And so when they make  
25          changes to a contract, they need a change order to

1 support them. And the contract documents even say  
2 specifically that changes aren't going to be paid  
3 for unless there's a signed written order.

4 And so Hawkins doesn't have a signed written  
5 change order and what they're saying is Passero  
6 told them. Well, they're big boys. They're  
7 contractors doing multimillion dollar projects.  
8 They need a signed written change order if they  
9 want to make a change to the contract.

10 And so now they're sending a letter out  
11 saying, "Hey look, we claim foul with all of these  
12 things --" and this letter's a couple of years  
13 old --

14 MR. CIRIELLO: Yeah.

15 MR. BURNETT: -- but they're saying, "Hey,  
16 we -- we claim foul with all of these things and --  
17 because Passero told us." Well, you know, that's  
18 fine. Why didn't the change order get executed?

19 And for Ed to not pay it -- pay in a situation  
20 like that, I don't know that that's a situation  
21 that would go to the Authority but for when it  
22 comes to a final contract closeout or when he comes  
23 to request additional retainage to be released,  
24 where he comes to the airport and says, "Hey look,  
25 the contract's done, the issues have been resolved,

1 we're releasing the retainage, can I get your  
2 authority to close out the contract and release the  
3 final retainage of" whatever it is, the 5 percent  
4 or whatever percent it is that would be remaining  
5 under the contract balance.

6 I guess when it comes to Passero's work, it's  
7 a little different than on the con -- construction  
8 contracts because with Passero work -- Passero's  
9 work, it's the nature of dealing with architects  
10 and engineers. So often with architects and  
11 engineers we don't know that an error's been  
12 committed when it's been committed. Typically the  
13 error comes up later.

14 If somehow or another, the floor transition  
15 between this room and that hallway doesn't meet up  
16 because the architect didn't draw it correctly and  
17 the contractor built it according to the drawing  
18 and we've got a step there where there shouldn't be  
19 one, it's the part of the architect -- it's the  
20 fault of the architect, and we don't discover it  
21 until the building's under construction.

22 So, so oftentimes at that stage there's not a  
23 clear easy fix to an architect and engineer's work  
24 like there is with a contractor where the  
25 contractor can make -- okay, the door doesn't fit

1 the jamb, cut the jamb bigger, put it -- put the  
2 correct size door in. The door is specified to be  
3 an eight-foot door, not a six-foot door, and you've  
4 put in a six-foot door, you can cut the jamb out,  
5 raise it and put an eight-foot door in. Those  
6 kinds of things contractors can could during the  
7 scope of the work. Or we learn of the contractor's  
8 fault -- default -- defect more often  
9 contemporaneous with the work ongoing. Again, you  
10 know, with an architect or engineer, they may have  
11 done the work a year before the product's actually  
12 being constructed.

13 MR. CIRIELLO: Well, what's all that got to do  
14 with a simple idea that somebody shouldn't be  
15 speaking on our behalf? That -- it seems --

16 MR. BURNETT: With an -- with an architect or  
17 an engineer, that's --

18 MR. CIRIELLO: I don't care who it is.  
19 Somebody else can't go and say, "Well, the board  
20 will do this," or, "I --" or -- because they're  
21 putting words in our mouth.

22 And maybe the board -- of course I'm usually  
23 the only guy that's disagreeable with everybody  
24 else. Sometimes you might find where other members  
25 of the board doesn't agree with what somebody else

1 does by saying something like that. That -- it  
2 seems to me that --

3 CHAIRMAN YOUMAN: Can I make one comment?  
4 If -- if Passero did make a statement saying that  
5 the board is responsible, is Passero an agent of  
6 the Authority that can do so? And if he does so,  
7 would the board be binded to it? That's the  
8 question, I think.

9 MR. BURNETT: No. So --

10 CHAIRMAN YOUMAN: So even if they did it, the  
11 board wouldn't be bound to it. And if it was  
12 brought up in this letter that all the charges  
13 would be paid and we don't want to pay it, we say  
14 no.

15 MR. BURNETT: Yeah, and I think --

16 CHAIRMAN YOUMAN: Is that correct?

17 MR. BURNETT: Yes, sir. And I think a lot of  
18 the overriding flavor of the Hawkins' letter, I  
19 recall it very well from when it was -- when the  
20 Airport Authority received it previously, was of a  
21 flavor of this is what they think is fair and  
22 right, not necessarily this is what's legal and has  
23 to be done.

24 You know, it was more of a "We really don't  
25 like what happened in the situation, we're doing it

1 to fix it and make it right." But the -- but  
2 Hawkins wasn't saying "You absolutely have to do  
3 this. The contract documents call for it. This  
4 case says so. The statute says so." They didn't  
5 have that kind of flavor to the letter.

6 CHAIRMAN YOUMAN: Has Passero ever actually  
7 attempted to bind the board with another --  
8 another -- with one of their -- saying that the  
9 board will take care of it --

10 MR. WUELLNER: No, sir.

11 CHAIRMAN YOUMAN: -- in the years that Passero  
12 has worked with us?

13 MR. WUELLNER: Not -- no, not that I'm aware  
14 of. And Mr. Burnett's, you know, dead on the fact  
15 that these kind -- that kind of relationship is  
16 ultimately managed by a change order.

17 And Hawkins in this particular case was never  
18 bashful about issuing or attempting to gain change  
19 order approvals for everything they did. They  
20 did -- there were over 40 change orders involved in  
21 this particular project, which included this  
22 building next door and the site work over here.

23 Those ranged anywhere from a hundred dollars  
24 to more than \$200,000 in changes over the course of  
25 that job, and every one of them were documented by

1 a change order.

2 I'm very comfortable in telling you that  
3 Passero has never attempted to commit this board or  
4 staff or any part of the airport to anything  
5 contractually on their own. They just -- they just  
6 simply don't work that way, and I'm not aware of  
7 professional engineers who do that without some  
8 specific agency agreement having been drafted by --  
9 by an airport or like entity to -- to a contractor.  
10 It just -- you just can't do business that way.

11 And I -- and I emphasize the idea of change  
12 order for one last time. We use change orders  
13 because unscrupulous contractors can go out and do  
14 all kinds of additive work to a job and then simply  
15 show up at the end demanding to be paid for it, and  
16 you have no idea whether the work was done or  
17 needed to be done, should have been done, or was  
18 indeed authorized by anyone.

19 So you would have no control over the finances  
20 related to a job in the absence of change orders.  
21 That's why we protect ourselves. I'm sure that's  
22 why the statute exists, to protect governmental  
23 entities from that kind of thing. That's why we  
24 use change orders.

25 And I -- I would point out, too, those change

1 orders are not only reviewed internally by us and  
2 approved, those also get reviewed by Florida DOT.  
3 Every one of those change orders has an approval  
4 from Florida DOT agreeing to those charges. That  
5 keeps those charges also eligible for reimbursement  
6 from Florida DOT. So there's a process there and  
7 I'm -- despite the allegations of Hawkins, I --  
8 that just didn't happen.

9 MR. CIRIELLO: Then you're saying that this  
10 sentence is false, it never happened.

11 MR. WUELLNER: I think --

12 MR. CIRIELLO: I though I could go by this --

13 MR. WUELLNER: -- it's simply an allegation --

14 MR. CIRIELLO: I can only go by this. And  
15 it's their side of the story, I understand that.

16 MR. WUELLNER: I understand. I think it's  
17 just an attempt to justify \$28,000 worth of  
18 additional work they'd like to slip in at the end  
19 and they got called on it.

20 MR. BURNETT: In the overall, the job probably  
21 didn't go as smoothly as they thought it was going  
22 to go --

23 MR. WUELLNER: It never did.

24 MR. BURNETT: -- and it probably cost them  
25 more than they thought it was going to cost them.

1           CHAIRMAN YOUMAN: Any further board  
2 discussion?

3           MS. BARRERA: None.

4           CHAIRMAN YOUMAN: Open for public comment.  
5 Mr. Martinelli?

6           MR. MARTINELLI: Just -- just a little bit of  
7 history.

8           The predecessors to Mr. Holesko and his firm,  
9 I would -- I was involved in very deeply, and I can  
10 tell you, Joe, the experiences that you're saying  
11 could happen, happened. And so you've got a breath  
12 of fresh air here in Mr. Holesko's firm. So by  
13 comparison, you're way way ahead of the game.

14          CHAIRMAN YOUMAN: Ms. Ludlow?

15          MS. LUDLOW: No comment.

16          CHAIRMAN YOUMAN: May I ask for a motion  
17 and --

18          MR. CIRIELLO: You've got a hand over there.

19          CHAIRMAN YOUMAN: Mr -- Andrew?

20          MR. HOLESKO: Andrew Holesko, program manager  
21 with Passero Associates.

22           I just want to note one more thing to  
23 Mr. Ciriello, that the authority under which we  
24 operate are also clearly identified in the  
25 documents for construction that the contractor is

1 bidding on. So there are pages and pages that  
2 clearly identify what our responsibilities are to  
3 the Airport Authority and what the contractor's  
4 responsibilities are to the Airport Authority.

5 The nature of the statements inside their  
6 letter are not allowable because of the nature of  
7 the specific legal language, which is actually  
8 exactly what you're talking about. It exists in  
9 every project that we bid for the Airport  
10 Authority. So it -- it does exist all the time.

11 MS. BARRERA: Mr. Chairman, I'd like to make a  
12 motion that we accept staff's recommendation as  
13 Passero Associates for our consultant for the next  
14 five-year contract.

15 CHAIRMAN YOUMAN: May I have a second? I'll  
16 second it. Any further discussion?

17 (None.)

18 CHAIRMAN YOUMAN: Call for the vote. All in  
19 favor?

20 MS. BARRERA: Aye.

21 CHAIRMAN YOUMAN: Aye. All not in favor?

22 MR. CIRIELLO: No.

23 CHAIRMAN YOUMAN: Passes two to one.

24 TAXIWAY D-3 AND DRAINAGE PROJECT

25 CHAIRMAN YOUMAN: Next item on the agenda,

1 Taxiway D-3 and drainage project, Resolution  
2 2013-07. Mr. Wuellner?

3 MR. WUELLNER: Yes, sir. This is the joint  
4 participation resolution with Florida Department of  
5 Transportation and this simply provides their 5  
6 percent match to the Taxiway Delta 3 project.

7 Total project at this point is about  
8 \$1,339,000. FDOT has committed to 5 percent of  
9 that up to a maximum of \$82,638. Any amount of the  
10 project that is eligible -- or is deemed ineligible  
11 by FAA, Florida DOT would agree to -- to  
12 participate at a 50 percent level up to, again, the  
13 \$82,638.

14 It would be our recommendation that you  
15 approve Resolution 2013-07 which authorizes the  
16 Authority's entering into an agreement with  
17 Florida DOT for this project.

18 CHAIRMAN YOUMAN: Mr. Burnett, would you give  
19 a reading for the resolution, please?

20 MR. BURNETT: I don't believe this one needs  
21 to be read into the record.

22 MR. WUELLNER: It normally isn't, but it's up  
23 to you. It normally doesn't need to be read in,  
24 but --

25 MR. BURNETT: No. Since it's not a budget

1 resolution, it doesn't need to be read.

2 CHAIRMAN YOUMAN: It doesn't have to be read?

3 MR. BURNETT: No, sir.

4 CHAIRMAN YOUMAN: Okay. Board discussion?

5 MS. BARRERA: None.

6 CHAIRMAN YOUMAN: Mr. Ciriello?

7 MR. CIRIELLO: (Shakes head.)

8 CHAIRMAN YOUMAN: Public comment?

9 Mr. Martinelli, Ms. Ludlow?

10 MR. MARTINELLI: No.

11 MS. LUDLOW: No comment.

12 CHAIRMAN YOUMAN: May I ask for a motion to  
13 pass Resolution 2013 --

14 MR. CIRIELLO: I'll make the motion to accept  
15 Resolution 2013-07.

16 MS. BARRERA: I'll second.

17 CHAIRMAN YOUMAN: May I have a second?

18 MS. BARRERA: I'll second.

19 CHAIRMAN YOUMAN: Any further discussion?

20 (None.)

21 CHAIRMAN YOUMAN: Call for a vote. All in  
22 favor?

23 MS. BARRERA: Aye.

24 MR. CIRIELLO: Aye.

25 CHAIRMAN YOUMAN: Aye. Unanimous.

1                                   PUBLIC COMMENT - GENERAL

2                   CHAIRMAN YOUMAN: Public comment in general?

3                                   (None.)

4                                   MEMBER COMMENTS & REPORTS

5                   CHAIRMAN YOUMAN: Authority Members comments  
6 and reports. Mr. Ciriello, intergovernmental  
7 meeting?

8                   MR. CIRIELLO: Well, as it shows here, we  
9 don't meet until November 6th, but I've got a  
10 subject I'd like to make an inquiry about. This  
11 little park we have out here that's supposed to be  
12 a community PR -- community PR thing, is anything  
13 going on with that?

14                   MR. WUELLNER: Actually, yes. I'm pleased to  
15 report as of about 30, 45 days ago, SAAPA has taken  
16 over this project and will -- they're working --  
17 they're planning right now and are very close to  
18 beginning additional work back there related to the  
19 park. So our airport pilots association is going  
20 to take over the balance of development and -- of  
21 this park for us.

22                   MS. LUDLOW: Can I make a comment?

23                   MR. WUELLNER: Sure.

24                   MS. LUDLOW: Joe -- Reba Ludlow. Yeah, it's  
25 what we did. SAAPA decided to take that over. We

1 have some people who are SAAPA members who have  
2 equipment to go in and take care of things and make  
3 it nice. We have a water person coming and  
4 checking on the water.

5 So we want to do really is involve SAAPA and  
6 also bring in young kids that -- some of the high  
7 school kids again. Ed did that before and it  
8 worked out well. And that's really how we got just  
9 about as far as we did.

10 But it's a -- it's a good project for SAAPA,  
11 and we're really looking forward to it to, you  
12 know, just going in there and -- as a group and  
13 getting things taken care of, making it nice, walk  
14 around nice and things like that.

15 MR. CIRIELLO: Well, what kind of things,  
16 Reba, are you guys looking for to do there?  
17 Because there's -- actually when I started this, I  
18 have a specific thing in mind, but is there going  
19 to be park benches or picnic tables and everything  
20 back there?

21 MS. LUDLOW: Yeah.

22 MR. CIRIELLO: Well, who's going to provide  
23 that?

24 MS. LUDLOW: Sure. User friendly. Well, I  
25 don't know. I tell you what, you can donate one

1 and we'll put your name on it.

2 MR. CIRIELLO: Oh, yeah. Well, I -- I have no  
3 objections now. Don't get me wrong, I have no  
4 objections. But I think that if you guys want to  
5 volunteer to do all that and everything, that's  
6 fine and dandy. But I think any expense that is  
7 incurred like buying park benches, little barbecue  
8 places and what all, I think that ought to come  
9 from the Authority. They should provide the  
10 material if you're going to be doing all the labor.  
11 So it shouldn't cost your people any individual  
12 money.

13 But what I originally wanted to talk about  
14 this -- for this is that I would like to see as a  
15 PR thing a 3D model that the airport made, say like  
16 a 4 x 4 half a plywood -- sheet of plywood with  
17 little cardboard buildings and runways and taxiways  
18 and everything painted on there and it be protected  
19 from the weather somehow so that when people walk  
20 through there, they can see what the physical  
21 layout of the airport was like.

22 Then I was going to suggest that the aero  
23 academy might have some people --

24 MS. LUDLOW: Right.

25 MR. CIRIELLO: -- good enough to do that and

1           maybe the engineering department from St. Johns  
2           community college would do the volunteer work if we  
3           provided the materials, you know.

4                     And then -- and you guys and maybe even  
5           Flagler College if they have an engineering course,  
6           I was thinking if we provided materials, that  
7           somebody build this 3D project so that when people  
8           walk through there, they can see the actual layout  
9           of the airport. Because you can't really see  
10          everything by walking at ground level. And that  
11          was what my whole main point is.

12                    So I have no objections to -- to you guys  
13          doing anything, but I think the expense of doing  
14          it, we should pay for it, you shouldn't have to.

15                    MS. LUDLOW: Well, I think that's very nice.  
16          And -- and whatever came up, you know, we would --  
17          we would report like every meeting and then when we  
18          got to the point that, you know, we had a design  
19          where we could put -- do the benches and things  
20          like that, you know, you would be made aware of  
21          that and maybe ask for something at this point.

22                    That is a fabulous idea about the 3D thing.  
23          And I can see that exactly what you mean. And just  
24          have it under like a visitor's center or something,  
25          have it where everybody will be able to look and

1 show our proposed property or our proposed  
2 expansion or exactly where -- you know, what the  
3 whole thing looks like. Because you just get to  
4 see one little portion where you are. I think  
5 that's a great idea. And you know what? I think  
6 I'll start talking about that to the group, too.  
7 Great idea, Joe. Thank you.

8 MR. CIRIELLO: That's it.

9 CHAIRMAN YOUMAN: Mr. Ciriello, it's an  
10 excellent idea. Thank you. Mr. Cox is not here  
11 from the EDC, but I see Mr. Gregory has arrived.  
12 Would you care to make a reporting for the EDC at  
13 this point in time even though it's not in the  
14 agenda?

15 MR. GREGORY: Sure.

16 CHAIRMAN YOUMAN: Thank you.

17 MR. GREGORY: Be glad to. Board members,  
18 Mr. Chairman, thank you.

19 We just finished our fiscal year at the end of  
20 September. During the fiscal year, we worked with  
21 65 projects. 47 of them were new this year and the  
22 remainder came from the previous year and then they  
23 carry over.

24 At the moment, we have 25 active projects. We  
25 closed 12 of them. And that may change a little

1 bit. We're working with the county to make sure  
2 our numbers are correct. But in the neighborhood  
3 of, oh, 1700 jobs or more and a little over \$115  
4 million in capital investment from the efforts that  
5 have gone far -- so far.

6 We were named the Number 5 fastest job  
7 creation county in the state or in the -- in the  
8 United States --

9 CHAIRMAN YOUMAN: In the United States.

10 MR. GREGORY: -- which was very nice. We have  
11 also been lucky to have one of our local companies,  
12 NTE Solutions, be named one of the fastest growing  
13 companies Number 212 in the nation by Inc. Magazine  
14 and Number 13 in the nation in the energy industry.  
15 That's a small downtown company that has their  
16 headquarters here and is growing extremely well.

17 Our unemployment rate continues to drop.  
18 We're down to 5.2 percent versus, let's see, 7  
19 percent for the state of Florida and 7.3 percent  
20 for the nation. So we're still beating out the  
21 nation. Our -- what's really very significant  
22 about that is our labor force continues to grow.  
23 And our labor force is growing at about 4 1/2  
24 percent, where the nation has been growing at 1 1/2  
25 percent and Florida at 1.9 percent.

1           So our population and labor force continues to  
2 grow, and yet our unemployment continues to come  
3 down, which understandably that's why they've  
4 chosen us as one of the top fastest job creation  
5 communities in the United States, which is very  
6 nice.

7           We are planning for the coming year with some  
8 excellent projects. Just picked up two new  
9 projects, both of which could be airport related.  
10 And hopefully they will come to fruition and I can  
11 come back here and report how many jobs we're  
12 bringing to you and hopefully some new economic  
13 activity out here at the airport. Thank you. Any  
14 questions?

15           CHAIRMAN YOUMAN: These are all good paying  
16 jobs or most of them?

17           MR. GREGORY: Yes.

18           CHAIRMAN YOUMAN: Fantastic. You guys are  
19 doing an amazing job.

20           MR. GREGORY: Oh, no, we don't do anything.  
21 We just hang out.

22           MS. BARRERA: Mr. Chairman?

23           CHAIRMAN YOUMAN: Ms. Barrera?

24           MS. BARRERA: Mr. Gregory, could you speak to  
25 your November 7th meeting upcoming?

1           MR. GREGORY: Yes. November 7th is the  
2           Economic Development Council breakfast which we  
3           have quarterly.

4           November 7th we're having Northrop Grumman  
5           come speak about their centers of excellence, why  
6           they chose St. Augustine and where they're going  
7           with it, and also show a little bit about the  
8           facility and what that's going to look like.

9           That meeting is going to be held here in the  
10          conference center. It's limited to 160 people. So  
11          when registration time comes up, please jump on  
12          there and get registered. It -- so it will be an  
13          intimate group. And Christine McGlade, the new  
14          operations person for Northrop Grumman here in  
15          St. Augustine, will be making a presentation. And  
16          that's -- thank you. I didn't even think to  
17          mention that.

18          CHAIRMAN YOUMAN: Thank you. That's going to  
19          be a good meeting.

20          MR. GREGORY: Yeah, I think so. We're going  
21          to try and highlight our airport and the facilities  
22          here and how great Northrop Grumman is and how we  
23          are the recipients of all that economic development  
24          that's coming.

25          That project, the project that Northrop

1 Grumman is starting on, is about an \$80 million  
2 capital investment and they'll create another 400  
3 jobs. They currently have somewhere in the  
4 neighborhood of 1000 to 1100 jobs right now at very  
5 good wages.

6 And are very supportive of our school systems  
7 and very supportive of our community. And so  
8 they're a good partner. And I think it's good for  
9 the airport, it's good for our community, it's good  
10 for life in general.

11 CHAIRMAN YOUMAN: We're looking forwards to  
12 this meeting.

13 MR. GREGORY: Okay. Thank you. Mr. Chairman,  
14 one last thing. My son got married this weekend,  
15 and I just wanted that in the public record.

16 CHAIRMAN YOUMAN: Congratulations.

17 MR. GREGORY: Thank you.

18 CHAIRMAN YOUMAN: Congratulations. Are we  
19 going to have bacon?

20 MR. GREGORY: If you want bacon, we will have  
21 bacon.

22 CHAIRMAN YOUMAN: Mr. Mercer for the Aerospace  
23 Academy is not present. Were you there,  
24 Mr. Wuellner?

25 MR. WUELLNER: I was.

1           CHAIRMAN YOUMAN: Can you give a report on it?

2           MR. WUELLNER: Basically a routine meeting of  
3 the academy itself. Good participation and a good  
4 group, including a couple of representatives from  
5 JetBlue Airlines who are increasing their interest  
6 in partnership with the academy over time. We  
7 consider that to be certainly a positive --  
8 positive step there.

9           They set the goals this year, I don't have the  
10 numbers in front of me, but -- for internships, and  
11 enrollment is at an all-time high as expected and  
12 nothing but good things out of that academy so far.

13          CHAIRMAN YOUMAN: Oh, before I forget, I've  
14 forgotten, and since Mr. Gregory brought up this  
15 November 7th meeting, the direction sign for Indian  
16 Head (sic) at U.S. 1, will that be up before  
17 November 7th? The one that's supposed to have been  
18 up for a while directing people in here off of  
19 U.S. 1?

20          MS. BARRERA: To the conference center?

21          CHAIRMAN YOUMAN: Pardon me?

22          MS. BARRERA: You're talking about to the  
23 conference center.

24          CHAIRMAN YOUMAN: Right.

25          MR. WUELLNER: Probably not.

1           CHAIRMAN YOUMAN: Do you think we'll be able  
2 to make it --

3           MR. WUELLNER: I don't know that we have moved  
4 that forward from a permitting -- that's one that  
5 requires a county permit to place, so I don't --

6           CHAIRMAN YOUMAN: On our property?

7           MR. WUELLNER: Yeah. Regardless of who's  
8 property because it's on U.S. 1. These little  
9 internal signs, we can do without any --

10          CHAIRMAN YOUMAN: Can you bug them and see if  
11 maybe they --

12          MR. WUELLNER: We'd have -- we'd have to  
13 formally apply. I don't know that --

14          CHAIRMAN YOUMAN: Oh, we haven't done that?

15          MR. WUELLNER: We looked at it and didn't do  
16 it because at the time we didn't own the property,  
17 which was the problem.

18          CHAIRMAN YOUMAN: Oh.

19          MR. WUELLNER: But we haven't gotten back to  
20 it to follow through with that.

21          CHAIRMAN YOUMAN: Okay. Just a thought.

22          MR. WUELLNER: If we wait a little longer,  
23 everybody will just know where it is. We'll get on  
24 it.

25          CHAIRMAN YOUMAN: You're a good man,

1 Mr. Wuellner.

2 MR. WUELLNER: Thank you.

3 CHAIRMAN YOUMAN: Ms. Barrera, TPO in my  
4 place.

5 MS. BARRERA: The TPO meeting was very  
6 informative. A lot of emphasis was placed on  
7 community safety with roads and bicyclists and  
8 pedestrians and the studies that the TPO was  
9 working on and the campaigns they're working on to  
10 expand that. They cited their successful  
11 implementation of raising that type of awareness in  
12 the City of St. Augustine and taking that out to  
13 the surrounding seven different counties.

14 They also talked about St. Augustine  
15 Multimodal Transportation Center Study public  
16 workshop that I think you're going to be speaking  
17 on, Mr. Youman. I don't know if you wanted me to  
18 share any of the updates. What I shared with the  
19 group was how well the airport had worked with the  
20 City of St. Augustine to provide park and ride for  
21 the Gentlemen of the Road concert and how well that  
22 went over, that our facilities were able to park --  
23 to provide those park and ride.

24 I mentioned to them about the multimodal  
25 aspect of the barge and how we've been doing that

1 repeatedly with Grumman and Northrop Grumman. And  
2 I also shared with them about the park and ride --  
3 bike with the MS 150 and how again we had another  
4 successful year of implementing that multimodal  
5 aspect in my report.

6 CHAIRMAN YOUMAN: Was -- was there any  
7 discussion about the multimodal transportation  
8 center or any --

9 MS. BARRERA: There was.

10 CHAIRMAN YOUMAN: -- presentation?

11 MS. BARRERA: There was. There was a  
12 presentation made by Fred Jones with Reynolds,  
13 Smith & Hills. He's done several other projects  
14 for the City of St. Augustine. And as you notice,  
15 the study is called the St. Augustine Multimodal  
16 Transportation Center Study.

17 In that he made a presentation that provided  
18 for the analysis and the framework. And the sites  
19 that have been identified right now, they've  
20 expanded the sites to six different sites that are  
21 possible -- could possibly house rail depots, two  
22 of which I believe were St. Johns County-owned  
23 sites, St. Johns County-owned property.

24 They outlined the different parameters that  
25 they were looking at for the sites, including park

1 and ride capability and they presented that.  
2 They're hoping to -- they're putting on their --  
3 they're going through a quality assurance aspect of  
4 it to -- before they put out the final report. The  
5 final report has not yet been released.

6 CHAIRMAN YOUMAN: Okay. My turn.

7 In conjunction with what Ms. Barrera is  
8 stating, the last meeting that I went to, my take  
9 on the situation is still that this is more of a  
10 station location project, evolved into a station  
11 location project repeating what was done with the  
12 City of St. Augustine a couple of years ago almost  
13 and not really approaching the problem strictly  
14 from a multimodal transportation center activity.

15 I'm not sure how it's going to turn out. The  
16 last study public workshop, I did not attend  
17 because I was out of town on business and we did  
18 not have a representative that could attend that  
19 study session that was in St. Augustine. But we  
20 shall see how it turns out in the end.

21 Did you get -- did you get a feel that they  
22 were talking more about a station location rather  
23 than multimodal?

24 MS. BARRERA: The different sites that they  
25 identified were in my opinion more station location

1 driven, but I think they -- they went through and  
2 rated the different aspects of what it would take  
3 for a station location and gave them certain  
4 weighting based on the feedback that they received.

5 So they took in some of the -- the  
6 quantitative analysis was done for population  
7 employment, use of access and circulation,  
8 connectivity with other existing transportation  
9 services, and that would be where the multimodal  
10 aspect would come in, bicycle and pedestrian  
11 accessibility, and proximity to destinations and  
12 parcel size, use, and availability were the  
13 parameters.

14 CHAIRMAN YOUMAN: The other -- the other  
15 aspect of it was -- that disappointed me was they  
16 weren't looking at St. Johns County as a whole and  
17 what it's going to do for all the residents of  
18 St. Johns County, not just the immediate area of  
19 St. Augustine, which is how they're approaching it,  
20 I'm sorry to say. But we shall see how it comes  
21 out. Any questions or comments from anybody about  
22 any of the reports we made?

23 (None.)

24 CHAIRMAN YOUMAN: Items of interest. Proposed  
25 next meeting. The regularly scheduled meeting is

1 November the 18th and December the 16th, which  
2 takes us right into Christmas.

3 Does the board just want to leave it that way  
4 or would the board want to consider combining the  
5 meetings for December the 9th, one meeting with  
6 that other second meeting going into the holidays?  
7 I'm neutral on that myself.

8 MR. CIRIELLO: I'm not in favor of canceling  
9 meetings for any reason, period. So I'd rather  
10 just go with the scheduled way it's supposed to be.  
11 But I'm just one voice, so...

12 MS. BARRERA: What do we have on the horizon  
13 that we need to look at?

14 CHAIRMAN YOUMAN: Well, I concur -- concur  
15 with Mr. Ciriello, that we should have our  
16 scheduled meeting of November the 18th and December  
17 the 16th.

18 MS. BARRERA: Okay.

19 CHAIRMAN YOUMAN: That should take it right  
20 out of -- because there's only three of us here.  
21 Because we've already -- we canceled -- we've  
22 avoided three meetings this year. I think two are  
23 enough.

24 MR. CIRIELLO: Oh, one question --

25 CHAIRMAN YOUMAN: Yes, sir.

1           MR. CIRIELLO: -- for Mr. Wuellner. Since the  
2 shutdown of the government and everything, have you  
3 heard any feedback of whether we're going to have  
4 any problems with our control tower or not?

5           MR. WUELLNER: Right now, it's funded through  
6 January 15th, at which point nothing is funded  
7 beyond that.

8           It continues to be a specific line item. They  
9 added it as a line item as a -- to both Senate and  
10 House bills at this point. Looks like they've got  
11 a lot of discussion and things to work out between  
12 now and January 15th. It may very well result, as  
13 it has almost 21 times, into a continuing  
14 resolution rather than adopting an actual budget.  
15 So there's no way to really predict what will  
16 happen as we get closer to January 15th.

17           MR. CIRIELLO: Then if something goes south  
18 between now and then, we as a board will have time  
19 to address the problem.

20           MR. WUELLNER: Yes, sir.

21           MS. BARRERA: Good.

22           MR. WUELLNER: As we -- as we learn something  
23 important, we'll let you know.

24           MR. CIRIELLO: Okay.

25           CHAIRMAN YOUMAN: Any other discussion? Any

1 other comments from anybody about anything related  
2 to the airport?

3 (None.)

4 CHAIRMAN YOUMAN: If not, the meeting's  
5 adjourned at 16:57.

6 (Meeting adjourned at 4:57 p.m.)

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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 23rd day of October, 2013.

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