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[1] ST. AUGUSTINE - ST. JOHNS COUNTY AIRPORT AUTHORITY
 [2] General Meeting
 [3] held at 4796 U.S. 1 North
 [4] St. Augustine, Florida
 [5] on Monday, December 17, 2001
 [6] from 4 p.m. to 5:10 p.m.
 [7] *****
 [8] BOARD MEMBERS PRESENT:
 [9] WILLIAM "BILL" ROSE, Chairman
 [10] CHARLES LASSITER
 [10] JOSEPH CIRIELLO
 [11] *****
 [12] BOARD MEMBERS ABSENT:
 [13] DENNIS R. WATTS, Secretary-Treasurer
 [14] BARBARA BOSANKO (Leave of absence)
 [15] *****
 [16] ALSO PRESENT:
 [17] SUSAN BLOODWORTH, Esquire, Rogers, Towers, Bailey,
 [18] Jones & Gay, P.A., 170 Malaga Street, St. Augustine,
 [18] FL, 32084, Attorney for Airport Authority.
 [19] EDWARD WUELLNER, A.A.E., Executive Director.
 [20] BRYAN COOPER, Assistant Airport Director.
 [21] *****
 [22] St. Augustine Court Reporters
 [23] 1510 N. Ponce de Leon Blvd., Suite A
 [23] St. Augustine, FL 32084
 [23] (904) 825-0570
 [24]
 [25]

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[1] PROCEEDINGS
 [2] CHAIRMAN ROSE: It's 4 o'clock. I'll call
 [3] our meeting to order and we'll begin with the
 [4] Pledge of Allegiance.
 [5] (Pledge of Allegiance.)
 [6] APPROVAL OF MINUTES
 [7] CHAIRMAN ROSE: You have your minutes of the
 [8] last regular meeting on November 19th. Are there
 [9] any additions or corrections to those minutes?
 [10] (No additions or corrections.)
 [11] CHAIRMAN ROSE: If not, they'll stand
 [12] approved then as they were distributed.
 [13] FINANCIAL REPORT
 [14] CHAIRMAN ROSE: And I note that our
 [15] treasurer is not here, but apparently we won't
 [16] have a report until the year-end reports are
 [17] processed; is that right, Ed?
 [18] MR. WUELLNER: Yes, sir. It's -- it's being
 [19] done.
 [20] APPROVAL OF MEETING AGENDA
 [21] CHAIRMAN ROSE: Okay. You have the agenda
 [22] before you. Is -- are we all in agreement with
 [23] that agenda or is there any changes in the
 [24] agenda?
 [25] (No changes.)

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[1] CHAIRMAN ROSE: The agenda will stand
 [2] approved as it has been presented.
 [3] 6. - REPORTS
 [4] CHAIRMAN ROSE: And we're ready for reports,
 [5] beginning with the County Commission. I don't
 [6] see our commissioner here.
 [7] How about Aero Sport? Who is reporting for
 [8] Aero Sport?
 [9] MR. SLINGLUFF: Nothing to report.
 [10] CHAIRMAN ROSE: Nothing? Northrop Grumman.
 [11] MR. LESLIE: Nothing to report.
 [12] CHAIRMAN ROSE: Nothing from Northrop
 [13] Grumman. Pilots Association?
 [14] MR. FLEMING: No report.
 [15] CHAIRMAN ROSE: No report. Then our
 [16] attorney.
 [17] MS. BLOODWORTH: Nothing to report.
 [18] CHAIRMAN ROSE: No report.
 [19] We'll move into action items, and that's
 [20] you, Mr. Wuellner.
 [21] 7.A. - TENANT REQUEST - FLY-BY CAFE
 [22] MR. WUELLNER: Yes, sir. The first item I
 [23] have is a -- is again, surrounding the Fly-By
 [24] Cafe. We sat down -- had an opportunity to sit
 [25] down with the -- with the owner, Mr. France, and

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[1] discussed the details of what happened at last
 [2] meeting and the Authority's action, and brought
 [3] Mr. Lassiter into the loop in terms of the
 [4] discussions, despite our misspelling of your
 [5] name.

[6] But we discussed the merits of perhaps
 [7] alternative methods of going about getting the
 [8] restaurant back open again and to what level, if
 [9] any, the Authority's involvement should be.

[10] In the memorandum that I -- the agenda
 [11] memorandum that -- that I drafted, we had -- and
 [12] based on the last information, speaking with the
 [13] tenant, had discussed the possibility of
 [14] purchasing the leasehold improvements at a
 [15] depreciated value of \$58,800; additional rent to
 [16] be collected at a \$250-a-month increase in rent,
 [17] base rent. The restaurant would open by
 [18] mid-January under -- under our discussion.

[19] Any mitigation for damages alleged to have
 [20] been caused to the business by construction in
 [21] the terminal area would be mitigated by the
 [22] waiver of the balance due to the Authority and
 [23] deferment of any rent until April 1st, beginning
 [24] April 1st of next year, would put that issue
 [25] completely to bed with the Authority.

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[1] MR. FRANCE: Huh-uh.

[2] MR. WUELLNER: Okay.

[3] CHAIRMAN ROSE: Do we want to come back to
 [4] that?

[5] MR. WUELLNER: If you don't mind, I'll be
 [6] right back with you on it. But it's essentially
 [7] the -- you know, all -- if you remember that
 [8] facility, there was absolutely nothing
 [9] constructed in there. It was a big blank room.

[10] And it had to be built out completely and
 [11] modified specifically for a restaurant, to
 [12] include all the electrical improvements, all of
 [13] the plumbing improvements, all of the drywall and
 [14] buildout, creating the kitchen area, as you know
 [15] it. Signs, all of the mural painting and all
 [16] that was done are part -- would be part of the
 [17] real improvements.

[18] The awning on the back and all the
 [19] fire-related suppression equipment are included
 [20] in that. Obviously, they built up the floor to
 [21] deal with the tables. Anything that's
 [22] essentially built into the facility would be
 [23] considered a leasehold improvement.

[24] CHAIRMAN ROSE: Okay. All right. Is there
 [25] any public comment on this issue?

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[1] And the existing lease would exist, but
 [2] would not be transferrable from that point on, so
 [3] that any -- any -- at any point he sells the
 [4] business, the -- the future party would be
 [5] required to negotiate a lease with the Airport
 [6] Authority.

[7] (Whereupon, Mr. Bryant enters the room.)

[8] MR. WUELLNER: And obviously the impacts,
 [9] budget-related, would be \$58,800 to purchase the
 [10] leasehold improvements, and then the flip side of
 [11] that would be an additional \$250 a month over the
 [12] life of the lease at this point, or until
 [13] renegotiated. And that's kind of where we -- we
 [14] left it. And I've spoken to several of you
 [15] individually and, you know, I think there's room
 [16] for quite a bit of debate based on the
 [17] discussions I've had, so...

[18] CHAIRMAN ROSE: Ed, before we start the
 [19] discussion, would you tell us exactly what the
 [20] leasehold improvements are that we'd be buying?

[21] MR. WUELLNER: I would, but I think those
 [22] items walked off with what you borrowed from me.

[23] MR. FRANCE: They're not in here.

[24] MR. WUELLNER: The list -- the letter for
 [25] this was on the front?

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[1] (No public comment.)

[2] CHAIRMAN ROSE: Board members? Joe?

[3] MR. CIRIELLO: Well, Mr. Lassiter, it looks
 [4] like he wants to go first.

[5] MR. LASSITER: Yeah. Since my name is on
 [6] the letter that went around, I think I need to
 [7] clarify exactly our discussion or at least the
 [8] way I understood, going away.

[9] I met with Mr. France and Bryan and Ed,
 [10] because I think that I kind of led the objections
 [11] last time, knowing a little bit about the
 [12] restaurant business and having been in it and
 [13] having to close one before.

[14] And our discussion was one of my positions
 [15] as far as being a board member on a public body
 [16] representing the public and also knowing the
 [17] business and all like that. And I -- I -- the
 [18] first request that was brought to us, I didn't
 [19] feel was anything close to what was in the best
 [20] interest of the public.

[21] The discussion moved on. And talking to
 [22] Dennis, you know, I said I think that there is
 [23] some move in there. I understand that -- the
 [24] hardship that was brought on by the construction
 [25] of the terminal's overrun from the present time

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[1] back to when it was supposed to have been
 [2] finished in September.
 [3] I'm not so sure that -- I didn't enter into
 [4] the discussions of the exact numbers you see
 [5] here. I kind of left it in generalities, saying
 [6] that there might be some room for -- for
 [7] something that we could do for him. If he wanted
 [8] out, if we could bring someone or he could bring
 [9] someone to -- would come in and absolve or -- or
 [10] pay him this amount of money, that would be the
 [11] best-case scenario, to where we would in essence
 [12] continue to be just the landlord or the lessor
 [13] and someone else would deal with him directly,
 [14] and we wouldn't get into the ownership of
 [15] equipment and improvements.

[16] And that's pretty much, if I'm not mistaken,
 [17] Ed, where we left it.

[18] MR. WUELLNER: Uh-huh.

[19] MR. LASSITER: Now -- now, when we -- we got
 [20] our -- our package, I did notice that there are
 [21] specific numbers placed in there. Some of the
 [22] numbers are -- and some of the reasoning, I'm
 [23] going to have to ask Ed basic questions, such as
 [24] why was there an absoltion (sic) of the rent for
 [25] the three to four months, if we're going to pay

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[1] for the leasehold improvements? Was this just
 [2] something, part of the negotiations to get him
 [3] back on his feet?
 [4] MR. WUELLNER: We -- yeah. We had not dealt
 [5] with the issue of mitigation of the damages at
 [6] all and -- and in our -- there were two
 [7] different -- two different items there, one
 [8] relating to alleged damages created by the
 [9] construction and -- the ongoing construction, and
 [10] there was also the issue of the leasehold
 [11] improvements, which --

[12] MR. LASSITER: Okay.

[13] MR. WUELLNER: -- seem to be totally
 [14] separate.

[15] MR. LASSITER: I just got a lease agreement
 [16] with you, and this is pretty much a standard-type
 [17] coverage lease. One of the covenants in here or
 [18] one of the points in here covers that -- just
 [19] that item, in that understanding that it is an
 [20] airport and he's providing service in the
 [21] airport, one of the provisions calls for hold
 [22] harmless on the fact that if there's
 [23] constructions or disasters or whatever, then he
 [24] understands that if it's out of our realm and
 [25] whatever, then -- then we're to be held harmless

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[1] on that. Were you --

[2] MR. WUELLNER: Okay.

[3] MR. LASSITER: Were y'all -- did y'all
 [4] discuss that at all?

[5] MR. WUELLNER: No, I was -- no.

[6] MR. LASSITER: Okay. I just -- you know,
 [7] again, it's -- it's like it was with the paint
 [8] shop and with the warbirds; I don't want anybody
 [9] to get the wrong idea that I'm not for free
 [10] enterprise. And I want people to succeed here.

[11] But at the same time, we have this
 [12] relationship. And I talked to Dennis about this,
 [13] about my -- my feeling is that if we can resolve
 [14] this thing to a degree that the public is
 [15] well-served, such as if we have continuous
 [16] service in the restaurant and there's continuous
 [17] rental income, then there may be something we can
 [18] do, because there is -- is going to be a problem.
 [19] We're going to loss -- lose income if this
 [20] gentleman leaves us, until we can get another
 [21] one.

[22] There are people out there that's expressing
 [23] interest, but it's a case of fishing. Until you
 [24] have one in the boat, it doesn't matter how many
 [25] strikes at the lure; you've got to have one in

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[1] the boat.

[2] So, I think there is some room there for us.
 [3] I'm not sure about these numbers, though. These
 [4] are fairly generous numbers in looking at what
 [5] we --

[6] CHAIRMAN ROSE: Well, they -- if I
 [7] understand what you're saying is that the -- that
 [8] the concept is a valid and appropriate approach.
 [9] You're concerned about the dollar values that
 [10] we've assigned to different elements in the --

[11] MR. LASSITER: Well, my concern is this, is
 [12] that whenever you enter into free -- a free
 [13] enterprise or private business, you take a risk.

[14] And this agreement, in its totality, shows
 [15] that that risk was recognized by the lessor --
 [16] lessee. He recognized that, because he signed
 [17] this, which in essence the paragraph clearly
 [18] states I'm holding you harmless if something
 [19] happens out here and it interferes with my
 [20] business.

[21] In my discussion with him -- and
 [22] unfortunately, when I was talking to him, I had
 [23] not read the lease. So, I've just finished
 [24] reading it, and that's part and parcel of the
 [25] lease.

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[1] Now, having said that, my understanding is
[2] that there was another section of this lease
[3] which gave Dennis a credit for \$30,000 to be
[4] taken out over the rent over and above the base
[5] rent of \$12,000. In other words, the airport
[6] does recognize that Dennis was putting his own
[7] money in there -- Mr. France, I'm sorry. I hope
[8] you don't mind me being a little more personal,
[9] and maybe after this meeting, you'll want me to
[10] be.

[11] But it recognizes the fact that he is
[12] spending his own money in the leasehold
[13] improvements. It recognizes that substantially,
[14] \$30,000, and that he has recourse through growing
[15] his business. If it goes -- exceeds a threshold
[16] base rent and gets into what they call override,
[17] which is a percentage of the actual gross sales,
[18] then out of that percentage, he's allowed to take
[19] over half of his rent back to pay himself back
[20] for the leasehold improvements. But it
[21] specifically states \$30,000.

[22] So, there is in this lease two things. One
[23] says, go out there, and good luck, but if
[24] something goes wrong and we have to tear up the
[25] road in front of your place, you can't blame us,

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[1] according to the lease. Now, that's -- as
[2] Susan's pointed out, that's something that he has
[3] every right in the world to go sue us over and
[4] let a court decide on it.

[5] And the other part of the agreement, it says
[6] we recognize the fact that you're going out and
[7] you're going to spend \$30,000 to build this thing
[8] out to where you can go. And we think that -- or
[9] we agree that you're allowed to recover that cost
[10] over --

[11] CHAIRMAN ROSE: After your --

[12] MR. LASSITER: -- after you make the basic
[13] rent, base rent. So, if I'm reading this
[14] correctly now -- and again, I just got this lease
[15] and I just went through it fairly quickly and
[16] only had a chance to ask one or two questions on
[17] it.

[18] So, is there room for us to do this? Yes,
[19] there is. Because I think that the agreement
[20] originally was -- recognizes the fact that these
[21] leaseholds are needed for him to do business and
[22] there is room for recoup, but as is with some of
[23] the other things in the leases, through different
[24] reasons, it never got to the point to where they
[25] could do that.

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[1] I -- I think that we have the right and the
[2] flexibility to go in there and negotiate to that
[3] number to keep this gentleman in business and
[4] keep going.

[5] But once you get to that now -- and I -- Ed,
[6] I have a question for you also on the \$7,500
[7] forgiveness on nonrecurring expenses. I need to
[8] find out what those are as well. Where are those
[9] coming from? It's -- it's just a number that
[10] just pops up and says these are expenses that
[11] were incurred early on and are nonrecurring; in
[12] other words, they're not rent or anything else.

[13] So, that's kind of where, through the
[14] meeting and meeting with Staff and with Dennis
[15] and all, to where we get to these numbers, and
[16] this is kind of where I am.

[17] I -- I definitely want to work with the
[18] gentleman, as we did with the other two
[19] leasehold -- or lessees. I want to have him
[20] succeed in his business, but I have to protect
[21] what people put me up here for.

[22] So, that's -- kind of brings us up now.
[23] I'll turn the floor back over.

[24] CHAIRMAN ROSE: Joe?

[25] MR. CIRIELLO: Yes. I have some things to

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[1] say and ask the lady -- lovely lady over here a
[2] couple of questions. Is this you, Charlie
[3] Lasser, L --

[4] MR. LASSITER: It's close.

[5] MR. CIRIELLO: I thought it was one of the
[6] co-owners.

[7] MR. LASSITER: I've been called --

[8] MR. CIRIELLO: I thought it was one of the
[9] co-owners of the restaurant.

[10] MR. LASSITER: I've been called a lot worse.

[11] MR. CIRIELLO: When I got this, and I went
[12] over it, I wrote down one, two, three, four, five
[13] points. And over -- I wrote myself some notes.
[14] And then -- as this recommendation stands that
[15] Staff has, I couldn't go by it. But number one,
[16] I put down no. Number two, okay. Number three,
[17] okay. Number four, no. Number five, okay.

[18] Now, I don't know -- maybe you guys can let
[19] me know. In the original lease, when you guys
[20] saw that it was a basic empty room over there and
[21] you had to make, you know, shelves and counter
[22] space and everything, was anything put down in
[23] writing that this would be completely yours and
[24] if something happened, that you would take it
[25] with you when you leave or anything like that?

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[1] MR. FRANCE: I don't think that was
[2] mentioned.
[3] MR. CIRIELLO: Well, the reason I'm
[4] asking -- this is why I've got to ask the
[5] attorney. If I was to go out -- say this was an
[6] empty room and I was going to rent it from
[7] somebody and start a business and I would go tell
[8] the people I'm going to rent from them, well, my
[9] business is going to entail me doing a little
[10] construction in here, you know, other than just
[11] paint the walls. I'm going to build this, I'm
[12] going to build that.
[13] I don't know if the renter would have the
[14] ability to say, well, if you do and you leave, it
[15] becomes ours, or if you do and you leave, you
[16] have to get rid of it or whatever. This is what
[17] I'm trying to get to.
[18] Is there any laws that says that if there's
[19] nothing written one way or another on the okay
[20] for building all this, and something happens like
[21] now, do we automatically get to say it's ours, or
[22] does he automatically get to say I have to get
[23] rid of it? Or, if we don't want to buy it -- you
[24] get what I'm trying to get at.
[25] MS. BLOODWORTH: Yes. Typically in a

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[1] I'd like to hammer it out somehow that
[2] either they take it with them or leave it. And
[3] if we're going to get another restaurant in
[4] there, of course, we'd like to see it there. But
[5] who knows? We may just want the empty room
[6] again.
[7] But in light with that same thinking, come
[8] down here to damage mitigation, Ms. Bloodworth.
[9] In -- in the -- well, I don't know if it's
[10] business or government or whatever, but you've
[11] seen it happen, I guess we all have. Somebody
[12] has a business along the road, the state comes in
[13] or somebody and they start doing some
[14] construction, and these businesses lose. Maybe
[15] even the road relocates and the people lose
[16] business forever.
[17] Is it the responsibility of the state or the
[18] government or whoever to make up the losses that
[19] these people incur because of this construction
[20] or improvements or whatever?
[21] MS. BLOODWORTH: This is going to be an
[22] answer you'll hate, but that's sort of a law
[23] school question, that it is fact intensive and it
[24] just depends on the facts of the situation.
[25] There are arguments for "takings" law where

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[1] commercial setting, if it's not specifically
[2] addressed in the lease -- and I haven't reviewed
[3] this lease totally to know whether y'all have
[4] addressed that eventuality. But if an
[5] improvement is a business-related improvement and
[6] it can be removed from the property, the real
[7] property without damage or can be removed and the
[8] damage repaired to restore the property, then it
[9] would travel with the tenant.
[10] If it's an improvement that is permanent in
[11] nature, it becomes part of the realty and belongs
[12] to the landlord on the -- on the tenant's exit.
[13] MR. CIRIELLO: Well, I don't know what all
[14] these improvements -- like the electrical wiring
[15] and building of a platform so people can look out
[16] the window and different -- and I don't know if
[17] they put in any heating coils or, you know, for
[18] the stoves or whatever.
[19] I -- but I don't think that it could be
[20] taken apart without doing some damage to our
[21] building; therefore, from what you're saying, we
[22] don't have to buy it; it would be ours. But in
[23] light with the same -- so, that's why I said no,
[24] I'm not in agreement with this recommendation to
[25] buy that stuff.

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[1] the government comes in and does something and it
[2] so deprives you permanently of the use of your
[3] property, or for a substantial period of time so
[4] that you are damaged, that you could bring a
[5] cause of action against the government and seek
[6] compensation for a taking without compensation.
[7] MR. CIRIELLO: What about temporary?
[8] MS. BLOODWORTH: Temporary takings have been
[9] recognized in Florida, but it depends on the
[10] facts. It depends on what they've done, how
[11] you're damaged, if you can prove it. And there's
[12] just all kinds of facts that they get to look at
[13] before they decide. And it's a tough area of the
[14] law.
[15] MR. CIRIELLO: Okay. But in -- in the same
[16] light on this particular point that I say no
[17] on -- not on the point that you just said now --
[18] I don't -- I have down here, may seem we have set
[19] a precedent on waiving rent losses and we can't
[20] get into the habit of doing that, when we wrote
[21] off the \$28,000 for the rent losses that we
[22] encountered, so if we go and give these people
[23] the \$7,500 either in credit or money because of
[24] doing the construction and everything out here,
[25] what's to say Top Gun, the paint shop, the flying

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[1] school and everybody else can't come in here and
 [2] say, "Hey, you gave them some money because their
 [3] business was hurting with your construction; we
 [4] have also been hurt"?

[5] And then every one of them come in here and
 [6] say, "Well, you've set a precedent." I know they
 [7] didn't -- I think in law sometimes precedence go
 [8] a long way.

[9] So, if we go and give this damage lit --
 [10] mitigation part an okay, which I say no to, we
 [11] may be setting up a precedent for future claims
 [12] on damage.

[13] MS. BLOODWORTH: Precedent is a strong word.
 [14] It might suggest to someone else that they could
 [15] come in and ask the same question. Whether the
 [16] facts are the same or whether your negotiations
 [17] are the same is a different story.

[18] You can always negotiate, even though you
 [19] may see in the lease language that says we're
 [20] protected and the improvements -- you know, that
 [21] you knew this was an eventual possibility and so
 [22] you went ahead and signed this lease and you knew
 [23] this could happen, doesn't mean that they still
 [24] couldn't try to seek damages and bring an action.

[25] And so, part of the flip side of that is

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[1] whether you are willing to roll the dice, see
 [2] what happens, let it go to court or wherever they
 [3] head from a no, or whether you try to negotiate
 [4] some settlement.

[5] I don't know that it sends a clear
 [6] precedential message, but it may just suggest to
 [7] someone else, that, well, gosh, it worked for
 [8] them; maybe it will work for us.

[9] It's certainly suggestive, but I wouldn't
 [10] say it's dispositive, doesn't decide it in their
 [11] favor, each and every time here on out you'll
 [12] have to do that.

[13] MR. CIRIELLO: Generally speaking, when
 [14] somebody starts a business, like Mr. Lassiter was
 [15] saying earlier, you take a risk whether it's
 [16] going to fly or not. And if it doesn't fly, you
 [17] know, it's -- it's hard. And you can sympathize
 [18] with the people, but that's the way things go.

[19] So, like I said, the way I have this agenda
 [20] memorandum before me, to sit down and go by the
 [21] recommendation of Staff and say yes to this whole
 [22] thing, I'm against the, number one, like I said,
 [23] the \$58-, and I'm against the number four, damage
 [24] mitigation part, for what we just discussed.

[25] I have no problem with renegotiating. As a

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[1] matter of fact, I would have no problem with that
 [2] part on even dropping the \$250 a month and just
 [3] letting them continue on with their present rate
 [4] until we either -- they can either talk somebody
 [5] else into taking over their lease or letting us
 [6] do it so they can save that \$250 a month by just
 [7] staying where they're at, rather than buy that
 [8] stuff up there for 58 grand and giving them
 [9] \$7,500 down here. So, I would go that far.

[10] Then as far as the restaurant remaining
 [11] open, fine. And then the last part, I'm fine
 [12] with that, too. Whether they or we find another
 [13] tenant, let them stay open until something occurs
 [14] there.

[15] But the number one and the number four part,
 [16] I -- I couldn't go along with voting for this
 [17] thing as is.

[18] CHAIRMAN ROSE: Charles -- Charles, I have a
 [19] question. I didn't quite catch, you said that
 [20] you discovered a document that delineated a
 [21] \$30,000 --

[22] MR. LASSITER: That's correct.

[23] CHAIRMAN ROSE: -- cost of leasehold
 [24] improvements that was -- would be recoverable as
 [25] a -- as the business prospered and they are --

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[1] they went through a certain threshold in their --

[2] MR. LASSITER: Exactly. That's -- that's
 [3] one of the --

[4] CHAIRMAN ROSE: Now that -- just let me add:
 [5] That \$30,000 that you mentioned is what I compare
 [6] here with the \$58,8- if we're going to reimburse.
 [7] I mean --

[8] MR. LASSITER: In our --

[9] CHAIRMAN ROSE: Well, there's \$58,8- of
 [10] leasehold improvements here. But there's a
 [11] document that says that the \$30,000 -- the
 [12] \$30,000 worth of leasehold improvements is what
 [13] we will permit him to recover.

[14] MR. LASSITER: Exactly.

[15] CHAIRMAN ROSE: Not \$58,8-.

[16] MR. LASSITER: Right. The \$58,8- number
 [17] apparently comes from Ed and Mr. France's
 [18] negotiations.

[19] CHAIRMAN ROSE: This recent negotiation,
 [20] yeah.

[21] MR. LASSITER: Right. There's a couple of
 [22] items in here. The improvements -- and generally
 [23] in a restaurant, your improvements you depreciate
 [24] out. You build it up and you depreciate it out
 [25] so you get the tax advantages out of it. Okay.

Page 25

[1] The other thing is, is if you materially
[2] improve the landlord's property, those are
[3] negotiable, you know, what you pay and what you
[4] don't pay. In other words, the duct fan that
[5] goes up through the ceiling and therefore
[6] penetrates the roof and all of that has to be
[7] done professionally and it's expensive.

[8] So, it's not uncommon in leases to do this.
[9] In other words, you know, when you leave or we'll
[10] let you do this at your expense and then I'll
[11] give you a -- something, or I'll go build it out
[12] and then you pay me back over the life of the
[13] loan. These are common covenants in leases.

[14] But, the -- the particular covenants they
[15] used here is, is that he could recover \$30,000 of
[16] his expenses at an above level in the lease
[17] agreements; in other words, he pays \$1,200 a
[18] month base every month. But if he does really
[19] good up there and he say -- let's say he brings
[20] in \$1,200 -- by this formula, he has to hit let's
[21] say \$50,000. Once he hits \$50,000, then another
[22] part of the rent income kicks in, which says, "Or
[23] 3 percent of the gross, whichever is greater."

[24] And then what this says is, is that, the way
[25] I'm reading it, is that if that 3 percent is

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[1] greater than the -- above \$1,200 to whatever that
[2] greater amount is, he gets up to \$637.41 to not
[3] pay us.

[4] CHAIRMAN ROSE: Right.

[5] MR. LASSITER: To keep for the improvements.

[6] CHAIRMAN ROSE: Till he recovers \$30,000.

[7] MR. LASSITER: Till he recovers \$30,000, a
[8] five-year loan of \$30,000 at 10 percent interest.

[9] So, this -- this is where I can see there's
[10] room in here to do something for him, although
[11] the letter of this -- he's showing that this --
[12] this restaurant is increasing in sales. So, he's
[13] getting close to where this would kick in. But
[14] all of a sudden, he's had the slats kicked out
[15] because we had to expand the terminal. Okay.
[16] So, now all of a sudden, instead of increasing,
[17] he has found himself back down here.

[18] So, this is where I'm saying that there is
[19] room. Now, the \$58,8- came out of a negotiation
[20] between Staff and Mr. France. I believe that's
[21] correct. Did I say --

[22] MR. WUELLNER: Yes.

[23] MR. LASSITER: -- that correct?

[24] CHAIRMAN ROSE: Joe, you got anything else
[25] to --

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[1] MR. CIRIELLO: (Shakes head.)

[2] CHAIRMAN ROSE: I -- does -- do either of
[3] you care to make a motion on this issue at this
[4] point?

[5] MR. WUELLNER: Would you like to have any
[6] discussions with Mr. France or -- I mean, I --

[7] MR. LASSITER: I empathize with that. It's
[8] almost a point to where we almost have to vote
[9] this up or vote it down. And I -- you know, and
[10] I have talked to Dennis about -- I talked to
[11] Mr. France about this. And, you know, now's your
[12] chance to talk to us and tell us where you're --
[13] where do you see punch holes in what we're
[14] saying?

[15] MR. FRANCE: The original -- the original
[16] \$30,000 was a negotiated price. The actual
[17] leasehold improvements to the building, actual
[18] physical assets we put in the building without
[19] the equipment or anything else, was about
[20] \$74,000. And that was 3 percent over that \$1,200
[21] a month lease, that that would kick in.

[22] When we originally opened the restaurant --
[23] I know it's not in the lease, but in order for --
[24] as we had talked about with Ed, and I think
[25] actually Mark was on the board at that time.

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[1] When we originally opened the restaurant, we
[2] knew there was not enough parking out there, but
[3] we were building that parking lot in the back.
[4] That extra 50 spaces around the corner in the
[5] back was an option to open the restaurant. We
[6] needed that to open the restaurant. And that was
[7] negotiated. We had to have that parking,
[8] additional parking in order to open the
[9] restaurant. So, that was our part of it.

[10] Although that was not in the lease, we, in
[11] order and that was a contingency for us. We had
[12] to have additional parking to open the restaurant
[13] up. And that was provided for us.

[14] And since the terminal construction, we --
[15] the date proposed, date the terminal construction
[16] was supposed to be completed was September 15th,
[17] was my understanding. So, we knew we were going
[18] to take losses from taking the parking lot down
[19] until September 15th. We were prepared to do
[20] that for the best interest of the airport. It
[21] wasn't my best interest. I knew I was going to
[22] lose money in the first place.

[23] But the construction is still not done and
[24] we have still lost. I've got the numbers back
[25] there. It's \$30,000 -- over about \$30,562 that

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[1] was lost between last year's numbers -- it's
[2] actually between June and November 4th when we
[3] closed this year.

[4] So, that's -- that's what's brought us to
[5] the premise. The business is a viable business
[6] on the airport. We have proven that. We have
[7] proven that since day one. Business has actually
[8] gone from -- you know, we have never -- we have
[9] gone to about \$10,000 in the last two months of
[10] business. Since the first month we stayed open,
[11] we have never been that low in business. Our
[12] average, you know, business day or business month
[13] has been around \$19-, \$20,000 a month. So, it is
[14] directly due to the impact of the situation of
[15] the terminal that has brought us to this point.

[16] And as far as leasehold improvements, like I
[17] said, we put -- we put actually about \$75,000 in
[18] that building. I can prove every -- you know,
[19] all the contractors and everything, we put in the
[20] building. And those numbers --

[21] MR. LASSITER: May I ask a question?

[22] CHAIRMAN ROSE: Go ahead. Yeah.

[23] MR. LASSITER: Dennis, were you aware that
[24] this was in here, that if things didn't go well
[25] or if they improved the terminal and all, that

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[1] basically you couldn't come to us and ask --

[2] MR. FRANCE: No, I wasn't aware. The
[3] original lease, we based on another lease that I
[4] actually got out of Vero Beach, and I thought
[5] there was provisions in the lease that -- the
[6] original lease we had was provisions that said,
[7] you know, if there was a natural disaster here,
[8] that we would get reimbursed, or, you know, if
[9] there was a natural catastrophe and the military
[10] came in -- I have looked at this lease and that
[11] wasn't in -- that was in the original lease that
[12] I thought we were working on. That was not in
[13] this -- this portion of the lease, so...

[14] CHAIRMAN ROSE: What I -- what I'm hearing
[15] you say is that this is a good business, and it
[16] was a good business as long as people had access
[17] to parking and could get in and out of here to --

[18] MR. FRANCE: Yes, sir. And I can provide
[19] you with letter after letter.

[20] CHAIRMAN ROSE: Well-

[21] MR. FRANCE: We've got plenty of people.
[22] Grumman has provided -- will write letters to you
[23] saying the very same thing, as well as Airport
[24] Authority people that go there and say they can't
[25] park.

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[1] CHAIRMAN ROSE: Okay. But with you -- with
[2] you telling me that, then my -- the way I look at
[3] this, then, when the terminal is completed and
[4] the parking is set and the arrangements around
[5] the U.S. 1 is finished and people can get in and
[6] out, the business should be as good or better
[7] than it was prior to all this construction.

[8] MR. FRANCE: Oh, absolutely. With the
[9] expansion of the terminal and everything else, we
[10] were planning on that.

[11] CHAIRMAN ROSE: So, then my question is:
[12] Why do you want to sell this business? Why don't
[13] you want to negotiate with the airport some way
[14] to keep -- keep the business open until such time
[15] as you can get into a full -- your customers will
[16] have full access to it again?

[17] MR. FRANCE: Well, I have. And that's what
[18] Ed and I was talking about. I was prepared to
[19] sign a new lease without the leasehold
[20] improvements to get us back on track again. And,
[21] you know, we need -- we need money to get back on
[22] track, and it's going to cost money to reopen the
[23] business again. And we've talked about that
[24] situation.

[25] We are prepared to open back January 15th.

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[1] And the U.S. 1 construction, I don't see has been
[2] that much of a viable issue for us. We've still
[3] got a lot of Grumman traffic that comes down and
[4] people that come down. It's just basically they
[5] have nowhere to park. There's not one space out
[6] in front of that building. And Grumman has 45
[7] minutes for lunch and that's it. And they need
[8] to get here and come back.

[9] And we have sat there and watched them.
[10] We've actually talked to them, and they've tried
[11] to carpool over to reduce it, but there's just
[12] not one space. And during the day, there's
[13] people parked out in front of the terminal,
[14] completely cover the space. You know, it's
[15] with -- the rental cars now -- were on the side
[16] of the building; now they're up front of the
[17] building. And, you know, it's -- the parking
[18] issue is the issue.

[19] And we can -- like I said, we can provide
[20] letters and everything else, you know, stating
[21] those issues, that it's -- it's created damage.
[22] Like I said, we have stayed -- you know, I didn't
[23] want to close down, because I didn't want to lose
[24] my employees, and take the coverage.

[25] So, we planned to take these losses through

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[1] September 15th when the construction was supposed
[2] to be done. We knew we were going to take losses
[3] until the construction was done on September
[4] 15th. But now it's continuing. So, we finally
[5] had to come to this point and close, is why we're
[6] here.

[7] CHAIRMAN ROSE: Have we -- have we passed
[8] the threshold to the point where you cannot or
[9] would not want to be in business after the
[10] terminal --

[11] MR. FRANCE: Oh, no. We -- I'm prepared to
[12] sign -- that's what I told Ed. I'm prepared to
[13] sign the lease, a new lease after December 15th
[14] to continue on business at a higher rate if we
[15] can negotiate a price to pay for some of the
[16] damages to get me back in business again.

[17] I don't think I should, you know, have to
[18] lose -- lose money in revenue and business
[19] because of the construction. And it's going to
[20] cost me more to get up and operating. I've got
[21] to rehire all my employees again. We've got to
[22] get up there and reconnect again. We owe money
[23] out there.

[24] And we've -- we've gone through a lot of
[25] money in order -- you know, if I would have known

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[1] the construction was going to take this long and
[2] be delayed, sure, I would have closed in June
[3] back when the parking lot was gone.

[4] CHAIRMAN ROSE: Yeah.

[5] MR. FRANCE: We would have closed
[6] temporarily and say, okay, we're going to close
[7] until this construction issue is done. But we
[8] stayed open, to the best interest of the airport
[9] and our customers, because they didn't want to
[10] see us close until September 15th.

[11] When that date went by and nothing was --
[12] nothing was done, it just forced us. We stayed
[13] open until November, was -- was the latest we
[14] could stay open and still, you know, still lose
[15] revenue. So, in hopes that we would have a
[16] parking lot.

[17] And we've been updated and talking to people
[18] here. And, you know, the parking lot's going to
[19] be done, we were told, I think -- actually
[20] supposed to be done a month -- actually, five
[21] weeks ago on a Monday, they said they were going
[22] to actually pave it. So, we closed down that
[23] week, because they said they were going to pave
[24] the entire parking lot, so we closed down, in
[25] essence, to have that parking lot paved. And it

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[1] wasn't done. So, it's just been kind of an
[2] ongoing thing with us.

[3] CHAIRMAN ROSE: Joe, do you have any
[4] questions?

[5] MR. CIRIELLO: Yeah. I -- since he just
[6] said something I wanted to ask a question in that
[7] light, but then I have a question to Mr. Lassiter
[8] and one to the attorney.

[9] You're talking about the parking and it's
[10] supposed to have done, and I don't know. When
[11] was it supposed to have been done?

[12] MR. FRANCE: The date we had on the terminal
[13] was like September 15th. And then five weeks
[14] ago, I called when this was -- kept on going on,
[15] the issues, and I spoke to -- I think I spoke to
[16] Ed. And they said they were scheduled to finish
[17] the parking.

[18] That was actually five weeks ago on a
[19] Monday. They were scheduled to complete the
[20] parking lot that week. So, we shut down. We
[21] planned to shut down and put signs on the door
[22] that we were going to be shut down for that week
[23] in order for the parking lot to be paved. And
[24] they're still no further along.

[25] MR. CIRIELLO: Well, in that light, Ed -- or

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[1] the attorney, is there any way we can come back
[2] onto the contractors because -- are they legally
[3] behind schedule or anything? Can we gripe at
[4] them because they're hurting our restaurant
[5] business and it's -- and it's reflecting onto us?
[6] Can we get any -- what word am I looking for?

[7] MR. WUELLNER: Damages.

[8] MR. CIRIELLO: Huh?

[9] MR. WUELLNER: Damages.

[10] MR. CIRIELLO: Yeah. Can we get anything
[11] out of them because it's hurting him because
[12] they're not holding up their end? Or are they?
[13] I mean, according to the contract, can they be
[14] behind like they are and it doesn't mean anything
[15] because it's not stipulated or what?

[16] MR. WUELLNER: No. It's -- it's in the
[17] hands of the attorneys in Jacksonville, with
[18] Rogers Towers.

[19] MR. CIRIELLO: Okay. All right.

[20] MR. WUELLNER: The contract people are
[21] working through those issues.

[22] MR. CIRIELLO: Then let's go on with it. I
[23] was going to ask Mr. Lassiter and then come back
[24] to her.

[25] Since you're in the business in general --

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[1] let's say this thing does go belly up and he
[2] sells us the equipment and whatnot. Is there any
[3] guarantee that a new client would come in, or
[4] tenant, and not want to change anything? In
[5] other words, if somebody would come in and say,
[6] "Well, I don't like the way this looks --" Of
[7] course, with the size of it, I don't know where
[8] they'd move anything.

[9] But if we pay for all that, then somebody
[10] else comes in and says, yeah, I'll start another
[11] restaurant here and everything, but I'm going to
[12] change this, change that, and it's throwing good
[13] money after bad. Get what I mean?

[14] MR. FRANCE: Like I say, if you pay for
[15] that, I'm going to run the restaurant.

[16] MR. CIRIELLO: Huh?

[17] MR. FRANCE: I will be running the
[18] restaurant.

[19] MR. CIRIELLO: No, I thought maybe it was --

[20] MR. FRANCE: It will be business as usual.

[21] If these damages are paid out, the process we are
[22] prepared to sign a lease at higher -- higher
[23] rate, so you'll recoup the depreciation on the
[24] money that you paid out, you'll just buy out the
[25] leasehold improvements that exist in the

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[1] building. I continue business.

[2] MR. CIRIELLO: I was going on the assumption
[3] that we don't come to an agreement and you do
[4] leave. And somebody else comes in, and if they
[5] do and they want to change things -- thanks,
[6] Donna. That wouldn't help.

[7] If they would come in and say, well, I --
[8] you know, I want to change -- make some
[9] changes -- just you rent my house. You move into
[10] it, you repaint, you change cabinets, do this and
[11] that, and if that -- and if that situation
[12] occurred and somebody would do that, then what we
[13] have bought is of no consequence. You get what
[14] I'm saying?

[15] MR. LASSITER: Yeah. There -- there's
[16] really -- if someone wants to come in and start
[17] the restaurant as cheaply as they can, they're
[18] not going to touch anything. They'll walk in,
[19] open the door, and put the open sign on.

[20] MR. CIRIELLO: Okay.

[21] MR. LASSITER: There are then -- above that,
[22] it's all the way to ripping everything out and
[23] starting all over.

[24] MR. CIRIELLO: Yeah.

[25] MR. LASSITER: There are systems in there,

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[1] such as the hood system, which is required by
[2] state law, the fire suppression systems, the fan
[3] system, the air duct systems. All of those are
[4] required by law. Doesn't matter whether you run
[5] one fryer or from here to the door with cooking
[6] equipment; you still have to have this type
[7] equipment in there. Those are -- such as the fan
[8] systems that penetrate the roof, are very
[9] expensive, because you're penetrating a roof and
[10] they have to be put in properly.

[11] The fire suppression system is a system that
[12] must be validated by the state every six months,
[13] so it has to be something that work. And those
[14] are expensive systems.

[15] MR. CIRIELLO: Okay.

[16] MR. LASSITER: The -- the other leasehold,
[17] such as the bar or the platform and all, that's
[18] whatever the new tenant wants from tearing it all
[19] out or leaving it.

[20] MR. CIRIELLO: Yeah, that's what I was
[21] getting at, that part of it, you know, the --
[22] okay. Now, I stated earlier that the way this
[23] staff recommendation is per se, I wouldn't go
[24] with it. Now, I said I didn't like number one,
[25] number four.

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[1] Could I change this thing if I wanted to
[2] make a motion and say that we exclude point
[3] number one and point number four and accept the
[4] other three so that he could go ahead and -- and
[5] do away with that \$250 a month also to give him
[6] that little extra money to work with. That if he
[7] would accept that, then he could go ahead and try
[8] to start his restaurant.

[9] And we could not close -- you know, be
[10] dead-cared against it, but we could renegotiate
[11] this 58 grand and the other hardships on point
[12] for later, at least just to get him satisfied
[13] enough to get started? Could I make a motion to
[14] that effect, or does it have to be to accept this
[15] thing one way or the other?

[16] MR. WUELLNER: I think what you -- if I'm
[17] hearing you correctly, you wouldn't need to do
[18] anything, because that essentially guts the
[19] entirety of what is on the table. That -- I
[20] mean, that's certainly up to you. But if you
[21] want to negotiate something else, then I think
[22] that's the direction we need to go. If it's not,
[23] then --

[24] MR. LASSITER: I think -- I think, Joe, that
[25] we either need to vote this up or down, because

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[1] what in essence is going on is negotiations
[2] between the leasehold -- leaseholder, the lessee,
[3] and -- and our people. If we go in there and
[4] start saying, well, we'll do this, that, and
[5] this, the other, in essence, they've got to
[6] negotiate with him.

[7] If we do this, and Mr. France says no, then
[8] where are we?

[9] MR. CIRIELLO: Well, if we go --

[10] CHAIRMAN ROSE: I think to answer your
[11] question, you can make any motion you want to.

[12] MR. LASSITER: Yeah. Okay. But --

[13] CHAIRMAN ROSE: But all we're trying to do
[14] is this: Is put Ed in a position where he can --
[15] where they have some room to maneuver here.

[16] MR. LASSITER: I think -- yeah. I think
[17] you're right.

[18] MR. WUELLNER: We'll be done with it, you
[19] know, whatever you -- whatever the pleasure is.

[20] MR. LASSITER: I think we have to -- we have
[21] to tell Ed this: Is there room for us to
[22] negotiate any kind of relief for this gentleman
[23] to keep his restaurant open?

[24] CHAIRMAN ROSE: Yeah.

[25] MR. LASSITER: He's saying that he has gone

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[1] into debt because of the conditions out there and
[2] to get back open, he has to have some relief from
[3] us to get it opened back up again. And -- and I
[4] think that's the basic premise that we're saying
[5] here, not whether we approve this amount or
[6] whatever. But it's -- he's looking for
[7] concessions. If this -- this board is not
[8] willing to give concessions, then we say no and
[9] we throw it to the wind and then it -- it turns
[10] over to legal staff.

[11] MR. CIRIELLO: Well, if we --

[12] MR. LASSITER: It goes there.

[13] MR. CIRIELLO: Charlie, if we vote this up
[14] or down, and let's say we make the motion and
[15] vote it, then we -- and it passes, as it is,
[16] we're going to pay him \$58,800 for point one and
[17] the \$7,500, and so that we're talking we're going
[18] to spend over \$60-some thousand by voting this
[19] thing up, right?

[20] MR. LASSITER: I realize that, and I -- I
[21] don't favor it, either. I sat in and we -- we
[22] talked in theory and all, but at the same token,
[23] as -- as it was in the case of the leasehold
[24] improvements that we renegotiated over here, I'm
[25] always in favor of trying to do the best we can

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[1] with negotiating and -- and still give this
[2] gentleman an opportunity to run his business but
[3] at the same time protect the interest of the
[4] public. And that's what I'm saying. If there's
[5] room for further negotiations, then what I'm
[6] saying is I don't like this, either. I'm not
[7] happy with it.

[8] But if there's room that we can come back
[9] and talk about these leasehold improvements and
[10] explore this lease a little more and be able to
[11] massage it and get him open and where he makes a
[12] profit and therefore we don't have a gap.

[13] If we let this go, we're walking away from
[14] the rent for a period of time of whatever it
[15] takes for someone to rent it again, go in, do
[16] their -- bring it up to whatever they want to,
[17] and open it back up.

[18] MR. CIRIELLO: I see what you're saying.

[19] CHAIRMAN ROSE: Why can't we ask -- approve
[20] this concept and ask the staff to get with the
[21] owner and see if we can't bring this -- some of
[22] these numbers more into line?

[23] MR. WUELLNER: Well, I'm wondering if what
[24] I'm not hearing is you're not -- you're not
[25] really interested in -- in dealing with the

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[1] leasehold improvements, as it's, you know, at
[2] least our position on the -- on the lease
[3] document itself. They're probably ours, anyway,
[4] so -- so, why pay for them?

[5] There's a methodology within the lease to
[6] allow him to recoup some of those costs, you
[7] know, if the business proves successful. And the
[8] issue may more cleanly be put in the area of
[9] mitigating what if any damage we did in the -- to
[10] his business as a result of the terminal
[11] construction project and -- and keep the
[12] ownership of anything to what it is now.

[13] You know, is there anything that the
[14] Authority would like to negotiate with him in
[15] terms of mitigation? Forget the ownership of
[16] improvements. Let those rest with the lease the
[17] way they are now.

[18] CHAIRMAN ROSE: I'd like to keep him in
[19] business.

[20] MR. WUELLNER: Maybe that cleans up
[21] valuation issues and the like, other than
[22] substantiating damage or coming to some agreement
[23] on --

[24] MR. LASSITER: Ed, you basically said what
[25] I'm -- I'm saying, that I -- I want to give

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[1] Mr. France an opportunity to be successful in his
[2] business, but at the same time, if the lease says
[3] that this is the way the leasehold improvements
[4] are going to be handled, then I think we need to
[5] live by the covenants of this lease, much as we
[6] did with the leases over there.

[7] And I think consistency must be something
[8] that we have to face in dealing with these
[9] different leases. And I -- in my opinion, to buy
[10] the gentleman's leasehold when it's already
[11] addressed in the lease is very -- very much a
[12] stretch.

[13] Now, what do we need to do to get him to
[14] where he can survive and get back into a
[15] profitable operation? And that's where I think
[16] that we have some negotiate -- room to negotiate
[17] as we did with these other people with their --
[18] their leasehold improvements.

[19] MR. CIRIELLO: Then if you accept this as
[20] is, that's \$66,300 that we're going to be
[21] subsidizing that he's going to get no matter what
[22] you negotiate because you're saying you're going
[23] to give him that money.

[24] MR. LASSITER: No.

[25] MR. CIRIELLO: And that's not what I'm

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[1] willing to do.

[2] MR. LASSITER: No. I'm saying --

[3] MR. CIRIELLO: That's the way it sounds to
[4] me.

[5] CHAIRMAN ROSE: That's not what he's --

[6] MR. LASSITER: No. If -- if you read the
[7] lease -- and that's where I think quite frankly
[8] we need to get you a copy, Joe, of this lease and
[9] let you read through it and ask questions.

[10] You'll understand that many of these things that
[11] are addressed in here are already addressed in
[12] here with formulas and very clear language.

[13] And what I'm saying is, I -- and I would --
[14] I would probably make a motion that we would --
[15] we would deny this, turn this down, and then
[16] direct Staff to go back to -- to Mr. France and
[17] negotiate on what it's going to take to get him
[18] to open his business again with the flexibility
[19] that we can have, whether it's rent relief or
[20] rent postponement or other things that we did
[21] when we -- we asked Ed to do the same negotiation
[22] with the other people.

[23] And then if there is no room at all, then,
[24] yes, we may have to say, "I'm sorry, but this is
[25] the lease agreement and this is what we're going

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[1] to live by because this is what you signed four
[2] years ago."

[3] But I want to work as best we can. I want
[4] Staff to work personally to -- to make you
[5] successful.

[6] MR. CIRIELLO: I have no problems with that,
[7] what you just said, but I won't make a motion or
[8] second or vote for this.

[9] MR. LASSITER: I -- I make a motion to turn
[10] down or to deny tenant request for Fly-By Cafe as
[11] presented by Staff. That's my motion.

[12] CHAIRMAN ROSE: Do I hear a second?

[13] MR. CIRIELLO: I'll second.

[14] CHAIRMAN ROSE: Any discussion?

[15] (No discussion.)

[16] CHAIRMAN ROSE: All in favor, say aye.

[17] MR. CIRIELLO: Aye.

[18] CHAIRMAN ROSE: Aye.

[19] MR. LASSITER: Aye.

[20] CHAIRMAN ROSE: Opposed?

[21] (No opposition.)

[22] CHAIRMAN ROSE: The motion is carried. Now
[23] I think we need to provide some instruction to
[24] Staff.

[25] MR. LASSITER: Through the discussion.

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[1] CHAIRMAN ROSE: Charles, I'm going to -- I'm
[2] going to defer to you, since you're the guy
[3] that's doing all the work on this.

[4] MR. LASSITER: I -- I think Ed pretty well
[5] knows where we want to go with this thing if
[6] Dennis will work with us on it. I -- I don't
[7] know where Dennis is. I know he's --

[8] MR. FRANCE: I've been trying to work with
[9] y'all for the last --

[10] MR. LASSITER: I realize that.

[11] MR. FRANCE: -- since June to get this
[12] straightened out. I've lost -- like I said, I've
[13] lost money, kept this thing open knowing we were
[14] going to lose money until September 15th.

[15] MR. LASSITER: Right.

[16] MR. FRANCE: And it's gone way beyond that.
[17] So, I think I've --

[18] MR. LASSITER: Well, then --

[19] MR. FRANCE: -- done my part.

[20] MR. LASSITER: Then let -- let me do this:
[21] Let me -- let me ask Staff if they would work
[22] with you again on -- on doing something that will
[23] work out for both of y'all.

[24] MR. FRANCE: Are we going to go on another
[25] month? Does it have to go in front of another

[1] board meeting? Are we going to be down for
 [2] another month?
 [3] MR. LASSITER: Well, I understand that
 [4] there's going to be something coming up on the
 [5] agenda very quickly that comes up right at the
 [6] first of June --
 [7] MR. WUELLNER: January.
 [8] MR. LASSITER: I'm sorry, January?
 [9] MR. WUELLNER: January, yeah.
 [10] MR. LASSITER: January, where it will be
 [11] probably within two weeks or three weeks?
 [12] CHAIRMAN ROSE: January 8th.
 [13] MR. LASSITER: January 8th? We're going to
 [14] have to do it before a board, unless we empower
 [15] Ed to go ahead and -- but we don't know where
 [16] it's going to go. How can we do that?
 [17] MR. WUELLNER: We can put it on the agenda.
 [18] I mean --
 [19] CHAIRMAN ROSE: For the 8th.
 [20] MR. LASSITER: For the 8th or the 9th.
 [21] MR. WUELLNER: We've got the Monday down. I
 [22] think it has to be --
 [23] MS. GLASSER: 8th. It's the first Tuesday
 [24] after the first Monday --
 [25] MR. WUELLNER: It's supposed to be Tuesday,

[1] it up.
 [2] CHAIRMAN ROSE: What's -- what's the staff
 [3] schedule? What can we do?
 [4] MR. WUELLNER: Well, we're good the balance
 [5] of this week, and then the 26th through the
 [6] -7th -- 26th, 27th, 28th, the following week,
 [7] we're here.
 [8] MR. LASSITER: That would move it up another
 [9] week and a half, so you would be approximately
 [10] week and a half out.
 [11] MR. FRANCE: That'd be great.
 [12] MR. WUELLNER: So, the week, the 26th, 27th,
 [13] 28th time line? Does that leave enough time to
 [14] advertise? Special meeting, single item?
 [15] CHAIRMAN ROSE: Okay. Let's set a meeting
 [16] at that time. What did you say, sometime after
 [17] Christmas? Is that what you're suggesting?
 [18] MR. WUELLNER: Preference for the 27th, the
 [19] 27th -- the 27th or the 28th.
 [20] CHAIRMAN ROSE: I'm going to be around that
 [21] week. I really can -- any one of those days is
 [22] okay with me.
 [23] MR. LASSITER: I'm the same.
 [24] MR. WUELLNER: Time of day an issue for
 [25] either of you?

[1] the 8th, not --
 [2] MS. GLASSER: Yeah.
 [3] MR. LASSITER: That would -- that would be
 [4] approximately, what, a week early. That's still
 [5] three weeks.
 [6] MR. FRANCE: Yeah, that's what I say. I've
 [7] got dates on loans and things out there that have
 [8] got to be paid back. And, you know, we've waited
 [9] two months to hold people off. We've waited
 [10] until the end of the year. People want this, you
 [11] know, to be paid by the end of the year. We've
 [12] waited as long as we can. So, that's -- that's
 [13] the issue. I mean, time is kind of a big part
 [14] here.
 [15] MR. LASSITER: The only thing would be a
 [16] special meeting for this one agenda item. And
 [17] this is right in the heart of the holidays. I
 [18] mean, if we can do it.
 [19] CHAIRMAN ROSE: Can we have a special
 [20] meeting?
 [21] MR. CIRIELLO: I'm available 24 hours a day,
 [22] 7 days a week, and it doesn't matter when.
 [23] CHAIRMAN ROSE: Sometime that week between
 [24] Christmas and New Year's, is that a good time?
 [25] MR. FRANCE: As soon as we can get it -- get

[1] MR. LASSITER: No.
 [2] CHAIRMAN ROSE: Joe, do you have any
 [3] particular days? It doesn't make any difference?
 [4] MR. CIRIELLO: I'd even come here on
 [5] Christmas day, because that's my job. Personal
 [6] things don't mean a thing to me; the job does.
 [7] So, any day you say, I'm here. Unless Craig has
 [8] me.
 [9] MR. WUELLNER: All right. 27th, 9 a.m.?
 [10] CHAIRMAN ROSE: That's a Thursday, yeah.
 [11] MS. GLASSER: I have to give at least three
 [12] days' notice.
 [13] MR. WUELLNER: Do that tomorrow.
 [14] MS. GLASSER: That would be the 24th. The
 [15] paper probably needs a couple of three days lead
 [16] time, so if I get it faxed in the morning, that
 [17] would probably work.
 [18] MR. WUELLNER: Okay. Plan on 9 a.m.
 [19] CHAIRMAN ROSE: 27th. What time?
 [20] MR. WUELLNER: 9 a.m.
 [21] CHAIRMAN ROSE: 9 a.m.?
 [22] MR. LASSITER: In the morning.
 [23] CHAIRMAN ROSE: Okay. Let's wrap it up that
 [24] day.
 [25] MR. LASSITER: Okay. One way or another.

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[1] CHAIRMAN ROSE: 9 a.m., airport. Okay.
 [2] We'll get something worked out here.
 [3] Let's see. Next item -- Ed, you're still on
 [4] with the pay plan.
 [5] 7.B. - PAY PLAN
 [6] MR. WUELLNER: Yes. We provided you a copy
 [7] of all of the job descriptions relative to Staff
 [8] here. We did a survey of local governmental, as
 [9] well as private industry, and took advantage of
 [10] the Economic Development Council's wage and labor
 [11] survey that they've done for the last couple of
 [12] years and have attempted to apply some of the
 [13] different job titles as they relate to our
 [14] jobs -- perhaps we use a little different naming
 [15] as does everyone -- and attempted to come up to
 [16] ranges that support the job descriptions that you
 [17] have attached.
 [18] The job descriptions as you have them
 [19] attached reflect our recommendations for salary
 [20] ranges. You also have a copy of the job
 [21] description itself. And as a part of the
 [22] personnel policy, the pay plan is required to be
 [23] approved by the Authority periodically.
 [24] This is the first revision of that to speak
 [25] of since -- since I've been here. This was also

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[1] a follow-on to our discussion at the time of
 [2] budget when we said we would certainly do that
 [3] and get some idea of how our proposals relative
 [4] to salaries for various staff reflected what was
 [5] going on out in the rest of the world.
 [6] And so, there's two -- two separate pieces
 [7] of information you got here. And we believe the
 [8] ranges to be reasonable. We feel the job
 [9] descriptions to be accurate as they relate to the
 [10] positions.
 [11] CHAIRMAN ROSE: We approved funds for
 [12] salaries in our budget.
 [13] MR. WUELLNER: Yes.
 [14] CHAIRMAN ROSE: Your job becomes then to
 [15] take these positions and assign specific dollar
 [16] amounts, salary amounts to those positions --
 [17] MR. WUELLNER: Correct.
 [18] CHAIRMAN ROSE: -- within the budget that
 [19] we've approved and within whatever salary range
 [20] that we have on the position description.
 [21] MR. WUELLNER: Absolutely correct.
 [22] CHAIRMAN ROSE: So, what you need today is
 [23] our approval of these position guides, position
 [24] descriptions, and --
 [25] MR. WUELLNER: And we'll take it from there.

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[1] CHAIRMAN ROSE: You take it from there, and
 [2] that becomes your administrative tool, then, for
 [3] assigning work throughout the department.
 [4] MR. WUELLNER: Correct.
 [5] CHAIRMAN ROSE: Okay. Is there any public
 [6] comment?
 [7] (No comment.)
 [8] CHAIRMAN ROSE: Any comment from the board?
 [9] MR. LASSITER: No, I think this is just what
 [10] you need.
 [11] MR. CIRIELLO: Yeah. I'm in the dark here a
 [12] little bit. You say this budget or something and
 [13] everything has already been approved, okay? I
 [14] have no problems with that. But are you saying
 [15] that the way the approval has been priorly made,
 [16] that all of the responsibility is on the
 [17] director, that when he comes up to reevaluate
 [18] employee A and recommend -- and rather than
 [19] recommend back to us employee A be given an X
 [20] amount of dollar pay raise, he just does this all
 [21] on his own and we have no input on that? Is that
 [22] what you're saying that we've done?
 [23] CHAIRMAN ROSE: Right. We --
 [24] MR. WUELLNER: Within those guidelines.
 [25] MR. CIRIELLO: Huh?

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[1] CHAIRMAN ROSE: Go ahead.
 [2] MR. WUELLNER: Yes. Within the guidelines
 [3] of the -- of the approved budget, within the
 [4] guidelines of the approved job descriptions and
 [5] salary ranges, and within the guidelines of -- of
 [6] the actual evaluations that are done by
 [7] employees -- or for employees.
 [8] CHAIRMAN ROSE: We do approve Ed's salary
 [9] specifically.
 [10] MR. CIRIELLO: Yeah, I know that.
 [11] CHAIRMAN ROSE: But the salaries --
 [12] MR. WUELLNER: And the guidelines of the
 [13] general personnel policy.
 [14] CHAIRMAN ROSE: -- under him, he is
 [15] responsible for that administration within the
 [16] guidelines that we've given him.
 [17] MR. WUELLNER: At least three different
 [18] parameters I've got to make it all fit in.
 [19] MR. LASSITER: I think this also came up,
 [20] Joe, is when we were approving the budget, he had
 [21] put in things such as maintenance and stuff and
 [22] had put a number out. And the request was that
 [23] he go out and make sure that our people were
 [24] being paid on a parity with the other
 [25] governmental bodies that provide services to the

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[1] county. And that's what he's done.
 [2] And what -- what we're talking -- what
 [3] Bill's talking about is, is now taking this and
 [4] allowing him to use it as his guide to spend the
 [5] budget dollars that we approved.
 [6] CHAIRMAN ROSE: Well, if he tries -- if he
 [7] wants to go above --
 [8] MR. LASSITER: He can't go above that. He's
 [9] got to come back to us.
 [10] CHAIRMAN ROSE: -- that then he comes before
 [11] the board.
 [12] MR. LASSITER: But he can only stay to his
 [13] budget level, but he now has guidelines to where
 [14] he knows his people are being fairly paid.
 [15] MR. CIRIELLO: I'm probably the only grinch
 [16] sitting on this board. But I talked this
 [17] situation over with a couple of people, and to
 [18] tell you the truth, I've got both ways. I've had
 [19] one person tell me, "You're wrong; the director
 [20] has that responsibility and there's nothing wrong
 [21] with him doing that." And I said, "Yeah, I
 [22] understand. He writes the evaluation up and he
 [23] makes the recommendation." But the spending, the
 [24] actual raise increase and the spending of the
 [25] taxpayer's money should be the board's

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[1] responsibility. And somebody said "No, you're
 [2] wrong in that thinking."
 [3] And then another person said, "You're right;
 [4] any time you spend taxpayer's money, the board is
 [5] the ones responsible and they should make the
 [6] decisions."
 [7] So, I'm between a rock and a hard place.
 [8] And I don't mean this to sound to anybody as any
 [9] disrespect to Ed. But I've said this to Ed
 [10] personally, and I don't know if I said it to
 [11] somebody else, but -- and not necessarily this
 [12] board per se, but boards in the past and maybe
 [13] today and in the future, the way I look at this
 [14] job, I think that sometimes the board passes
 [15] things off to the director to give him the
 [16] responsibility for doing something -- they say,
 [17] "Yeah, you go ahead and do this," but then they
 [18] give him the responsibility for doing it. And I
 [19] don't think that's really fair to the director,
 [20] because he's making decisions that invariably the
 [21] board gets taken to the task for.
 [22] Just like a coach on a ball team. If his
 [23] team doesn't win and everybody thinks he has good
 [24] players -- or bad players, they fire him, not the
 [25] players.

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[1] But I just think that we give too much onus
 [2] to the director sometimes. And like I said, some
 [3] people tell me my thinking's wrong and others
 [4] don't. And I personally think that that's what I
 [5] was elected to do, is to make decisions and --
 [6] CHAIRMAN ROSE: Let me -- let me just say
 [7] this: The process that Ed is recommending is
 [8] what is done in most -- all of the government
 [9] agencies I've ever -- I've ever dealt with.
 [10] And we as a board cannot hold Ed responsible
 [11] or accountable for the performance of the staff
 [12] of this airport unless he has the authority to --
 [13] to hire and fire and set salary levels for people
 [14] that work for him, as long as it's within these
 [15] guidelines that -- that he's recommended today.
 [16] If there's a reason to change those
 [17] guidelines, he has to come to us. But as far as
 [18] the day-to-day administration of the salary plan,
 [19] that's -- that's the director's responsibility,
 [20] and we should not get into that.
 [21] MR. CIRIELLO: Well, I don't -- I didn't
 [22] mean that he shouldn't hire and fire or anything
 [23] like that. But let's say he hires an employee,
 [24] takes their qualifications and hires an employee
 [25] for a thousand dollars, and they're on the job

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[1] for a year or so, and now he reevaluates and
 [2] their job can go from a thousand dollars up to
 [3] \$5,000 and he wants to give them that raise up to
 [4] \$5,000, and because it's within the perimeters
 [5] that you say he has, and we have nothing to say
 [6] about it, that's all I'm saying. I'm not --
 [7] CHAIRMAN ROSE: If you said that job's worth
 [8] up to \$5,000, then he has authority to do it,
 [9] provided it's in the budget, provided he has
 [10] money in the budget.
 [11] MR. CIRIELLO: Okay. Well, I've been told
 [12] two different ways, and I'm not going to fight
 [13] about it or argue.
 [14] Well, let me ask one last question. I've
 [15] already asked this to Ed. Your -- your
 [16] experience with labor is more or less in, like
 [17] you say, government stuff. Mine was in private
 [18] industry and businesses that make money. And
 [19] when we went to them and asked --
 [20] CHAIRMAN ROSE: Well, I own a business that
 [21] makes money.
 [22] MR. CIRIELLO: Okay. When we went to the
 [23] companies asking for pay raises, not the first
 [24] thing, but one of the main things they asked is,
 [25] "Well, what are you going to do for us

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[1] production-wise? Are you going to produce more
 [2] product so we can make more money to get that pay
 [3] raise?"

[4] So, I asked Ed on these job descriptions if
 [5] there was any extra responsibility on these
 [6] people to get this extra money or is the job
 [7] titles exactly as they were and they're just
 [8] going to get more money just because we want to
 [9] give it to them? Do you get what I'm saying, Ed?

[10] MR. WUELLNER: You're asking if we expanded
 [11] the job descriptions.

[12] MR. CIRIELLO: Yeah, yeah.

[13] MR. WUELLNER: No, we did not. They are
 [14] generally the same job description.

[15] MR. CIRIELLO: I'm not going to fight with
 [16] it. But at least you know what -- my opinion. I
 [17] think they deserve money, too, but it's just how
 [18] much at one clip, you know?

[19] CHAIRMAN ROSE: Any other discussion?
 [20] Charles?

[21] MR. LASSITER: I just want to say this for
 [22] Joe's thing. You get what you pay for. And I
 [23] think that the staff that we have here are
 [24] exceptionally good. And I just want to make sure
 [25] that they get what they deserve.

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[1] 8.A.- MR. WILLIAM "BILL" ROSE, CHAIRMAN
 [2] CHAIRMAN ROSE: Okay. We're ready for the
 [3] comments by Authority members. I have just one
 [4] thing that Ed has put on the agenda, and that's
 [5] the performance review of the executive director.

[6] As of this minute, I have one -- one evaluation
 [7] that a board member has turned in to me. And I
 [8] have my notes on the evaluation sheet.

[9] The way it stands right now, I -- what I
 [10] would intend to do is write a letter to go into
 [11] Ed's file that would have the two sheets that I
 [12] have clipped to it. And I can only say that he
 [13] is doing a very good job and that there -- there
 [14] is maybe some feeling that the board should be
 [15] kept apprised of -- of developments and
 [16] situations on the -- a little more closely
 [17] than -- than maybe it has in the past.

[18] But overall, he's doing a very good job.
 [19] And unless another board member has additional
 [20] comments, that's the way I'll do it. If you have
 [21] anything else, let me have it, because I'll
 [22] probably knock that letter out this week.

[23] But we'll move on. I have nothing else,
 [24] except at the year-end, I thank the staff for
 [25] outstanding work, the members of the board for

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[1] MR. CIRIELLO: No, that wasn't my intent or
 [2] thinking at all.

[3] MR. LASSITER: Well, I think -- let me
 [4] finish this. I think the only one on this board
 [5] sitting up here, other than Bryan, that can truly
 [6] say what a man day in and day out earns is the
 [7] gentleman that's with them every day, day in and
 [8] day out. And therefore, that's why he should
 [9] have the responsibility.

[10] MR. CIRIELLO: I'm certainly not overpaid.

[11] CHAIRMAN ROSE: All right. Are we ready to
 [12] vote on this? I'll entertain a motion.

[13] MR. LASSITER: I move that we accept the
 [14] employee pay -- pay plan presented as guidelines
 [15] for Staff.

[16] MR. CIRIELLO: I'll second.

[17] CHAIRMAN ROSE: All in favor?

[18] MR. CIRIELLO: Aye.

[19] CHAIRMAN ROSE: Aye.

[20] MR. LASSITER: Aye.

[21] CHAIRMAN ROSE: Opposed?

[22] (No opposition.)

[23] CHAIRMAN ROSE: Motion is carried.

[24] MR. WUELLNER: Be a lot easier to administer
 [25] the employee plan.

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[1] their diligence and keeping us on track. And
 [2] Dennis Watts is not here, so Charles Lassiter,
 [3] you're next.

[4] 8.C. - MR. CHARLES LASSITER

[5] MR. LASSITER: I just have one comment. I
 [6] just want to wish Staff and all of y'all and
 [7] everybody in the audience a happy holidays and
 [8] hope y'all have a happy, safe holiday with you
 [9] and your families. That's all I have to say.

[10] CHAIRMAN ROSE: And Mr. Ciriello?

[11] 8.D. - MR. JOSEPH A. CIRIELLO

[12] MR. CIRIELLO: Yeah. I'll ditto all that.
 [13] I, as a board member, want to wish all of the
 [14] board members a happy Merry Christmas and a
 [15] prosperous new year.

[16] To the staff I -- believe it or not, I feel
 [17] the same. I think we have a good staff and
 [18] workers, and I'm really not against them, so I
 [19] wish the same for them and also to the public who
 [20] think enough of this airport to come and be a
 [21] part of our meetings. I -- I wish you all the
 [22] best.

[23] CHAIRMAN ROSE: Okay. Any public comment?
 [24] Here comes Mr. Public.

[25] 9. - PUBLIC COMMENT

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[1] MR. MARSH: Got to get my two cents in.
 [2] Mark Marsh, 3380 Agricultural Center Drive, and
 [3] Merry Christmas to y'all and happy holidays. And
 [4] things look like they're going pretty well.
 [5] I know I talked to Ed a little bit this week
 [6] about the ILS and, you know, we lost some people
 [7] the other night, and actually some of them live
 [8] in St. Johns County. I would have liked to have
 [9] had an ILS that night, making an approach in
 [10] here. And I've been a proponent of the ILS since
 [11] I was on two boards back.
 [12] I know it's there. I know we're having
 [13] trouble getting it hooked up. Everybody knows
 [14] the weather's really been a weird year for us.
 [15] And if everybody ever wondered if we needed an
 [16] ILS, I think everybody knows we do now.
 [17] But I think the utmost, you know, priority
 [18] should be put on this. I mean, we got the system
 [19] out there. It's ready to go. As far as I know,
 [20] I think that's what Ed told me the other day,
 [21] we're just trying to get a power line to it.
 [22] MR. WUELLNER: They're stringing it as we
 [23] speak.
 [24] MR. MARSH: And I know my -- my son's got a
 [25] little friend that lost his dad over that thing,

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[1] a joke, guys. And we've got to clean it up and
 [2] get it done as quickly as we can.
 [3] And, Bill, you know -- I know you know how
 [4] to get this thing done, but this is -- it's an
 [5] eyesore now and it's hurt everybody's business.
 [6] I mean, we've already had problems this year with
 [7] September 11th and everything else. But for this
 [8] to continue to go to hurt everybody on the
 [9] airport, I think it needs to be done as quickly
 [10] as possible.
 [11] Merry Christmas everybody.
 [12] CHAIRMAN ROSE: Okay, Mark. Thank you. Any
 [13] other comment?
 [14] (No addition comment.)
 [15] 10. - SPECIAL BOARD MEETING AND REGULAR BOARD MEETING
 [16] CHAIRMAN ROSE: We have a special meeting
 [17] scheduled for 9 o'clock on the 27th, and then we
 [18] have another -- and that -- and the only subject
 [19] to be discussed at that special meeting will be
 [20] the Fly-By Cafe lease arrangement. Special board
 [21] meeting on Monday (sic), January 8th, at 4
 [22] o'clock. And Ed, that will be to elect officers
 [23] for the coming year?
 [24] MR. WUELLNER: Correct.
 [25] CHAIRMAN ROSE: And is any other business

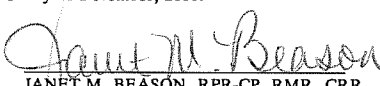

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[1] and it's a sad thing.
 [2] And he might not have been able to get in
 [3] that night, even with an ILS, because I have
 [4] not -- I've had some approaches in here I don't
 [5] think I could have got in, even with an ILS. But
 [6] it could have saved somebody's life that night.
 [7] The second thing, I'm getting tired of
 [8] washing my airplane every week with the
 [9] construction out there. I mean, we got my
 [10] airplane in the big hangar over there. And I
 [11] talked to Ed about this.
 [12] And I know -- I was on many boards where we
 [13] had problems with the construction contracts, and
 [14] if we have a -- I forgot what they call it -- the
 [15] contingency of, you know, not being on time, I
 [16] think you ought to enforce it immediately and get
 [17] this thing on track. This is a joke.
 [18] I mean, nothing's been going on out there.
 [19] We have one or two or three people a day out
 [20] there. And I would move at all costs as fast as
 [21] you can to put our bonding in position of what
 [22] have we got to do to finish this job. It's --
 [23] it's terrible for everybody.
 [24] Dennis is a good friend of mine. It's a
 [25] problem for Aero Sport. It's really gotten to be

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[1] will be taken up at that time?
 [2] MR. WUELLNER: Unless you --
 [3] CHAIRMAN ROSE: Okay. As of now, that's the
 [4] only bit on the item. And then our regular --
 [5] well, now, we talked about maybe changing the
 [6] meeting dates.
 [7] MR. WUELLNER: Yeah, what I would -- what I
 [8] would like to do is both January and February are
 [9] always messed up because the third Mondays are
 [10] holidays. And what we're suggesting is,
 [11] especially in light of adding another meeting
 [12] here, that we look at February 11th as a meeting
 [13] in lieu of the January 28th and what would have
 [14] normally been the 25th of February's meeting. We
 [15] do one meeting.
 [16] CHAIRMAN ROSE: All right. So, we will
 [17] cancel the January and February meetings as they
 [18] would normally fall and have one meeting on the
 [19] 11th of February.
 [20] MR. WUELLNER: Correct. And we'll --
 [21] CHAIRMAN ROSE: And then we'll get back on
 [22] our regular schedule in March.
 [23] MR. WUELLNER: Back on the March 18th --
 [24] CHAIRMAN ROSE: So, is there any problem
 [25] with the board with doing that? Okay. If not,

[1] Ed, if you'll send those notices out like that.
 [2] MR. WUELLNER: Take care of that.
 [3] CHAIRMAN ROSE: And I'll see you -- see you
 [4] Thursday after Christmas. And with that, we are
 [5] adjourned.
 [6] MS. GLASSER: Mr. Rose, it's Tuesday,
 [7] January 8th.
 [8] CHAIRMAN ROSE: Tuesday. Tuesday, yeah.
 [9] MS. GLASSER: I made a mistake. I said
 [10] Monday.
 [11] CHAIRMAN ROSE: Yeah. The second. It's a
 [12] Tuesday. Yeah. Okay.
 [13] MR. CIRIELLO: What -- what's on Tuesday?
 [14] CHAIRMAN ROSE: The -- that January 11th
 [15] (sic). I said it was Thursday, but it's Tuesday.
 [16] (Thereupon, the meeting concluded.)
 [17]
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[1] REPORTER'S CERTIFICATE
 [2]
 [3] STATE OF FLORIDA)
 [4] COUNTY OF ST. JOHNS)
 [5]
 [6] I, JANET M. BEASON, RPR-CP, RMR, CRR, certify that I
 [7] was authorized to and did stenographically report the
 [8] foregoing proceedings and that the transcript is a true
 [9] record of my stenographic notes.
 [10]
 [11] Dated this 31st day of December, 2001.
 [12]
 [13] 
 [14] JANET M. BEASON, RPR-CP, RMR, CRR
 [15] Notary Public - State of Florida
 [15] My Commission No.: CC 705710
 [15] Expires: April 30, 2002
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