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[ 1] ST. AUGUSTINE - ST. JOHNS COUNTY AIRPORT AUTHORITY  
 [ 2] Regular Meeting  
 [ 3] held at 4796 U.S. 1 North  
 [ 4] St. Augustine, Florida  
 [ 5] on Monday, August 21, 2000  
 [ 6] from 4 p.m. to 5:35 p.m.  
 [ 7] \*\*\*\*\*  
 [ 8] BOARD MEMBERS PRESENT:  
 [ 9] JAMES CARL DAVIS, SR., Chairman  
 [10] JOSEPH S. TAYLOR  
 [11] CHARLES LASSITER  
 [12] BILL ROSE  
 [13] DENNIS WATTS  
 [14] JIM BRYANT, County Commissioner/Airport Liaison  
 [15] \*\*\*\*\*  
 [16] ALSO PRESENT:  
 [17] GEORGE M. McCLURE, Esquire, Rogers, Towers, Bailey,  
 [18] Jones & Gay, P.A., 170 Malaga Street, St. Augustine,  
 [19] FL, 32084, Attorney for Airport Authority.  
 [20] EDWARD WUELLNER, A.A.E., Executive Director.  
 [21] BRYAN COOPER, Assistant Airport Director.  
 [22] \*\*\*\*\*  
 [23] St. Augustine Court Reporters  
 [24] 1510 N. Ponce de Leon Blvd., Suite A  
 [25] St. Augustine, FL 32084  
 (904) 825-0570

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[ 1] P R O C E E D I N G S  
 [ 2] MR. ROSE: I'll call the meeting to order.  
 [ 3] Our chairman has called and said he's going to be  
 [ 4] a few minutes late, and I would expect --  
 [ 5] (Indicating gavel.)  
 [ 6] MR. ROSE: Meeting's called to order. How  
 [ 7] is that?  
 [ 8] MR. WUELLNER: With authority.  
 [ 9] MR. ROSE: With authority. He'll -- he'll  
 [10] be a few minutes late. When he comes, he --  
 [11] he'll go ahead and -- and take over. So, I call  
 [12] the meeting to order.  
 [13] APPROVAL OF MEETING MINUTES  
 [14] MR. ROSE: And I now need to -- let's have  
 [15] approval of the minutes of the last meeting. You  
 [16] have copies in your package.  
 [17] MR. LASSITER: Mr. Chair, I move that we  
 [18] approve the meetings (sic) of the July 10th.  
 [19] MR. ROSE: Minutes of the meeting of July  
 [20] 10th. You move approval. Is there a second?  
 [21] MR. WATTS: I second.  
 [22] MR. ROSE: Is there any discussion or any  
 [23] additions or corrections to the minutes?  
 [24] (No additions or corrections.)  
 [25] MR. ROSE: All in favor of the motion?

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[ 1] MR. TAYLOR: Aye.  
 [ 2] MR. LASSITER: Aye.  
 [ 3] MR. WATTS: Aye.  
 [ 4] MR. ROSE: Aye. Opposed?  
 [ 5] (No opposition.)  
 [ 6] MR. ROSE: Motion's carried; the minutes are  
 [ 7] approved.  
 [ 8] ACCEPTANCE OF FINANCIAL REPORTS  
 [ 9] MR. ROSE: Mr. Manager, we have a notice  
 [10] that the financials aren't -- weren't available  
 [11] when the agenda went out.  
 [12] MR. WUELLNER: And, sir, they are still not.  
 [13] MR. ROSE: All right. So we'll -- our --  
 [14] our financial statements will be available next  
 [15] meeting, then.  
 [16] MR. WUELLNER: Correct. And they will  
 [17] reflect the missing period.  
 [18] MR. ROSE: All right. Very good. Before we  
 [19] move into the -- into the agenda, I see we have  
 [20] some -- I know we have one candidate for the  
 [21] Airport Authority here, Mr. Ciriello. Perhaps  
 [22] you'd like to stand up and be recognized and tell  
 [23] us whatever you think you ought to say.  
 [24] MR. CIRIELLO: Well, I don't think I need to  
 [25] say much before you people; you've heard me all

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[ 1] before, but I am a candidate for Mr. Taylor's  
[ 2] seat, 5, and this is the first time that I know  
[ 3] of that the board members, whoever -- or  
[ 4] candidates, whoever is here, is going to have to  
[ 5] run in the primary for the seat 5, so that took  
[ 6] me by surprise, and I guess other people, too.  
[ 7] So, if you're considering supporting any  
[ 8] candidates, you'll have to do so in a hurry.

[ 9] MR. ROSE: What have you got? You've got  
[10] four people in that race?

[11] MR. CIRIELLO: Yes, sir, there's four of us.

[12] MR. ROSE: Yeah.

[13] MR. CIRIELLO: Myself, and I just met  
[14] Mr. Doten here, and I don't know if the other two  
[15] are here or not, but I met them at the Republican  
[16] party. But there's four of us. And the two that  
[17] gets the most votes will be, run off in  
[18] November --

[19] MR. ROSE: In November.

[20] MR. CIRIELLO: This is the first time --

[21] MR. ROSE: Mr. Doten?

[22] MR. DOTEN: My name's Eric Doten, and this  
[23] is the first time that I ever ran for public  
[24] office. And I never expected we were going to  
[25] have to go through a primary, but I'm kind of

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[ 1] looking forward to this. It should be  
[ 2] interesting.

[ 3] Let me tell you a little bit about myself.  
[ 4] I moved to St. Augustine about four or five years  
[ 5] ago. My wife owns Rembrandt's Gallery, and I  
[ 6] have become an aviation consultant after a few  
[ 7] other ventures, and so it worked okay for us to  
[ 8] come up here. And we've really fallen in love  
[ 9] with this community.

[10] I was looking around for things that I might  
[11] do where I might be of service. I say that  
[12] because that's been pretty much my life. I was  
[13] an Air Force fighter pilot, flew F-4s, served a  
[14] tour in Vietnam. Retired as a colonel about 16  
[15] years ago and went to Embry-Riddle. I was the  
[16] chancellor of the Daytona Beach campus of  
[17] Embry-Riddle for ten years.

[18] Then I was a loan executive to the FAA, the  
[19] senior advisor to the associate administrator for  
[20] another year. And then I've been a consultant  
[21] since then.

[22] Another principal interest and activity, and  
[23] it's where I got to know Bryan pretty well, was  
[24] in the air show industry. I was the chairman of  
[25] the board of the International Council of Air

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[ 1] Shows in Washington for a number of years, and  
[ 2] I've been involved in the Daytona Air Show  
[ 3] since -- virtually since its inception in 1984.

[ 4] I'd like to see you guys continue doing the  
[ 5] great job you're doing. I'm very happy with the  
[ 6] direction that I perceive the airport moving.  
[ 7] I'd like to help, and I know a few folks, and  
[ 8] that's kind of what my platform is. Keep moving  
[ 9] forward.

[10] MR. ROSE: Very good. Are there any other  
[11] candidates here?

[12] MS. BOSANKO: Yes, sir. Barbara Bosanko.  
[13] I'm running for Carl Davis' seat. I'm a resident  
[14] of St. Johns County for six years. I work for  
[15] the Division of Hotels and Restaurants as a fire  
[16] safety and sanitation inspector.

[17] I have no background in running for any of  
[18] these offices; I'm just a concerned citizen. I  
[19] do live right across the Intracoastal here, and  
[20] I'm just concerned about the growth of the  
[21] airport.

[22] MR. ROSE: Fine. Thank you. Any others?

[23] (No further comment.)

[24] MR. ROSE: Well, we'll move into -- move  
[25] into the agenda. Item 4, reports? Mr. Bryant?

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[ 1] 4.A. - COMMISSIONER BRYANT  
[ 2] COMMISSIONER BRYANT: No report, sir.  
[ 3] MR. ROSE: Let's see. Aero Sport,  
[ 4] Mr. Weaver?

[ 5] 4.B. - MR. WEAVER

[ 6] MR. WEAVER: We don't have anything. Thank  
[ 7] you.

[ 8] MR. ROSE: Northrop?

[ 9] 4.C. - MR. LESLIE

[10] MR. LESLIE: Yes, sir.

[11] MR. ROSE: Yeah, Mr. Leslie.

[12] MR. LESLIE: My name's John Leslie,  
[13] representing Northrop Grumman. This is just an  
[14] announcement.

[15] Many of you already are aware of this, but  
[16] Northrop Grumman is sponsoring their 20th-year  
[17] anniversary open house at our facilities on the  
[18] 9th of September. Will run from 11 a.m. to 3  
[19] p.m. It's open to the public.

[20] There's no air show involved, but we will  
[21] have our facilities open for tour. We'll have  
[22] static displays of the aircraft that we have in  
[23] tear-down and buildup. We do expect one F-18 to  
[24] come in as a static display on the flight line.  
[25] But other than that, no -- no flight activity.

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[ 1] There will be announcements in the paper.  
 [ 2] We hope to get a good turnout from the public,  
 [ 3] and you're all invited. Thank you.  
 [ 4] MR. ROSE: Fine. Thank you. Pilots  
 [ 5] Association? I don't see Wayne George. Is  
 [ 6] somebody here to represent the Pilots  
 [ 7] Association?  
 [ 8] (No one present.)  
 [ 9] MR. ROSE: Mr. McClure?  
 [10] 4.E. - MR. McCLURE  
 [11] MR. McCLURE: You can blame me for having to  
 [12] be in a runoff. The -- we were contacted by --  
 [13] MR. WUELLNER: You're the one.  
 [14] MR. McCLURE: I'm the one. I was contacted  
 [15] by Ms. Halyburton's office as the Supervisor of  
 [16] Elections because I guess previously, there had  
 [17] not been a runoff procedure and we had so many  
 [18] candidates. And the Airport Authority had passed  
 [19] a number of years ago a resolution in placing the  
 [20] responsibility for the conduct of the election on  
 [21] the Supervisor of Elections office, the adoption  
 [22] of the state statute regulating procedure for  
 [23] that, and it is that state statute that requires,  
 [24] when there are more than two people who are  
 [25] running for office, that it be -- that it be by

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[ 1] the runoff procedure or the primary election,  
 [ 2] then runoff.  
 [ 3] And the reason for that, frankly, is that we  
 [ 4] require that the successful candidate have a --  
 [ 5] have 50 percent plus 1 of the total vote. And of  
 [ 6] course, it's possible when you have more than two  
 [ 7] candidates, that you get three or more  
 [ 8] candidates, each of whom have less than 50  
 [ 9] percent. So, it's not a plurality issue. So,  
 [10] it's for that reason that we're going on that  
 [11] basis.  
 [12] The only other report is that, I'll tell you  
 [13] that from the county staff, we got very positive  
 [14] feedback about the joint meeting, and I think  
 [15] that -- that we're continuing to develop our  
 [16] relationship well with the County Commission  
 [17] through Commissioner Bryant and through the  
 [18] staff.  
 [19] MR. ROSE: We'll -- we'll be -- we'll be  
 [20] having another joint meeting, won't we?  
 [21] COMMISSIONER BRYANT: Every quarter, hope --  
 [22] or about -- no, six months. Is that what we  
 [23] decided?  
 [24] MR. WUELLNER: Yeah, six months. Sometime  
 [25] late this fall another one, probably.

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[ 1] MR. ROSE: All right. Okay. Item 5, action  
 [ 2] items. Mr. Wuellner?  
 [ 3] 5.A. - DAVIS MONK CONTRACT RENEWAL  
 [ 4] MR. WUELLNER: First item I have for you  
 [ 5] this evening is the renewal of the auditing --  
 [ 6] our general auditing contract.  
 [ 7] The current contract is with Davis, Monk &  
 [ 8] Company. They have completed their third year of  
 [ 9] a multiyear agreement and the contract, as signed  
 [10] by the Airport Authority, provided for the  
 [11] ability to renew a contract with some changes  
 [12] based on the financial -- or basically an  
 [13] inflation-type clause within the contract.  
 [14] They have presented a new letter of  
 [15] arrangement for your consideration. It would be,  
 [16] again, a three-year contract, beginning this --  
 [17] for this year's auditing services continuing  
 [18] through 2002. They have asked for a 2 percent  
 [19] per year increase, so from \$14,000 to -- \$14,900.  
 [20] That would be for each of the three-year periods,  
 [21] so they will have a \$14,900 per year contract for  
 [22] the next three years.  
 [23] It was -- Staff's review of the contract was  
 [24] that it was essentially identical to the contract  
 [25] previously signed by the Airport Authority, and

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[ 1] as such, recommends the Airport Authority's  
 [ 2] concurrence in the renewal of this contract with  
 [ 3] Davis, Monk & Company for annual auditing  
 [ 4] services for the Airport Authority.  
 [ 5] MR. ROSE: Okay. Joe?  
 [ 6] MR. TAYLOR: Ed, I may have misheard you. I  
 [ 7] thought I heard you say 2 percent per year, and  
 [ 8] then I thought I heard you say a 2 percent  
 [ 9] increase for the entire period of the three  
 [10] years.  
 [11] MR. WUELLNER: Right. What they did was  
 [12] take the three-year period for the previous  
 [13] three-year period, increase it 2 percent per  
 [14] year, which brought it to a \$900 figure. Then  
 [15] that figure was applied for the next three years.  
 [16] They've had the contract three years, so  
 [17] they took a 2 percent inflationary increase over  
 [18] the past three years, and that is the new number  
 [19] for the next three years. It doesn't increase 2  
 [20] percent each year.  
 [21] MR. ROSE: So, it was \$14,9- a year --  
 [22] MR. WUELLNER: For the next three years.  
 [23] MR. ROSE: -- for the next three years.  
 [24] MR. WUELLNER: Correct.  
 [25] MR. ROSE: Are there any other questions?

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[ 1] MR. TAYLOR: Thank you.

[ 2] MR. ROSE: Any other questions from the

[ 3] Board?

[ 4] (No comments.)

[ 5] MR. ROSE: Any comments from the audience?

[ 6] (No public comments.)

[ 7] MR. ROSE: If not, I'll entertain a motion

[ 8] to -- to approve this auditing contract.

[ 9] MR. WATTS: Do we -- do we address you as

[10] Mr. Subchairman or --

[11] MR. ROSE: Mr. Acting Chair.

[12] MR. WATTS: Mr. Acting Chairman, I'd like to

[13] make a motion, please, that we approve Staff's

[14] recommendation of item number 5.A.

[15] MR. ROSE: Do I hear a second?

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

[17] MR. ROSE: Any further discussion?

[18] MR. TAYLOR: I'd like to ask Ed -- I

[19] certainly see that Staff has recommended this,

[20] but I have not heard you verbalize. My

[21] impression is that you have felt very positively

[22] about the responses that you've gotten from Monk.

[23] MR. WUELLNER: Absolutely.

[24] MR. TAYLOR: I just wanted to make sure --

[25] MR. WUELLNER: I think they've been --

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[ 1] Avenue. This would be the south side of Estrella

[ 2] Avenue.

[ 3] The 2001 budget, as you recall, includes a

[ 4] line item for this project from a capital -- from

[ 5] a construction standpoint. The FDOT

[ 6] participation would be at 80 percent of the

[ 7] eligible cost item to a maximum of \$480,000 of

[ 8] DOT commitment.

[ 9] Since this project has appeared in the

[10] capital -- the five-year capital program for the

[11] last several years and it is consistent with the

[12] development plans of the Airport Authority, Staff

[13] recommends the adoption of Resolution 2000-04 and

[14] authorization of the Chairman and

[15] Secretary/Treasurer to execute the related

[16] documents.

[17] MR. ROSE: Are there any questions or

[18] discussion from the board members?

[19] MR. LASSITER: Yes. Ed, we have -- we have

[20] all these properties? They're in-house?

[21] MR. WUELLNER: This is the area -- this is

[22] the construction grant that is in the area where

[23] we have two or three acquisitions to make yet.

[24] But it's in that three -- I think we have two --

[25] one or two in the actual block of Estrella, then

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[ 1] MR. TAYLOR: -- that that is your opinion.

[ 2] MR. WUELLNER: -- very fair in their

[ 3] approach to the auditing as compared to what was

[ 4] going on with Coopers & Lybrand at the time these

[ 5] folks were selected. So, I think we're getting

[ 6] treatment that's appropriate for our size

[ 7] organization.

[ 8] MR. TAYLOR: Thank you.

[ 9] MR. ROSE: Any other comment?

[10] (No comments.)

[11] MR. ROSE: All in favor of the motion?

[12] MR. TAYLOR: Aye.

[13] MR. LASSITER: Aye.

[14] MR. WATTS: Aye.

[15] MR. ROSE: Aye. Opposed?

[16] (No opposition.)

[17] MR. ROSE: The auditing contract with Davis,

[18] Monk & Company is approved.

[19] Mr. Wuellner?

[20] 5.B. - ADOPTION OF RESOLUTION 2000-04

[21] MR. WUELLNER: Yes, sir. The next item I

[22] have is proposed Resolution 2000-04. This is to

[23] pro -- it's a resolution to provide, facilitate

[24] the Florida DOT participation in the development

[25] of infrastructure along the 300 block of Estrella

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[ 1] we have one or two along Indian Bend there that

[ 2] abut the existing drainage retention area on --

[ 3] MR. LASSITER: Were these the ones in

[ 4] question concerning --

[ 5] MR. WUELLNER: Yes, yes. But this is not

[ 6] the acquisition grant. This is strictly the

[ 7] construction grant. We're still waiting the

[ 8] actual grant for the -- the acquisitions, which

[ 9] should be here hopefully next month.

[10] MR. LASSITER: Okay.

[11] MR. WUELLNER: And then we can begin that

[12] procedure formally when the funds are identified.

[13] MR. LASSITER: There were certain

[14] commitments made by this board to those people --

[15] MR. WUELLNER: Exactly.

[16] MR. LASSITER: -- and I want to make sure

[17] that --

[18] MR. WUELLNER: Exactly. And this deals only

[19] with the construction side. Those -- those

[20] issues are still on the table for the grant that

[21] covers the actual acquisition.

[22] MR. LASSITER: Okay.

[23] MR. WUELLNER: And to be honest with you,

[24] probably given that it's not a budgeted item this

[25] year, any action the Authority does would be

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[ 1] after October, anyway, or would be beginning  
[ 2] October. That would be the first meeting you'll  
[ 3] have a discussion on actual expenditure of those  
[ 4] funds.

[ 5] MR. LASSITER: Okay. This is -- this is  
[ 6] just the paperwork that you're --

[ 7] MR. WUELLNER: Exactly.

[ 8] MR. LASSITER: Okay.

[ 9] MR. ROSE: Any other comment or question  
[10] from the Board?

[11] (No comments.)

[12] MR. ROSE: Any comment from the public?

[13] SHIRLEY HARVEY: I have a question.

[14] MR. ROSE: Yes.

[15] SHIRLEY HARVEY: Shirley Harvey, 417 Indian  
[16] Bend Road. Mr. Lassiter just said certain  
[17] commitments were made. What was that in referral  
[18] to? You were asking the question.

[19] MR. LASSITER: We committed to y'all to come  
[20] over and look at your properties.

[21] SHIRLEY HARVEY: Nobody has said one word to  
[22] us about looking at our properties.

[23] MR. LASSITER: That's -- was my -- nothing  
[24] had come up actively on this. We knew it was out  
[25] in the future, and that's what I want to make

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[ 1] sure that -- I don't know about the rest of the  
[ 2] board; I can only speak for myself, but I felt  
[ 3] that there was an obligation, a commitment, shall  
[ 4] we say, that I made to y'all that I would do  
[ 5] that.

[ 6] If this is five years from now or four years  
[ 7] or three years, that's an extension out to the  
[ 8] point to where I -- I didn't feel that it was --  
[ 9] it would be too soon to know.

[10] My tenure on this board may be off before  
[11] this comes before the board. So, there's no  
[12] sense in me doing that unless I know the time  
[13] line. And that was my reference -- or referral  
[14] to Ed about where is this in the order of things?

[15] And what he's telling me is that this is  
[16] necessary to get it into the Federal Government,  
[17] not that this is a commitment one way or the  
[18] other, but we're just moving ahead in the general  
[19] direction which has been this board's direction  
[20] for the last ten years, I guess.

[21] SHIRLEY HARVEY: Yeah. Well, my response to  
[22] that is if we had not been attending these  
[23] meetings, we would have no idea that the airport  
[24] was even interested in our property.

[25] MR. WUELLNER: I do need to clarify a couple

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[ 1] of things you said just so you're clear on -- but  
[ 2] the -- the application is not to the Federal  
[ 3] Government. It's not an application. It's  
[ 4] actually an agreement with the State of  
[ 5] Florida --

[ 6] MR. LASSITER: The State of Florida --

[ 7] MR. WUELLNER: -- to use that -- they're  
[ 8] committing the funds to it as we are committing  
[ 9] to do the project; however, we do have the  
[10] ability to terminate the grant agreement in the  
[11] event they elect not to go forward at a future  
[12] date.

[13] MR. LASSITER: Ms. Harvey, I stand  
[14] corrected.

[15] MR. WUELLNER: I just wanted to make sure  
[16] you were --

[17] MR. ROSE: Is there any other discussion  
[18] from the Board?

[19] (No comments.)

[20] MR. ROSE: Any public discussion?

[21] (No public comments.)

[22] MR. ROSE: I'll entertain a motion that we  
[23] approve Staff recommendation.

[24] MR. LASSITER: I make a motion that we  
[25] approve Staff's recommendation for item 5.B.

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[ 1] MR. ROSE: Is there a second?

[ 2] MR. WATTS: I second that, please.

[ 3] MR. ROSE: Any other discussion?

[ 4] (No discussion.)

[ 5] MR. ROSE: All in favor?

[ 6] MR. TAYLOR: Aye.

[ 7] MR. LASSITER: Aye.

[ 8] MR. WATTS: Aye.

[ 9] MR. ROSE: Aye. Opposed?

[10] (No opposition.)

[11] MR. ROSE: Item 5.C. (sic) is approved.

[12] Mr. Chairman, welcome to your meeting. Well, you  
[13] see what we did. We just started off with the  
[14] agenda, so --

[15] CHAIRMAN DAVIS: Mr. Rose, I thank you.

[16] MR. ROSE: -- you're here.

[17] CHAIRMAN DAVIS: I thank you very much. And  
[18] for the public, I need to apologize, but  
[19] sometimes your best intentions are overrode by  
[20] personal dilemmas, and I apologize to you as the  
[21] public for being late to this meeting and to you  
[22] and the members of the board. Mr. Rose, since  
[23] you've taken care of item C --

[24] MR. ROSE: B.

[25] CHAIRMAN DAVIS: B., excuse me.

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[ 1] Mr. Wuellner, item C.  
 [ 2] 5.C. - ADOPTION OF RESOLUTION 2000-05  
 [ 3] MR. WUELLNER: Item C. is a proposed  
 [ 4] Resolution 2000-05, which is, again, a resolution  
 [ 5] to facilitate a Florida DOT participation in the  
 [ 6] development of Corporate Hangar Number 5.  
 [ 7] The participation's facilitated through a  
 [ 8] Supplemental Joint Participation Agreement. It's  
 [ 9] included in the 2000-2001 budget, and it would be  
 [10] for FDOT participation at a rate of 50 percent of  
 [11] the eligible project cost to a maximum FDOT  
 [12] commitment of \$250,000.  
 [13] As I said, it is a Supplemental JPA because  
 [14] this is the same grant that facilitated Hangar  
 [15] Number 4 out on the -- out in the Eastside  
 [16] Corporate area.  
 [17] The project is consistent with the Airport's  
 [18] development plans, and Staff recommends adoption  
 [19] of Resolution 2000-05 and authorization of the  
 [20] Chairman and Secretary/Treasurer's signatures to  
 [21] the related documents.  
 [22] CHAIRMAN DAVIS: Gentlemen, any questions or  
 [23] comments on Resolution 2000-05?  
 [24] MR. WATTS: Mr. Chairman, I've got a  
 [25] question, please.

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[ 1] CHAIRMAN DAVIS: Mr. Watts?  
 [ 2] MR. WATTS: Ed, now, does the FAA contribute  
 [ 3] anything at all to a situation like this?  
 [ 4] MR. WUELLNER: No. The FAA's forbidden from  
 [ 5] getting involved in what are called  
 [ 6] proprietary-type projects where you build them  
 [ 7] for an individual; they're not public use-type  
 [ 8] projects. And corporate hangars obviously are  
 [ 9] not -- not those types of projects.  
 [10] They don't even get involved in T-hangars.  
 [11] They'll get involved with some taxiway  
 [12] infrastructure related to it, but when it becomes  
 [13] proprietary, their involvement typically ceases.  
 [14] There are even similar-type problems when  
 [15] developing terminals and the like under federal  
 [16] grant programs. They'll only be involved in the  
 [17] common area of developments, not the proprietary,  
 [18] like for shops and the like, because those are  
 [19] outside of what they commit grant funds for. So,  
 [20] no, there is no FAA money. This is an FDOT grant  
 [21] exclusively.  
 [22] MR. WATTS: Okay. Thank you.  
 [23] CHAIRMAN DAVIS: Anyone else, gentlemen?  
 [24] (No further comments.)  
 [25] CHAIRMAN DAVIS: Any public comment on

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[ 1] 2000-05, the Supplemental JPA?  
 [ 2] (No public comments.)  
 [ 3] CHAIRMAN DAVIS: If not, gentlemen, I will  
 [ 4] entertain a motion to either approve or deny  
 [ 5] Resolution 2000-05, as Staff has recommended.  
 [ 6] MR. TAYLOR: Mr. Chairman, I make a motion  
 [ 7] we approve Resolution 2000-05 in accordance with  
 [ 8] Staff recommendation.  
 [ 9] CHAIRMAN DAVIS: Thank you, Mr. Taylor. And  
 [10] a second, please?  
 [11] MR. ROSE: I second.  
 [12] CHAIRMAN DAVIS: Thank you, Mr. Rose. All  
 [13] in favor of approving 2000-05, signify by aye.  
 [14] MR. ROSE: Aye.  
 [15] MR. LASSITER: Aye.  
 [16] MR. WATTS: Aye.  
 [17] MR. TAYLOR: Aye.  
 [18] CHAIRMAN DAVIS: Aye. And opposed?  
 [19] (No opposition.)  
 [20] CHAIRMAN DAVIS: Gentlemen, by your vote,  
 [21] you have approved 2000-05. Mr. Wuellner?  
 [22] 5.D. - ELECTRICAL VAULT ENGINEERING AGREEMENT  
 [23] MR. WUELLNER: Yes, sir. The next item I  
 [24] have, item 5.D., is the proposed engineering  
 [25] agreement with Kaiser Engineering. You're still

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[ 1] going by that name? Kaiser Engineering. It's  
 [ 2] Supplemental Agreement 00-08, and it relates to  
 [ 3] the development of the airfield electrical vault,  
 [ 4] development of initial plans and specifications  
 [ 5] for this project.  
 [ 6] It is designed to be appended directly to  
 [ 7] the air traffic control tower construction  
 [ 8] contract or design/build contract so that that  
 [ 9] project becomes contiguous with that development  
 [10] effort. The two share basically the same  
 [11] property area, and there are obviously some items  
 [12] that need to be very well coordinated between the  
 [13] two. So, it's been proposed to append -- or make  
 [14] that a part of the design/build contract for the  
 [15] air traffic control tower in itself.  
 [16] As such, the agreement with ICF Kaiser in  
 [17] the amount of \$21,600 facilitates the initial  
 [18] plans and specifications for the -- for the  
 [19] project and incorporates those into the  
 [20] design/build contract.  
 [21] Just so you're aware of schedule, I was  
 [22] going to talk about that in a minute, but it  
 [23] looks like this will be out on the street within  
 [24] the next week or two, the whole project, and will  
 [25] be at -- before the Airport Authority in October

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[ 1] for some sort of action toward awarding a  
 [ 2] contract for the tower. And I'll brief you in a  
 [ 3] little more detail on that in a minute.  
 [ 4] CHAIRMAN DAVIS: Thank you. Gentlemen, any  
 [ 5] questions or comments?  
 [ 6] (No comments.)  
 [ 7] CHAIRMAN DAVIS: For public information, Ed,  
 [ 8] explain the reason why we're moving this vault in  
 [ 9] that area.  
 [10] MR. WUELLNER: Why --  
 [11] CHAIRMAN DAVIS: For safety reasons.  
 [12] MR. WUELLNER: Part of it is the ease of  
 [13] developing the controls, the airfield lighting  
 [14] control system that becomes operated through the  
 [15] tower facility. They have the ability to turn  
 [16] individual light circuits on and the like.  
 [17] Where the existing bulb is, it's not only  
 [18] been developed in a primitive control fashion,  
 [19] but it also is nearly -- I think it's about 4,000  
 [20] feet from the location of the air traffic control  
 [21] tower.  
 [22] Secondary reasons is it also -- the vault  
 [23] design provides backup generating capability that  
 [24] will likely be co-utilized by the air traffic  
 [25] control tower for backup AC power for both

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[ 1] airfield lighting, as well as backup power for  
 [ 2] the air traffic control tower. So, it provides a  
 [ 3] good integral -- saving us from developing two  
 [ 4] backup generating facilities in -- in this  
 [ 5] project.  
 [ 6] It also is more central to all airfield  
 [ 7] lighting and will allow a much easier home-run  
 [ 8] development of the existing airfield lighting  
 [ 9] circuits and instrumentation circuits.  
 [10] CHAIRMAN DAVIS: Thank you. Any public  
 [11] comment?  
 [12] (No public comments.)  
 [13] CHAIRMAN DAVIS: If not, gentlemen, I will  
 [14] entertain a motion that we accept Staff  
 [15] recommendations for item D.  
 [16] MR. ROSE: I so-move, Mr. Chairman.  
 [17] CHAIRMAN DAVIS: Thank you, Mr. Watts (sic).  
 [18] And a second, please?  
 [19] MR. WATTS: I second.  
 [20] CHAIRMAN DAVIS: Thank you, Mr. Watts -- Mr.  
 [21] Rose. Thank you, Mr. Watts. All in favor,  
 [22] signify by aye.  
 [23] MR. ROSE: Aye.  
 [24] MR. TAYLOR: Aye.  
 [25] MR. LASSITER: Aye.

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[ 1] MR. WATTS: Aye.  
 [ 2] CHAIRMAN DAVIS: Aye. And opposed?  
 [ 3] (No opposition.)  
 [ 4] CHAIRMAN DAVIS: Gentlemen, by your vote,  
 [ 5] you have approved the electrical vault  
 [ 6] engineering agreement. Mr. Wuellner?  
 [ 7] 5.E. - NORTHEAST PROPERTY DECISION  
 [ 8] MR. WUELLNER: Yeah. The next -- next item  
 [ 9] I have is related to the northeast property of --  
 [10] of the airport, and I'll get up here in a second  
 [11] and point it out, but basic -- let me point it  
 [12] out so you have -- the area we're talking about  
 [13] is right up here (indicating).  
 [14] The actual property envelope contains about  
 [15] nine acres of property, not all of which is able  
 [16] to be developed in any form or fashion. As you  
 [17] recall, Taxiway A -- a few months ago, continued  
 [18] the Taxiway A up to that area and provided an  
 [19] access point to the airfield infrastructure.  
 [20] We've had a request from an existing  
 [21] corporate tenant to lease a portion of that  
 [22] property for the purposes of us developing  
 [23] another corporate hangar facility for them to  
 [24] replace the existing.  
 [25] They've ordered new aircraft, would very

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[ 1] much like to remain on the north end of the  
 [ 2] airport where they are now, and have asked us to  
 [ 3] review that property and consider leasing a  
 [ 4] portion of that for that purpose.  
 [ 5] Now, the property is currently in your  
 [ 6] Master Plan as a potential terminal FBO facility.  
 [ 7] My gut feeling is it's not really enough property  
 [ 8] there to develop that type of a facility. Five  
 [ 9] acres of developable property probably wouldn't  
 [10] cut a decent-sized FBO.  
 [11] We are looking at -- what we'd like to do is  
 [12] get your endorsement of having that basically  
 [13] turned over to Kaiser, let them parcel that out  
 [14] in some form or fashion, or look at the  
 [15] feasibility of parcelling that out into something  
 [16] meaningful for development, for commercial and  
 [17] corporate-type hangar development up on the north  
 [18] end there.  
 [19] But because it requires effectively a Master  
 [20] Plan adjustment or an adjustment of current  
 [21] development plans, we felt like it really needed  
 [22] to be discussed with -- with you folks and have  
 [23] that direction coming from the board versus just  
 [24] a staff decision to go ahead and parcel something  
 [25] out.

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[ 1] So, it's kind of on the table for that  
[ 2] discussion. We would facilitate the balance of  
[ 3] infrastructure as well as any hangar development  
[ 4] at this time through FDOT grant processes, just  
[ 5] the same as we do the Eastside Corporate area.

[ 6] I have no guarantees at this moment what the  
[ 7] earliest date of DOT participation in a corporate  
[ 8] hangar would be. They have indicated a -- a  
[ 9] line. They'd like to be in somewhere between  
[10] August and December of next year. It's a fairly  
[11] tight time line, even if it can be done.

[12] As I said, we haven't identified the grant  
[13] funds at this point, either. But if we're going  
[14] to move ahead at all, we need to deal with it  
[15] from a planning aspect at this point.

[16] MR. ROSE: Ed, do we own that property now?

[17] MR. WUELLNER: Yes, we do. Yeah. It's  
[18] entirely airport.

[19] MR. ROSE: No problem with ownership at this  
[20] point.

[21] MR. WUELLNER: No, sir.

[22] CHAIRMAN DAVIS: Any other comments,  
[23] gentlemen?

[24] MR. WUELLNER: I do need to point out that a  
[25] part of that property, it -- will be cleared as a

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[ 1] part of the ILS project.

[ 2] The approach area -- I don't have anything  
[ 3] that shows the exact line, but approximately a  
[ 4] third to a half of that existing property will  
[ 5] need to be cleared in order to comply with the  
[ 6] increased runway protection zone requirements  
[ 7] that come with having an ILS. So, a part of that  
[ 8] does get cleared regardless, but this -- the  
[ 9] balance of that property could be developed.

[10] CHAIRMAN DAVIS: Mr. Taylor?

[11] MR. TAYLOR: Ed, a couple of things. One,  
[12] my understanding is that you're seeking the  
[13] authority to adjust the Master Plan in order to  
[14] let this proceed to a study standpoint --

[15] MR. WUELLNER: Correct.

[16] MR. TAYLOR: -- which would lead to more  
[17] corporate activity at that end, whether it be  
[18] this client or some other client.

[19] MR. WUELLNER: Yes, correct.

[20] MR. TAYLOR: Okay. Now, my memory serves me  
[21] correctly, the only interest that this -- that  
[22] the previous board ever showed in an alternate  
[23] FBO facility was the idea that there might be two  
[24] here.

[25] MR. WUELLNER: Correct.

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[ 1] MR. TAYLOR: And we -- my feeling is that  
[ 2] we're quite content with the service we have and  
[ 3] don't need any threat of bringing in a competitor  
[ 4] to them, and so, it does not seem at all logical  
[ 5] that we retain that area for potential FBO site.

[ 6] MR. WUELLNER: Correct.

[ 7] MR. TAYLOR: Am I correct in that history of  
[ 8] what's happened?

[ 9] MR. WUELLNER: We have no obligation to  
[10] preserve property for a second FBO, but you would  
[11] have an obligation to entertain any proposal for  
[12] a second FBO.

[13] MR. TAYLOR: Okay.

[14] MR. WUELLNER: You cannot just categorically  
[15] decide there'll be no FBO, no second FBO.  
[16] That's -- that's not a -- a legal action from  
[17] our -- from a federal side.

[18] However, you consider those proposals based  
[19] on their merits, based on, you know, the ability  
[20] to sustain a second FBO operation on an airport.  
[21] So, it's not a slam dunk, you just automatically  
[22] necessarily have to give somebody a second FBO.

[23] There are a lot of -- part of the minimum  
[24] standards effort that this board did before I got  
[25] here was to address what they would consider the

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[ 1] minimum acceptable level of service and the like  
[ 2] and facility development and capital investment  
[ 3] that would be acceptable to establish another FBO  
[ 4] as -- in addition to many other types of  
[ 5] businesses on the airport.

[ 6] So, I just caution you on making a  
[ 7] statement, there will be no other FBO or  
[ 8] something. I -- I mean, I understand what you're  
[ 9] trying to say, that everybody's happy with what  
[10] we've got, but we just can't preclude a second  
[11] FBO.

[12] MR. TAYLOR: But certainly, we do not need  
[13] at this point to keep in the Master Plan a site  
[14] for one.

[15] MR. WUELLNER: That's correct. I mean,  
[16] you're going to go through that effort again,  
[17] anyway.

[18] CHAIRMAN DAVIS: I believe, if I'm not  
[19] correct -- if I'm not mistaken, rather, that even  
[20] though we may eventually have a second FBO,  
[21] there's nothing that says that that has to be  
[22] even on this side of U.S. 1.

[23] MR. WUELLNER: That's correct, too. I mean,  
[24] you -- you do have an obligation to look at the  
[25] merits of --



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[ 1] CHAIRMAN DAVIS: To look at it, but not to  
 [ 2] reserve property or hold tight onto property that  
 [ 3] we can develop now, thinking that maybe 10, 15  
 [ 4] years from now, we may enter another FBO and let  
 [ 5] this income or financial gain that we may get  
 [ 6] from this corporate hangar go bust.

[ 7] MR. WUELLNER: Well, exactly. I mean, we  
 [ 8] have an obligation on the flip side to develop  
 [ 9] the property to the maximum extent feasible with  
 [10] the purpose of becoming as self-sustaining as  
 [11] possible. So, you know, you've got to -- you've  
 [12] got to find that marriage that's happy.

[13] It certainly is prudent planning to find  
 [14] spots that are ideal and reserve those, and --  
 [15] but when -- when you're in a situation kind of  
 [16] like we are where you're basically out of  
 [17] developable property as it stands today, it's --  
 [18] those kind of decisions are -- are clearly vested  
 [19] with you folks.

[20] CHAIRMAN DAVIS: What is -- what would be  
 [21] the problem with the ILS -- or what criteria  
 [22] would be there for putting a hangar down there  
 [23] with that ILS? We're just clearing; we're not  
 [24] putting anything else --

[25] MR. WUELLNER: Correct.

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[ 1] CHAIRMAN DAVIS: -- in that area.  
 [ 2] MR. WUELLNER: The area to be cleared is --  
 [ 3] if you extended Taxiway A all the way till it  
 [ 4] meets -- it's going to meet approximately at the  
 [ 5] intersection of Gun Club Road and U.S. 1. If you  
 [ 6] just kind of drew an extended line there, all of  
 [ 7] that that sits on the south of that line or the  
 [ 8] bottom of that line, I -- I can pretty well  
 [ 9] guarantee you will need to be cleared.

[10] There's an area above that line, just ever  
 [11] so slightly. It's a trapezoid-type dimension  
 [12] versus a straight line, so a portion of that gets  
 [13] cleared anyway.

[14] Now, we're talking about the property  
 [15] immediately north of that or beyond that toward  
 [16] the roads, and it's an area that, you know, as I  
 [17] said, could be -- I think if looked at  
 [18] appropriately from a planning side, I personally  
 [19] see no real reason why it -- it couldn't be  
 [20] developed as a corporate/commercial type.

[21] By "commercial," I mean commercial-type  
 [22] aviation, not commercial service, you know,  
 [23] somebody in the avionics business or whatever,  
 [24] that type of a business. It's something that's  
 [25] currently prohibited in the corporate part.

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[ 1] MR. LASSITER: By continuing the hangars on  
 [ 2] further down, the Ringhaver and that one, would  
 [ 3] you -- would you possibly limit yourself as far  
 [ 4] as the development if acquisitions to the east of  
 [ 5] there are maintained -- or the road modification  
 [ 6] and all that, does that come into play at all?

[ 7] MR. WUELLNER: No. Access would either be  
 [ 8] off of what is now Hawkeye View Lane or Gun Club  
 [ 9] Road, the only way to access that property in the  
 [10] foreseeable future.

[11] So, I don't think access is an issue. And  
 [12] certainly utilities and all that are in place  
 [13] over there, so in the ease of development, it's  
 [14] certainly an area that can be done with minimal  
 [15] investment by the Airport.

[16] MR. LASSITER: What are the wetlands? Are  
 [17] there any wetlands in there?

[18] MR. WUELLNER: There is a small piece kind  
 [19] of at the top of the hump, if you will, on the --  
 [20] on the drawing. I think it's less than an acre,  
 [21] if my memory's correct. I know it's less than an  
 [22] acre; I just don't remember the exact size,  
 [23] though.

[24] MR. LASSITER: The current tenant that's  
 [25] looking to expand is -- he's a long-term lessee

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[ 1] in --

[ 2] MR. WUELLNER: Yes.

[ 3] MR. LASSITER: -- on the property?

[ 4] MR. WUELLNER: Yes.

[ 5] MR. LASSITER: So, that will make another  
 [ 6] commercial hangar --

[ 7] MR. WUELLNER: Correct.

[ 8] MR. LASSITER: -- available?

[ 9] MR. WUELLNER: Correct. They're simply  
 [10] upgrading equipment, and what they have won't --  
 [11] won't work.

[12] CHAIRMAN DAVIS: Mr. Taylor?

[13] MR. TAYLOR: I'm just ready to make a motion  
 [14] whenever you are.

[15] CHAIRMAN DAVIS: Any other questions? Any  
 [16] public comment? Mr. Ciriello?

[17] MR. CIRIELLO: Joe Ciriello. A couple of  
 [18] things come through my mind as you were  
 [19] discussing this thing. Nine acres doesn't seem  
 [20] like a lot to me, but you said all of it's not  
 [21] usable. Is that because of environment?

[22] MR. WUELLNER: The nine-acre parcel is  
 [23] really the area that's shown --

[24] MR. CIRIELLO: Yeah.

[25] MR. WUELLNER: -- treed.

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[ 1] MR. CIRIELLO: Yeah.  
[ 2] MR. WUELLNER: So, a lot of that can't be  
[ 3] used because of where it lies proximity to the  
[ 4] runways and taxiways and the runway protection.

[ 5] MR. CIRIELLO: It's not because of it's  
[ 6] marshy or anything.

[ 7] MR. WUELLNER: Correct.

[ 8] MR. CIRIELLO: Okay. Now, you -- you say  
[ 9] that there's not enough room to either put a  
[10] brand-new terminal there for commercial ventures  
[11] and a corporate hangar? You'd have one or the  
[12] other, or do you have room for both?

[13] MR. WUELLNER: I wouldn't exclude the  
[14] possibility of having some sort of a corporate  
[15] terminal or something over there, but the -- the  
[16] area itself, if you look toward the needs of a  
[17] full-service FBO, it's -- it's pretty constrained  
[18] on five acres, and there'd be no reasonable  
[19] likelihood that they'd be able to expand that --  
[20] that land envelope there to make it work.

[21] MR. CIRIELLO: Yeah. A terminal would have  
[22] to have parking and everything.

[23] Now, this other thought in my mind; you're  
[24] talking about a second FBO. In effect -- you  
[25] correct me if I'm wrong -- an FBO can be just

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[ 1] about anything that's on an airport. And this  
[ 2] one that just moved in was in the paper -- and I  
[ 3] can't think of their name. This -- came from  
[ 4] Craig.

[ 5] MR. WUELLNER: SK?

[ 6] MR. CIRIELLO: Yeah. In effect, they are an  
[ 7] FBO. They have flight school; they sell  
[ 8] airplanes; they do charter work; they have  
[ 9] helicopters. They are really an FBO. They just  
[10] don't sell fuel like Aero Sport. But they are an  
[11] FBO, so you've got a second FBO now on this  
[12] field, right?

[13] MR. WUELLNER: By -- by our definitions, and  
[14] the definitions, the only ones that matter are  
[15] what's in our Minimum Operating Standards, pretty  
[16] much any commercial operation on the airport is  
[17] defined as a Special FBO. And that definition  
[18] limits their development and their utility of the  
[19] property to those items they've specifically  
[20] asked to develop on the airport property.

[21] MR. CIRIELLO: That's playing with words.  
[22] You do have a second FBO.

[23] MR. WUELLNER: Versus a full FBO, no. I  
[24] would think there's an entirely different -- I  
[25] wouldn't have chosen those names if it were me

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[ 1] developing it. It's been here -- it was in place  
[ 2] when I got here. I'd never heard that term used  
[ 3] until getting here.

[ 4] But the fact is that terminology is in place  
[ 5] here and, you know, I think perhaps it's even you  
[ 6] mincing the words there, but they would really be  
[ 7] specific purpose commercial operators if they  
[ 8] were defined under most sets of minimum operating  
[ 9] standards, not an FBO.

[10] MR. CIRIELLO: Well, I'm only going by what  
[11] the paper said, and the only thing that they  
[12] don't have that Aero Sport has is maintenance for  
[13] the public -- they would for their own  
[14] aircraft -- and fuel sales. Other than that,  
[15] they have everything else. So your  
[16] definition's -- it's your business, but to me,  
[17] you have a second FBO.

[18] MR. WUELLNER: I want to make sure you  
[19] understand. The -- SK's operating agreement with  
[20] the Airport Authority precludes those activities  
[21] off of their leasehold.

[22] When they pick up tenants or pick up users  
[23] of their aircraft and the like, all that is  
[24] required to be done out of our terminal facility  
[25] versus their leasehold. So, we have not

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[ 1] developed the corporate hangar area inconsistent  
[ 2] with the --

[ 3] MR. CIRIELLO: What about the flight  
[ 4] instructions?

[ 5] MR. WUELLNER: If their doing it, it's  
[ 6] through the auspices of either the Fixed Base  
[ 7] Operator's agreement or with the flight school  
[ 8] here. Otherwise, it would be -- it can't be  
[ 9] conducted off of their leasehold. I can't  
[10] preclude anybody --

[11] MR. CIRIELLO: In other words, they're more  
[12] or less a partner with a flight school or FBO in  
[13] the flight school department.

[14] MR. WUELLNER: Right. There's -- there's  
[15] also no -- no method that's legal for us to  
[16] preclude any individual with a flight  
[17] instructor's certificate from operating under  
[18] Part 61.

[19] We're talking the difference between a 141  
[20] school, which is what Bjorn's operation is,  
[21] versus an individual instructor offering  
[22] instruction. That's perfectly legal anywhere in  
[23] the country. In fact, I can't stop it, even if I  
[24] wanted to.

[25] MR. CIRIELLO: What about the selling of

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[ 1] aircraft?  
 [ 2] MR. WUELLNER: Selling of aircraft, as an  
 [ 3] individual or even a company, I can't preclude  
 [ 4] that unless they hang a shingle out and call  
 [ 5] themselves an aircraft sales business and that  
 [ 6] becomes the primary focus of their business. I  
 [ 7] wouldn't even attempt to stop them.  
 [ 8] MR. CIRIELLO: Okay.  
 [ 9] MR. WUELLNER: If it's ancillary to their  
 [10] use, they have the right to buy and sell  
 [11] airplanes.  
 [12] CHAIRMAN DAVIS: Thank you, Mr. Ciriello.  
 [13] Any other comment?  
 [14] (No public comments.)  
 [15] CHAIRMAN DAVIS: If not, gentlemen, I will  
 [16] entertain a motion to accept or reject Staff  
 [17] recommendations on -- on northeast property  
 [18] decision.  
 [19] MR. TAYLOR: Mr. Chairman --  
 [20] CHAIRMAN DAVIS: Mr. Taylor?  
 [21] MR. TAYLOR: -- I recommend we accept the  
 [22] Staff recommendation to pursue the potential of  
 [23] this use for that property.  
 [24] CHAIRMAN DAVIS: Thank you, Mr. Taylor. And  
 [25] a second, please?

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[ 1] MR. LASSITER: Second.  
 [ 2] CHAIRMAN DAVIS: Thank you, Mr. Lassiter.  
 [ 3] All in favor, signify by aye.  
 [ 4] MR. ROSE: Aye.  
 [ 5] MR. TAYLOR: Aye.  
 [ 6] MR. LASSITER: Aye.  
 [ 7] MR. WATTS: Aye.  
 [ 8] CHAIRMAN DAVIS: Aye. And opposed?  
 [ 9] (No opposition.)  
 [10] CHAIRMAN DAVIS: By your vote, gentlemen,  
 [11] you have given Staff the authorization to look at  
 [12] the northeast property decision.  
 [13] MR. WUELLNER: We'll bring it back, the  
 [14] development as proposed, the planned development  
 [15] there.  
 [16] 5.F. - RESCHEDULE DATE FOR SECOND PUBLIC HEARING  
 [17] MR. WUELLNER: Next item I have is I need to  
 [18] make you aware that we have -- already have a  
 [19] schedule conflict for the public hearings related  
 [20] to the budget.  
 [21] The 11th is fine for the first public  
 [22] hearing, as I understand it. The problem is, we  
 [23] had intended to make the second public hearing  
 [24] the 18th. As is their prerogative, the School  
 [25] Board has chosen the 18th for their meeting. As

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[ 1] such, you are preempted by Florida Statutes from  
 [ 2] having your meeting that night for that purpose.  
 [ 3] It could fall the following -- following  
 [ 4] Monday, if you'd like. That is the School  
 [ 5] Board's second public hearing, so the likelihood  
 [ 6] of having -- the meeting we're interrupting for,  
 [ 7] the 18th, is their second public hearing. So,  
 [ 8] they're not going to have a public hearing that  
 [ 9] conflicts with it if we wait two weeks instead of  
 [10] one week after the first budget hearing.  
 [11] So, if you'd like, we can take it to the --  
 [12] what would be the fourth Monday in September, if  
 [13] you prefer to keep it on a Monday; otherwise, I  
 [14] think -- what are you doing, Commissioner Bryant,  
 [15] you're sticking with Tuesdays for budget?  
 [16] COMMISSIONER BRYANT: Tuesdays.  
 [17] MR. WUELLNER: So, other than Tuesday the  
 [18] 19th, which would probably be your other  
 [19] conflict, you could choose whatever you like.  
 [20] CHAIRMAN DAVIS: Ed, this came up once a  
 [21] couple of years ago. Did we not move it to the  
 [22] next day in order to get --  
 [23] MR. WUELLNER: That's --  
 [24] CHAIRMAN DAVIS: -- get away from that?  
 [25] MR. WUELLNER: That's perfectly acceptable,

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[ 1] except you're going to conflict with the Board of  
 [ 2] County Commissioners, which is the only other  
 [ 3] entity that can preempt your public hearing.  
 [ 4] CHAIRMAN DAVIS: So, the only one that we  
 [ 5] really are concerned about is the one on the  
 [ 6] 18th?  
 [ 7] MR. WUELLNER: Correct. The 11th is fine.  
 [ 8] Apparently, the board -- the School Board is  
 [ 9] doing their first public hearing on a different  
 [10] date.  
 [11] CHAIRMAN DAVIS: Okay.  
 [12] MR. WUELLNER: Those conflicts for the first  
 [13] meeting are worked out before we get through the  
 [14] initial process with the -- with the Property  
 [15] Appraiser and the Tax Collector's office.  
 [16] MR. LASSITER: Ed, I think the 18th was  
 [17] going to be right after the board meeting, so  
 [18] we'll have --  
 [19] MR. WUELLNER: We'd interrupt it for a 5:01.  
 [20] MR. LASSITER: Yeah. So, we would have the  
 [21] 11th, and then the 18th would be the board  
 [22] meeting, and then we'd have the 25th --  
 [23] MR. WUELLNER: Well, what I was going to  
 [24] suggest is if you want to do it the following  
 [25] Monday or any other day, for that matter, we

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[ 1] could simply reschedule the Airport Authority's  
 [ 2] meeting to coincide so you don't add a third  
 [ 3] meeting that month.  
 [ 4] MR. LASSITER: I'd rather have it -- do  
 [ 5] that.  
 [ 6] MR. WUELLNER: Whatever dates you choose,  
 [ 7] we'll just move the Airport Authority's meeting  
 [ 8] to that date, be it the following Monday or  
 [ 9] Wednesday or Thursday.  
 [10] MR. LASSITER: Do you need a motion, I  
 [11] think, the 25th?  
 [12] CHAIRMAN DAVIS: Just a minute, Mr.  
 [13] Lassiter.  
 [14] MR. ROSE: That's okay with me.  
 [15] CHAIRMAN DAVIS: Go back again, Ed.  
 [16] MR. WUELLNER: The 18th's the only date we  
 [17] have a conflict with. It appears we would have a  
 [18] conflict with the 19th, the day after. So, those  
 [19] two dates are out.  
 [20] Other than that, you're in pretty good  
 [21] shape. You can't really move it to the week  
 [22] before, because it would be very difficult to  
 [23] meet the advertising requirements for a second  
 [24] public hearing.  
 [25] MR. ROSE: Why don't we do it on the 25th?

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[ 1] guarantee that right now.  
 [ 2] CHAIRMAN DAVIS: Mr. Rose?  
 [ 3] MR. ROSE: That's fine with me.  
 [ 4] CHAIRMAN DAVIS: Mr. Watts?  
 [ 5] MR. WATTS: That's great.  
 [ 6] CHAIRMAN DAVIS: Mr. Lassiter?  
 [ 7] MR. LASSITER: That -- that's okay with my  
 [ 8] schedule.  
 [ 9] MR. TAYLOR: Four maybe out of five; that's  
 [10] pretty good.  
 [11] CHAIRMAN DAVIS: You haven't heard from me.  
 [12] MR. TAYLOR: You --  
 [13] CHAIRMAN DAVIS: That's fine. Set it up for  
 [14] that date, Ed.  
 [15] MR. WUELLNER: The 25th.  
 [16] CHAIRMAN DAVIS: 25th.  
 [17] MR. ROSE: Okay. 4 o'clock and 5:01.  
 [18] CHAIRMAN DAVIS: 4:00 and 5:01, sir.  
 [19] MR. WUELLNER: You got it.  
 [20] 5.G. - PROJECT UPDATES  
 [21] MR. WUELLNER: Okay. I did want to update  
 [22] you. I didn't get a chance to get you a list of  
 [23] project updates, but let me go -- just walk  
 [24] through them real quick for you.  
 [25] The aircraft wash rack is currently at DEP

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[ 1] MR. WUELLNER: The 25th does work.  
 [ 2] MR. ROSE: We have a board meeting and then  
 [ 3] a budget hearing.  
 [ 4] MR. LASSITER: At 5:01.  
 [ 5] MR. ROSE: Yeah.  
 [ 6] MR. WUELLNER: The only obligation we have  
 [ 7] is related to advertising, and we'll take care of  
 [ 8] that.  
 [ 9] MR. ROSE: Does that suit you?  
 [10] MR. TAYLOR: So, move both of them?  
 [11] MR. WUELLNER: Move both of them to the  
 [12] 25th; is that correct? You're trying -- you're  
 [13] going to move both meetings to the 25th? I just  
 [14] want to make sure we're --  
 [15] MR. LASSITER: I -- that's what I would  
 [16] prefer, just to have the public, regular normal  
 [17] board and then have the second meeting for the  
 [18] budget.  
 [19] MR. WUELLNER: I think it makes sense.  
 [20] CHAIRMAN DAVIS: Anyone have a conflict with  
 [21] the 25th?  
 [22] MR. TAYLOR: Mr. Chairman?  
 [23] CHAIRMAN DAVIS: Mr. Taylor?  
 [24] MR. TAYLOR: I'll be traveling that day, and  
 [25] I'll do my best to get here on time, but I can't

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[ 1] for permitting and is at the County for  
 [ 2] permitting review. We expect to have that on the  
 [ 3] street, and I think a bid award is still October,  
 [ 4] at your October meeting. That's for the aircraft  
 [ 5] wash rack.  
 [ 6] ILS, we had discussions with FAA and have  
 [ 7] come to an agreement on how best to resolve the  
 [ 8] remaining issues related to the facility, so  
 [ 9] we're back on track with that.  
 [10] The tower, as I mentioned, will be pursued  
 [11] as a design/build project. We do -- we do need  
 [12] to spend a minute and talk about how you would  
 [13] like to do the analytical part of looking at  
 [14] those bids, and I'll come back to that in just a  
 [15] second.  
 [16] The development of the office space and the  
 [17] large bulk hangar in the FBO area will be also  
 [18] open for bid and -- and subject for an award in  
 [19] October.  
 [20] The vault is tied to the tower and will be,  
 [21] again, on an October time line.  
 [22] Taxiway B, we've done the justification  
 [23] paper, and that will be transmitted to FAA  
 [24] this -- probably this week for their review and  
 [25] hopefully some programming for funds to begin the

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[ 1] development of that project -- or take it from  
[ 2] plans and specs to construction, let's put it  
[ 3] that way.

[ 4] Hangar Number 5, another project I need to  
[ 5] make you up -- aware of. The folks at SK  
[ 6] Logistics who just moved into their nice shiny  
[ 7] hangar back in June have already outgrown that  
[ 8] facility. The persons or the company we had  
[ 9] waiting to occupy the next corporate hangar has  
[10] graciously agreed to take SK's existing hangar.

[11] So, therefore, unless this board has a  
[12] problem, we'll go ahead and develop SK's new  
[13] hangar effectively next to their existing hangar,  
[14] but will meet the larger demands that they're  
[15] placing on the facility. And they'll occupy the  
[16] new facility when it's finished. And the tenant  
[17] who was going to occupy 5 will now occupy Hangar  
[18] 4, if you're sufficiently confused. But if that  
[19] doesn't cause you any problems, we'll proceed  
[20] that direction.

[21] CHAIRMAN DAVIS: This is with a new -- new  
[22] leasing agreements on it?

[23] MR. WUELLNER: Correct. Both agreements  
[24] would come to you guys when we're ready to go.

[25] Runway 2/20 remarking was completed last

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[ 1] month, and we'll be moving to 6/24 very shortly  
[ 2] to do the remarking out there. And then this  
[ 3] fall, when it cools off a little bit, we'll have  
[ 4] to do a phased effort on Runway 13/31 to avoid  
[ 5] interruption of any traffic, but will begin the  
[ 6] marking and marking upgrades related to 13/31 to  
[ 7] bring it to current standards and to add the  
[ 8] markings necessary to accommodate the Category I  
[ 9] ILS precision markings.

[10] The intermodal facility, we had a very good  
[11] meeting. Commissioner Bryant and Mr. Davis  
[12] joined Staff at the Florida DOT district office  
[13] to meet with their programming and planning  
[14] people to discuss how best to proceed with the  
[15] intermodal facility.

[16] It was a very positive meeting. And as  
[17] such, we're developing a scope of work to be  
[18] brought back to this board related to answering  
[19] all of the questions related to the facility;  
[20] phasing, cost, scope of it. All of those kind of  
[21] questions would be addressed in that study.

[22] We'll hopefully have that design -- the study  
[23] design, the scope of that study before this board  
[24] next month for your endorsement and approval.

[25] There'll be an FDOT grant associated with

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[ 1] that. They're looking at funding that study at  
[ 2] probably an 80 percent rate. So, they'll  
[ 3] actually jump on board real quick to look at all  
[ 4] of those -- trying to develop the answers to all  
[ 5] the questions that are out there on it, and  
[ 6] hopefully wrap that up late this winter.

[ 7] We're trying to get some numbers pretty  
[ 8] early, in terms of development numbers, so that  
[ 9] we can get into this Florida DOT cycle in terms  
[10] of getting into the five-year work program for  
[11] funds to bring it out of the ground, should it --  
[12] should the study recommend that.

[13] That will occur in a November or December  
[14] time line, with the public hearings and the like  
[15] that go with that at Florida DOT. So, we're  
[16] going to try and keep it as fast-tracked as  
[17] possible so that all of the parties interested  
[18] can come together and get something I think  
[19] that's going to be absolutely fantastic for the  
[20] community.

[21] What else do I need to tell you? Oh, the  
[22] design/build for the towers, the last thing I  
[23] think we probably need to have some concurrence  
[24] on. We have beat this thing up at both staff  
[25] level, consulting level.

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[ 1] We've gotten input from Florida DOT. We've  
[ 2] talked to other consultants who've done these  
[ 3] types of projects. We also have talked to other  
[ 4] airport operators who have taken the design/build  
[ 5] approach to a project.

[ 6] And I think the recommendation that I would  
[ 7] make is to attempt to review or evaluate the bids  
[ 8] or the submittals related to this project,  
[ 9] because as you're aware, there's an engineering  
[10] phase to this project to balance -- to finish  
[11] this -- the tower effort.

[12] There's also a construction element to it.  
[13] And we want to be careful that we make a  
[14] selection that not only produces the best  
[15] possible facility for the dollar, but also is --  
[16] meets the standards and the design requirements  
[17] and we get a good engineering firm affiliated  
[18] with the project to make sure that it's being  
[19] done correctly and meeting the needs of -- of the  
[20] facility here.

[21] As such, we've kind of tentatively wanted to  
[22] propose an idea where we use roughly one-third  
[23] each in the evaluation criterias (sic), come up  
[24] with a -- an element where we look strictly at  
[25] professional services, in effect kind of a

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[ 1] miniconsultant selection. We're looking at that  
 [ 2] aspect of the proposal as we get it, roughly  
 [ 3] one-third of the point value to affirm.  
 [ 4] Second would be the aesthetic value of the  
 [ 5] submittal that's made with it. They're going to  
 [ 6] give you a preliminary idea of what that facility  
 [ 7] might look like in representing the community's  
 [ 8] general architecture plans.  
 [ 9] The other third of this would be obviously  
 [10] the financial side of it; does it, A, fit within  
 [11] the budget and, you know, the relative ranking of  
 [12] that financially based on the other firm?  
 [13] So, there'd be three separate rankings that  
 [14] are going on there, and those would be rectified  
 [15] into some recommendation for or some  
 [16] award-related recommendation for the design/build  
 [17] contractor or team that submits for the project.  
 [18] Get your thoughts on that and see where you're  
 [19] going.  
 [20] It can be done one of two -- I mean, it can  
 [21] normally be done one of two ways. It more  
 [22] typically is done based on strictly professional  
 [23] services; it's made more as a professional  
 [24] services, you're more concerned with the  
 [25] engineering side of it, and a firm is awarded

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[ 1] based on that and a contract negotiated based on  
 [ 2] available budget and the scope of the project.  
 [ 3] The other is you could award it based  
 [ 4] strictly on dollars. The caution there is you  
 [ 5] may not get the quality of design and aesthetic  
 [ 6] value that you're looking for if you strictly  
 [ 7] award based on how little does it cost. So, you  
 [ 8] know what I know at this point. You tell me how  
 [ 9] you want it packaged.  
 [10] CHAIRMAN DAVIS: Ed, let me clarify  
 [11] something. By using the one-third -- I think I  
 [12] know where you're going, what you're saying. We  
 [13] could base it on money, and I could build it, and  
 [14] I have no idea how to build one.  
 [15] MR. WUELLNER: Assuming you met the  
 [16] qualifications, yes.  
 [17] CHAIRMAN DAVIS: If I met the  
 [18] qualifications. Or I could end up with a red  
 [19] tower in a blue city.  
 [20] MR. WUELLNER: Exactly.  
 [21] CHAIRMAN DAVIS: So, if we go the one-third  
 [22] on qualifications in the -- in the way you're  
 [23] saying, we'll end up with the best person and the  
 [24] best engineer to do this, and it won't be  
 [25] sticking out like a sore thumb in the community.

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[ 1] MR. WUELLNER: Correct. I mean, that's --  
 [ 2] we're hoping to try and balance all three aspects  
 [ 3] of the project.  
 [ 4] CHAIRMAN DAVIS: Anyone else, gentlemen?  
 [ 5] MR. LASSITER: Yeah.  
 [ 6] CHAIRMAN DAVIS: Mr. Lassiter?  
 [ 7] MR. LASSITER: Define the word "aesthetics."  
 [ 8] When you say aesthetics, to me --  
 [ 9] MR. WUELLNER: Well, one of the -- one of  
 [10] the requirements that we've -- we've tried to  
 [11] build into the specification is that -- that the  
 [12] facility itself take on the general aesthetic  
 [13] quality of the community of St. Augustine so that  
 [14] it's not going to be -- what we're trying to  
 [15] avoid is something like a -- a stark steel  
 [16] building stuck in the middle of somewhere,  
 [17] because the thing does go up a hundred feet in  
 [18] the air and is going to be rather visible from an  
 [19] area around the airport.  
 [20] So, rather than end up with a metal building  
 [21] that -- that goes up a hundred feet in the air  
 [22] and is -- and is generally pretty obtrusive,  
 [23] we're hoping to, by using the specification  
 [24] documents in this early phase, is come up with a  
 [25] parameter that limits the methods of construction

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[ 1] and allows them to submit effectively a -- lack  
 [ 2] of better terms -- a rendering of what that  
 [ 3] facility might look like aesthetically so that  
 [ 4] there's something else -- you have some idea what  
 [ 5] the ultimate tower's going to look like.  
 [ 6] Ordinarily -- and we're doing that only  
 [ 7] because ordinarily, you'd go through the  
 [ 8] engineering portion of the project and you know  
 [ 9] exactly what the facility's going to look like  
 [10] before you ever go out and build it.  
 [11] In this case, you don't know what the  
 [12] facility's going to look like. All you know at  
 [13] this point is where it's going to be located and  
 [14] the parameters of how tall it will be and  
 [15] equipment that needs to be in it and the like.  
 [16] You haven't detailed what the elevations are  
 [17] of the facility. And that's -- that's an area  
 [18] beyond design/build. There would be no need to  
 [19] design it if we -- in this project if we were  
 [20] taking it that far. So, that's why.  
 [21] MR. ROSE: Mr. Chairman?  
 [22] CHAIRMAN DAVIS: Mr. Rose.  
 [23] MR. WUELLNER: And maybe you don't want to  
 [24] weigh it that high. I'm sorry. You know, maybe  
 [25] a third is too high.

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[ 1] MR. LASSITER: And that was my question.  
 [ 2] MR. WUELLNER: We just kind of --  
 [ 3] MR. LASSITER: I think you can give  
 [ 4] direction without putting a third weight versus  
 [ 5] money versus --  
 [ 6] MR. WUELLNER: That's exactly what we're --  
 [ 7] MR. LASSITER: -- technology --  
 [ 8] MR. WUELLNER: -- in terms of input, looking  
 [ 9] for.  
 [10] MR. LASSITER: -- to bring to the table with  
 [11] your firm.  
 [12] CHAIRMAN DAVIS: Mr. Rose?  
 [13] MR. ROSE: I think this is a perfect example  
 [14] of the sort of a contract that you don't want to  
 [15] go -- have awarded strictly to the low bidder.  
 [16] I think it's important that we set the  
 [17] parameters that we want to evaluate the  
 [18] contractor on and have an evaluation of his  
 [19] ability to do what he said he -- what we want him  
 [20] to do and what he says he's going to do.  
 [21] And I think we do need to have some idea of  
 [22] what the elevations are going to look like on  
 [23] this tower. And I'm -- I'm 100 percent in favor  
 [24] of that kind of a negotiation with them.  
 [25] MR. WUELLNER: I did want you to know, too,

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[ 1] that the discussions with DOT were with our  
 [ 2] District 2 people as well as at -- of the  
 [ 3] programming -- manager guy, again, several levels  
 [ 4] up, but just under the secretary, the district  
 [ 5] secretary. And they were very comfortable with  
 [ 6] the process. There was no -- no real issues with  
 [ 7] DOT.  
 [ 8] So, in terms of it being a project that they  
 [ 9] can continue to participate in, which is  
 [10] obviously key at this point, you know, we wanted  
 [11] to make sure they were involved in all those  
 [12] discussions so that they got very comfortable  
 [13] with the approach to the project.  
 [14] MR. COOPER: Can I say something, Ed? We  
 [15] also met this last week with FDOT officials from  
 [16] a different district in south Florida that has  
 [17] gone through this design/build process, two  
 [18] different airports, for control towers. And one  
 [19] went very, very smoothly, and the other one had a  
 [20] lot of bumpy roads in it.  
 [21] And that's where Ed's come up with a lot of  
 [22] his recommendations, is a lengthy discussion on  
 [23] what went wrong with one of those projects and  
 [24] what was right with the other one.  
 [25] CHAIRMAN DAVIS: Mr. Taylor?

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[ 1] MR. TAYLOR: I just want to sort out a  
 [ 2] couple of things in my mind. I'm assuming  
 [ 3] certainly we have the right in our role to bid it  
 [ 4] this way.  
 [ 5] MR. WUELLNER: Uh-huh.  
 [ 6] MR. TAYLOR: Okay. Then the other thing  
 [ 7] that would occur to me is that I'm not sure that  
 [ 8] it's important that we put percentages at this  
 [ 9] time, that we simply say make your proposal and  
 [10] we are not bound to accept the lowest price.  
 [11] I also would like to include, if possible,  
 [12] the ability to negotiate further with the first  
 [13] choice, similar to the way you do with your  
 [14] contract with the engineers, because you may come  
 [15] up with an aesthetic you like pretty well and a  
 [16] price you don't like, or -- I can see there's --  
 [17] we might need an opportunity for more than a,  
 [18] bingo, I'll take this one over that one.  
 [19] MR. WUELLNER: Yeah. And that was -- that's  
 [20] a real good point. We brought that up at the  
 [21] discussions, and what -- what suggestion was made  
 [22] by DOT was: Make it a part of the proposal  
 [23] package that the concept submitted is property of  
 [24] the Airport Authority, so that in the event you  
 [25] do find an aesthetic treatment you like a whole

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[ 1] lot better, but the engineering and -- and  
 [ 2] construction package is -- is what you want, you  
 [ 3] own the concept as such. That's a part of the  
 [ 4] submittal.  
 [ 5] And we even discussed perhaps limiting it to  
 [ 6] a few firms and actually remunerating them for  
 [ 7] the trouble of developing that concept as a  
 [ 8] result of -- as a way of owning the design, if  
 [ 9] you will.  
 [10] Again, remember, it's really only artwork at  
 [11] that point. You're not engineering a facility.  
 [12] It's not -- it's different. And you would make  
 [13] that a part of the -- part of the package.  
 [14] MR. TAYLOR: Mr. Chairman.  
 [15] CHAIRMAN DAVIS: Mr. Taylor?  
 [16] MR. TAYLOR: Again, I'm -- I'm again a  
 [17] little bit uncomfortable. I just went through a  
 [18] situation where we were trying to redesign a big  
 [19] facility, and one guy came up with a design we  
 [20] liked and we didn't like his price. And it's  
 [21] been very painful, because one had the  
 [22] artistic -- so, if we don't use someone's design,  
 [23] I'd like to at least explore some way to make  
 [24] some compensation.  
 [25] I don't know how to do that, but I -- I'm

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[ 1] not very comfortable with taking someone's  
 [ 2] artistic ability and not carrying the whole  
 [ 3] project. I really was thinking more in the  
 [ 4] ability to make adjustments in design and  
 [ 5] engineering and price to get the best of all  
 [ 6] that's available.

[ 7] I don't have a good answer, but I do have a  
 [ 8] concern about just grabbing the property of a --  
 [ 9] of a bidder.

[10] MR. WUELLNER: Well, it would be a case -- I  
 [11] think you just added an important element to it,  
 [12] was those perhaps could be covered by language in  
 [13] this proposal that in the event you do select  
 [14] another artistic concept, if you will, then  
 [15] there's an agreed-upon figure to purchase that.  
 [16] You know, you're effectively purchasing the  
 [17] rights to that -- that as a part of the  
 [18] solicitation.

[19] With this -- this type of process, if I --  
 [20] if I understand it correctly, you have the  
 [21] ability to negotiate a price beyond that in the  
 [22] event you want to modify your -- your  
 [23] requirements and the like within it, your -- it's  
 [24] one of the pluses and minuses of this type of an  
 [25] approach.

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[ 1] MR. McCLURE: Mr. Chairman?

[ 2] CHAIRMAN DAVIS: Yes.

[ 3] MR. McCLURE: The only thing I'd ask that  
 [ 4] you do is, whatever you authorize, that it be  
 [ 5] subject to a quick review on our part.

[ 6] MR. WUELLNER: Absolutely.

[ 7] MR. McCLURE: The -- the design/build  
 [ 8] concept obviously has significant advantages. It  
 [ 9] can expedite the -- the process of getting a  
 [10] project from conception to completion without  
 [11] having to go through the entire design phase,  
 [12] because often you can be beginning the  
 [13] construction of a project while you're finishing  
 [14] out other details that you cannot do with the  
 [15] traditional architect/engineer/contractor  
 [16] structure.

[17] The other advantage that it has is that you  
 [18] often have a single source of responsibility if  
 [19] there are any problems with the building, because  
 [20] if you run into problems with the building, the  
 [21] contractor is going to say, "Well, I built it the  
 [22] way he told me to," and the architect's going to  
 [23] say, "No, he didn't; he built it some other way  
 [24] and didn't follow my instructions or he should  
 [25] have asked." So, there are advantages to it.

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[ 1] But there are differences in the Florida  
 [ 2] Statutes in dealing with the negotiation of  
 [ 3] contracts between government agencies and  
 [ 4] professionals such as lawyers, accountants,  
 [ 5] engineers, et cetera, where you do a request for  
 [ 6] proposals and then you can competitively  
 [ 7] negotiate the person who you feel has the best  
 [ 8] expertise because of those subjective criteria.

[ 9] That is not as true of the selection of  
 [10] contractors, because presumably, if you set  
 [11] certain thresholds that they must meet, such as  
 [12] their bonding capacity, their experience with  
 [13] similar projects, their proximity to the area  
 [14] where you're operating, that once you satisfy all  
 [15] those things, the only thing that ought to --  
 [16] since they're all bidding on the same project,  
 [17] the only thing that should apply is the dollars.

[18] So, we're mixing these two concepts in this.  
 [19] And I want to make sure that we're comfortable.  
 [20] And I'm happy to hear that others have done it.  
 [21] So, it sounds like someone has -- has blazed this  
 [22] trail. And I just want to make sure that -- that  
 [23] there is support for that and we're doing it  
 [24] correctly. So, I -- I offer that caveat.

[25] The second thing is I think that we can come

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[ 1] up with a mechanism whereby the intellectual  
 [ 2] property becomes ours, whether it's a part of the  
 [ 3] bid or not.

[ 4] Now, Mr. Wuellner's going to have to  
 [ 5] evaluate whether that becomes so onerous that  
 [ 6] people choose not to participate because they  
 [ 7] feel that they don't want to go to that whole  
 [ 8] exercise for somebody else to get the deal.

[ 9] And that's going to be a business decision  
 [10] probably more than a legal decision, because I  
 [11] think we can protect the Authority by drafting  
 [12] the RFP, or request for bids, accurately enough.  
 [13] We just need to make the business decision on how  
 [14] to encourage people to part with their design, if  
 [15] that's what we're going to do.

[16] MR. WATTS: Mr. Chairman?

[17] CHAIRMAN DAVIS: Mr. Watts?

[18] MR. WATTS: I'd like to ask Mr. Wuellner,  
 [19] when we -- when you present this to the board,  
 [20] the people that -- or the companies that make  
 [21] the -- will be making presentations, I mean, will  
 [22] these be fully illustrated demonstrations, I  
 [23] guess, of what exactly that their -- that their  
 [24] proposal for the towers are going to look like?

[25] MR. WUELLNER: I would suspect it would be



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[ 1] something along the line of what -- what you saw  
 [ 2] there for the intermodal, would be, you know, a  
 [ 3] single -- probably as little as a single sheet  
 [ 4] that gives some graphic representation of what  
 [ 5] they're thinking.

[ 6] What was -- there was a -- yeah, train's  
 [ 7] easily derailed, apparently. Oh, I would -- what  
 [ 8] I -- where I would not be comfortable, and I'm  
 [ 9] not even sure that it would be legal -- I would,  
 [10] of course, defer to George, but -- is I think you  
 [11] need to settle on what you intend to do as a  
 [12] procedure and make that a part of the  
 [13] solicitation.

[14] I -- I think you're on fairly scary ground,  
 [15] even if it is legal, to go out there and then  
 [16] develop the -- develop the process after you have  
 [17] requested the -- requested their input.

[18] I think at that point, you -- the only way I  
 [19] would say that's okay is if you did that without  
 [20] opening or in any way adulterating, if you will,  
 [21] the packages as they're submitted, so that the  
 [22] first time they're unveiled is after the  
 [23] procedure's outlined, which is effectively what  
 [24] we're trying to do now.

[25] But I think we're in better -- better stead

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[ 1] in getting participation if you tell them right  
 [ 2] up front how -- how the process goes. That's how  
 [ 3] we do consultant selection. That's generally how  
 [ 4] we do the contracting side of it.

[ 5] I just -- you -- you set it out. If they  
 [ 6] agree to that, they're agreeing to it by  
 [ 7] submitting, versus it's something, a moving  
 [ 8] target and when they get here, we'll decide how  
 [ 9] much it's worth. That scares me.

[10] CHAIRMAN DAVIS: Thank you. Mr. Lassiter?

[11] MR. LASSITER: Ed, why -- why can't we give  
 [12] these guys a guide? The City of St. Augustine  
 [13] says if you build on the -- in the historic, HP  
 [14] district, you'll use the second British  
 [15] period-type architect.

[16] Why do we have to put this thing out and let  
 [17] them design this building and then come in and  
 [18] say, "Well, we like that, but we don't like your  
 [19] money and -- but we'll pay you for that design?"  
 [20] Why isn't there a little -- can't we come up with  
 [21] something a little tighter than that that gets  
 [22] these guys out of the blocks, direction?

[23] MR. WUELLNER: Do you recall the language  
 [24] you guys were toying with? I don't know off the  
 [25] top of my head, but...

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[ 1] MR. PEARCE: I don't remember off the top of  
 [ 2] my head, but we did identify historic structures  
 [ 3] within the city that we appealed to the  
 [ 4] architects for. For example, the Fort, the  
 [ 5] lighthouse, the Flagler College, those items, we  
 [ 6] specifically identified and said that any theme  
 [ 7] would have to follow that.

[ 8] MR. LASSITER: Well, that's -- that's what  
 [ 9] I'm saying. Why don't we come up with a specific  
 [10] type and cut out this, "I'll pay you, but I don't  
 [11] want you," you know, that type of thing.

[12] MR. WUELLNER: I -- I think we're doing  
 [13] both. All we're saying is that whatever they  
 [14] come up with as a concept needs to meet this  
 [15] general definition here.

[16] MR. LASSITER: Let us screw down the concept  
 [17] to the point to where there's not enough wiggle  
 [18] room for them to go out this way and this way and  
 [19] the lighthouse and then the -- the Fort or  
 [20] whatever.

[21] I mean, first off, this thing is going to be  
 [22] you say a hundred feet in the air. So, I mean,  
 [23] you can't do a second British period when as high  
 [24] as they got was -- they were lucky to get it over  
 [25] 25 feet, you know.

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[ 1] But, obviously, I think that we can kind of  
 [ 2] dial in this -- the -- the idea of the selection  
 [ 3] of it and take away this layer of saying, you  
 [ 4] know, "I want this from you, but I don't want  
 [ 5] you." So --

[ 6] MR. WUELLNER: Well, we were trying to get  
 [ 7] the architectural influence, if you will, versus  
 [ 8] saying it's going to look like, you know, 19 --  
 [ 9] you know, a 1630 replica of this.

[10] You know, I mean, that -- I mean, that was  
 [11] not what we were trying to do, because clearly,  
 [12] it seemed to me when you dictate to that level,  
 [13] you already know what it's going to look like  
 [14] before you -- before you do it. And one thing we  
 [15] didn't want to stifle, and that was the input of  
 [16] an architect.

[17] It should be reminiscent of what goes on in  
 [18] St. Augustine versus being strictly a -- a  
 [19] duplicate of some specific period. Let them come  
 [20] up with the concept. So, that -- that's where we  
 [21] were with versus -- and we could have easily  
 [22] paid -- we could have easily paid an architect to  
 [23] come up with five concepts, we picked one and  
 [24] said, "This is what it's going to look like; good  
 [25] luck." That's another approach to it.

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[ 1] MR. ROSE: Well, I don't understand --

[ 2] CHAIRMAN DAVIS: Mr. Rose?

[ 3] MR. ROSE: -- exactly what we're doing. The

[ 4] reason I say that is, are we supposed to come up

[ 5] with the -- with the criteria for this RFP today,

[ 6] or do you just want to hear us talk about --

[ 7] MR. WUELLNER: All we were after is the

[ 8] relative weight -- if you're going to choose

[ 9] those three criteria, or come up with ten of your

[10] own, what the relative weight is, not

[11] necessarily --

[12] MR. ROSE: I mean, we've got to rely on you

[13] to put this package together.

[14] MR. WUELLNER: We'll put the guts together.

[15] I mean, that's not what we're after.

[16] What I need to know is if -- if you want to

[17] go with the three-legged stool as -- as kind of

[18] described, do you want them all weighted the same

[19] way, or do you want some other weighting?

[20] If you don't want to go with that method,

[21] fine; we only want to look at it based on

[22] architectural and make our selection based on

[23] professional qualifications only and negotiate a

[24] price, or do we only want to go with price and

[25] we'll just have to deal with whatever architect

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[ 1] we're teamed with? Those -- those are your

[ 2] choices. That's why you're a board.

[ 3] MR. WATTS: That's why we're paid the big

[ 4] bucks.

[ 5] MR. WUELLNER: The big bucks, that's right.

[ 6] CHAIRMAN DAVIS: Let me try to clarify

[ 7] something here. What you're saying is if -- I

[ 8] guess I can put it in third-grade English.

[ 9] What you're saying is that if I come up and

[10] I take Mr. Lassiter and Mr. Watts as my architect

[11] and my engineer, and I'm the contractor, you want

[12] to know how much weight to put on each one of

[13] their individual contributions, including mine,

[14] which would be the money part.

[15] MR. WUELLNER: Yes. In your -- in your

[16] selection of a -- of a team in this case, a

[17] design/build team -- which may or may not be the

[18] same firm. There are firms that do both.

[19] CHAIRMAN DAVIS: Okay. It's just that what

[20] you're saying is the weight, and if I'm not

[21] mistaken, what I -- what I heard and the same

[22] thing to me, was that it's a weighting problem

[23] where you put a certain amount of weight on each

[24] thing, each item, but what you are asking, is do

[25] we want to put one-half on money and divide the

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[ 1] other two between the -- the design and the

[ 2] contract?

[ 3] MR. WUELLNER: Correct. Exactly where do

[ 4] you want to put the importance?

[ 5] CHAIRMAN DAVIS: I think I got it,

[ 6] third-grade English.

[ 7] MR. TAYLOR: I wonder if it's truly

[ 8] necessary to determine those weights. If I

[ 9] looked at a proposal, I'm going to say, "I like

[10] this one best," period. It's all in my mind

[11] about how much was money and how much was

[12] engineering and how much was aesthetics. I'm not

[13] sure it would be easy to fill it out and list it.

[14] Do we have to go that far?

[15] MR. WUELLNER: Well, certainly, the benefit

[16] of selecting on a professional-services criteria

[17] is that you could literally take those

[18] submittals; you could short-list if you chose to,

[19] have those presentations basically be the

[20] concept, and then with a selected firm, you would

[21] negotiate a final as-built, as-constructed cost.

[22] That -- that is a tried-and-true method, and

[23] it certainly works. You don't know how much it

[24] costs until after you've gone through the rest of

[25] it, through that process. That's the downside,

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[ 1] if you will. The positive is you end up with all

[ 2] those controls leading up to it.

[ 3] The other method is to say, "All right; you

[ 4] know, we're interested only in how much it costs,

[ 5] the bottom line of it," in which case you put it

[ 6] out there, you're interested in who they're

[ 7] teamed with, that enters into your mind, but the

[ 8] reality is you've set up the process to be based

[ 9] on how much it costs.

[10] So, the low bidder, barring some huge

[11] disqualifying item, is -- is the firm you're

[12] working with. And it's up -- at that point,

[13] you're going to work with them to choose an

[14] aesthetic method that's acceptable to the airport

[15] and to build a constructed product for the amount

[16] of money.

[17] The danger there is you open yourself up to

[18] some form of a change order in the process

[19] because you've attached something in the

[20] aesthetics or design criteria that is -- that is

[21] outside of what they were solicited to bid on.

[22] CHAIRMAN DAVIS: Which causes cost overruns.

[23] MR. WUELLNER: Which can be. It doesn't

[24] have to be. It doesn't necessarily end up that

[25] way, but it's certainly got the door open for a

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[ 1] change order.  
 [ 2] MR. TAYLOR: Mr. Chairman?  
 [ 3] CHAIRMAN DAVIS: Mr. Taylor?  
 [ 4] MR. TAYLOR: We have sure talked a lot, but  
 [ 5] let me ask, see if this won't get us to an okay  
 [ 6] posture, that we seek proposals to include design  
 [ 7] concept, engineering, and price, and that we  
 [ 8] state that we do not -- we will not necessarily  
 [ 9] limit ourselves to price. We will also consider  
 [10] aesthetics and design. That's part one. And we  
 [11] will also reserve the right to negotiate further  
 [12] with any proposer to try to bring it as close as  
 [13] possible to what we would like to have.  
 [14] MR. WUELLNER: Is there any complication  
 [15] there?  
 [16] CHAIRMAN DAVIS: Mr. McClure? I always  
 [17] tend --  
 [18] MR. McCLURE: I think the only thing I'm  
 [19] cautious about on that -- and my reaction is go  
 [20] ahead and authorize what you want and then  
 [21] we'll -- if I've got some big anxiety, I'll tell  
 [22] Ed after taking a look at it further.  
 [23] I don't think there's any requirement, as  
 [24] you've indicated, that you place a specific  
 [25] weighting on any individual component.

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[ 1] A lot of proposals of this nature say that  
 [ 2] the Authority in making its selection are going  
 [ 3] to consider the following factors. And how you  
 [ 4] then choose to do that, whether everybody gets a  
 [ 5] ballot that says here are the three criteria,  
 [ 6] rank everybody one -- first, second, third,  
 [ 7] fourth, and whoever gets the lowest number wins;  
 [ 8] that's something that you can figure out later,  
 [ 9] how you choose to do that.  
 [10] So, I don't think you need to -- to  
 [11] necessarily tie yourself in in the RFP stage to  
 [12] what the weighting is going to be as long as  
 [13] whatever you do is consistently applied through  
 [14] every applicant.  
 [15] I think that when you say, "We're going to  
 [16] reserve the right to further negotiate," that's  
 [17] the only part, and that -- that I'll check on.  
 [18] But if you want to go ahead and indicate that, if  
 [19] I've got a problem, I'll let you know right away,  
 [20] like I say, it falls, because the design/build is  
 [21] between the line of a contractor with whom you  
 [22] don't really do that and a design professional  
 [23] with whom you often do negotiate on that fashion.  
 [24] So, half the answer is, no, you don't have  
 [25] to specify the percentages. The other half of

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[ 1] the answer, I don't know as I sit here.  
 [ 2] MR. WUELLNER: Well, I think you've got to  
 [ 3] specify which methodology you're going to  
 [ 4] evaluate the criteria. I don't -- necessarily  
 [ 5] percentage, I don't -- I tend to agree with you;  
 [ 6] you can probably leave that in a state of flux.  
 [ 7] But the problem I see is if you're going  
 [ 8] strictly out for bids and taking that contractor  
 [ 9] route to procurement, you know, it's basically --  
 [10] price is the single important item you're going  
 [11] through this. Whereas, the other way, taking a  
 [12] professional services-type approach, you are then  
 [13] negotiating a constructed price based on a design  
 [14] as -- as you move through the process.  
 [15] What I'm hearing is you probably want the  
 [16] professional-services approach to it based on  
 [17] those two, if you see where I'm going.  
 [18] MR. McCLURE: Yeah, I think I understand the  
 [19] difference. And when you say "methodology," I  
 [20] guess the difference that -- that we may be  
 [21] having is the degree of specificity of the  
 [22] methodology, how -- how carefully do you have to  
 [23] enunciate how their brains are going to work on  
 [24] making the decision (indicating)? What's your  
 [25] time frame on this?

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[ 1] MR. WUELLNER: Well, we're hoping to be out  
 [ 2] on the street, what, in two weeks?  
 [ 3] MR. PEARCE: Quicker than that, if you're  
 [ 4] planning on doing what you're talking about right  
 [ 5] now.  
 [ 6] CHAIRMAN DAVIS: Mr. Taylor?  
 [ 7] MR. TAYLOR: Let me ask George a question.  
 [ 8] My reason for including the right to continue to  
 [ 9] negotiate with a proposer is similar to what  
 [10] they've done with Kaiser, but it's not to try to  
 [11] push the price down.  
 [12] For example, he mentioned the red tower in a  
 [13] blue town. We might look at one and say, "We  
 [14] like that, except if you'll make this change, we  
 [15] think it would be okay." In other words, I'm  
 [16] looking for not an attempt to try to alter  
 [17] their -- to push them down in their price as much  
 [18] as I am that we might --  
 [19] MR. McCLURE: You'd like to pick which one  
 [20] you're going to -- you're heading with but then  
 [21] be able to refine the concept after you've made  
 [22] that selection.  
 [23] MR. TAYLOR: There you go. That's a better  
 [24] word.  
 [25] MR. PEARCE: Can I ask one question?

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[ 1] George, you may know the answer to this.  
[ 2] I have seen it where you ask for two  
[ 3] packages in the bid process, in the proposal  
[ 4] process. You ask for a qualifications package  
[ 5] and you rank -- you open all the qualification  
[ 6] packages, and you rank the firms. And you select  
[ 7] three as a short list. And then you open their  
[ 8] bids and you state in the qualifications as -- or  
[ 9] in the invitation to bid, what the maximum price  
[10] will be. And then you negotiate or discuss,  
[11] enter contract negotiations with the lowest-price  
[12] qualified firm.

[13] And you'd look at it based solely on the  
[14] qualifications, rank the three firms, and  
[15] their -- they become the three that you negotiate  
[16] with. And you look at the lowest bid that's  
[17] within the competitive range, which is the budget  
[18] maximum that you're going to put a cap on the  
[19] project. Is that something we could do here?

[20] MR. McCLURE: Do you anticipate that the --  
[21] that the design concept is a part of the  
[22] qualifications package? Do they give you their  
[23] qualifications and an iteration of what they  
[24] think it's going to look like, and then you  
[25] short-list the top three designs you like?

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[ 1] MR. PEARCE: Possibly.  
[ 2] MR. WUELLNER: Could eliminate the design  
[ 3] portion of it completely, the concept part of it.  
[ 4] MR. McCLURE: I hate saying this, but the  
[ 5] answer is I really don't know as I sit here and  
[ 6] may need to research that a little bit.

[ 7] Now, see, typically, if you were just  
[ 8] engaging an architect, I think that what you'd  
[ 9] wind up doing is saying come make us a  
[10] presentation, and what it's going to cost. Is it  
[11] a percentage of the construction cost? Is it an  
[12] hourly rate, or what is it going to be?

[13] And an architect might typically bring you  
[14] exemplars of work that they've done and say, you  
[15] know, "Here are the things we've done," and,  
[16] "Don't these look great?" And you can evaluate  
[17] somewhat their professional skill.

[18] And then you pick one and negotiate the deal  
[19] with them and then work interactively with them  
[20] about the concept that you finally like. And  
[21] that's the process that we're hoping to avoid  
[22] pitfalls with that.

[23] But it also makes it up front a little bit  
[24] harder, because if we're expecting -- we're  
[25] expecting them -- we're not expecting them to

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[ 1] give us a price that they're committing to for  
[ 2] the design/build of this specific project, or are  
[ 3] we?

[ 4] MR. PEARCE: Yes.

[ 5] MR. McCLURE: Do we want them to come in  
[ 6] saying --

[ 7] MR. PEARCE: I would say yes.

[ 8] MR. McCLURE: -- "Here's what it looks like,  
[ 9] and here's what it's going to cost, period."

[10] MR. PEARCE: I mean, I don't know that we  
[11] couldn't -- because it's still at the 30 percent  
[12] stage, or something less than that, I don't know  
[13] that we couldn't enter into or structure the  
[14] thing such that the design is an interactive  
[15] design process once you have selected the firm.

[16] I mean, we're at 30 percent. We know all  
[17] the internal workings. We know roughly how tall  
[18] the building's going to be, you know, where it's  
[19] going to be placed; we know where the utilities  
[20] are.

[21] MR. McCLURE: You're saying you're at 30  
[22] percent right now.

[23] MR. PEARCE: Correct. We've got a 30  
[24] percent design. They could give us pretty close  
[25] to their budget, and then we would maybe go to a

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[ 1] 45 percent once we select based on qualifications  
[ 2] and price. And the 45 percent would be their  
[ 3] architectural theme, if you will, on what's going  
[ 4] to be actually built. And --

[ 5] MR. McCLURE: That's -- that is a tough one.  
[ 6] The other thing is --

[ 7] MR. LASSITER: All in one -- in one shot.

[ 8] MR. McCLURE: Yeah. And, plus, the idea  
[ 9] that I'm going to do that -- and this is outside  
[10] the scope of my role here, but the idea that  
[11] you're going to find people who are going to  
[12] invest that much effort entirely speculatively to  
[13] design and price the project on their nickel.  
[14] And it's more than a nickel.

[15] CHAIRMAN DAVIS: I don't think you're going  
[16] to find anyone. You may find someone to do that,  
[17] but that's -- that's a little touchy. Mr. Rose?

[18] MR. WUELLNER: Keep in mind, it's -- you  
[19] know, it is like -- I mean, the value of the  
[20] project to whatever firm selected is probably in  
[21] the area of \$1.3 million. It's not, you know, a  
[22] hundred thousand dollar effort you're looking at  
[23] here.

[24] MR. LASSITER: Maybe it's then the  
[25] description that there's got to be wiggle room in

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[ 1] the aesthetics side of the design.

[ 2] You may have to write your specs to where

[ 3] they must allow a certain amount of modifications

[ 4] in the aesthetics of the tower, in their design,

[ 5] and agree to negotiate those or agree to change

[ 6] those inside the parameters they present.

[ 7] MR. McCLURE: There are other airport

[ 8] authorities that have done this on a design/build

[ 9] basis?

[10] MR. WATTS: You read my mind.

[11] MR. WUELLNER: Did they do towers?

[12] MR. COOPER: The two that we discussed --

[13] MR. McCLURE: The one that did it right and

[14] the one that did it wrong.

[15] MR. COOPER: The interesting thing about

[16] that was both of those were done by the same

[17] contractor. One was negotiated one way, and the

[18] other one was negotiated the other way.

[19] MR. McCLURE: So, the answer is it's not who

[20] it is; it's how you structure it.

[21] MR. COOPER: Right.

[22] CHAIRMAN DAVIS: Yes, sir.

[23] MR. DOTEN: Did the other ones that did this

[24] have the same kind of aesthetic requirements? Is

[25] that -- that sets this a little bit apart.

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[ 1] That's a whole new ball game.

[ 2] MR. WUELLNER: I'm not aware -- I don't

[ 3] recall an actual aesthetic requirement in there.

[ 4] One -- I think one was based on contractor

[ 5] method, if you will, and the other was based on

[ 6] professional-services approach to award.

[ 7] MR. DOTEN: Well, that's typical of

[ 8] design/build. This is a -- you're asking them to

[ 9] come up with -- and I think that's one of the

[10] concerns expressed, you're asking anyone that's

[11] going to bid on this to make an enormous

[12] investment just to put their foot in the door.

[13] That -- that would be a concern.

[14] MR. McCLURE: So, for example, if you were

[15] saying, "I need a 40,000 square foot corrugated

[16] hangar, 55 feet tall," whatever, then everybody

[17] could say, "Well, I can do the engineering and

[18] design and construction." And it is --

[19] MR. DOTEN: That's a typical design/build

[20] kind of project.

[21] MR. WATTS: Mr. Chairman --

[22] CHAIRMAN DAVIS: Mr. Watts?

[23] MR. WATTS: -- it's unknown -- one of these

[24] things, Mr. Wuellner, where I guess you could

[25] slap some stucco on it and put a red tile roof on

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[ 1] it and it'd be aesthetic for St. Augustine.

[ 2] I guess just like Mr. Rose was saying, you

[ 3] know, as far as some type of guideline to go by.

[ 4] Just -- I mean when I talk about aesthetics, I'm

[ 5] not talking about just cosmetic.

[ 6] MR. WUELLNER: I guess the other -- the

[ 7] other approach would be to leave aesthetics out

[ 8] of the selection process, which -- which

[ 9] certainly would be acceptable, make the selection

[10] based on professional services so that you have

[11] firms that represent a fairly good diverse

[12] architectural style out there, and allow -- you

[13] know, do the selection based on those

[14] qualifications, negotiate a price for it.

[15] You'll have input throughout. I mean, the

[16] proviso's in there even now to have input in

[17] design concept. So there's no reason at that

[18] point -- several possibilities for what it would

[19] look like aesthetically could be brought back to

[20] the board and select A, B, or C, and we're on the

[21] road. They're at full-blown design. You already

[22] know what it's going to cost for the most part,

[23] and we're on our way.

[24] MR. LASSITER: I think that you need to up

[25] front tell them that we're looking for something

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[ 1] aesthetically suitable, and that's your warning.

[ 2] That's the out-front RFP warning. You know,

[ 3] we're looking for something aesthetically --

[ 4] MR. WUELLNER: We just didn't know whether

[ 5] you wanted to place that as a -- require some

[ 6] concept as a part of that -- that RFP so that you

[ 7] have, all right, you know, some ownership of that

[ 8] from the beginning.

[ 9] MR. ROSE: Mr. Chairman?

[10] MR. WUELLNER: That's certainly not a

[11] requirement.

[12] CHAIRMAN DAVIS: Just a minute, Mr. Rose.

[13] MR. ROSE: Okay.

[14] CHAIRMAN DAVIS: Mr. Ciriello?

[15] MR. CIRIELLO: If I'm hearing you people

[16] correct -- of course, you already know I think

[17] that a control tower for \$1.2 million is more

[18] than it's worth, that you don't really need it.

[19] But anyhow, I understand you people bouncing

[20] around aesthetics here. You're trying to think

[21] of getting this thing to look something similar

[22] to the historic period of the 1500s when St.

[23] Augustine was invented? Is that what you're

[24] talking about when you're talking aesthetics?

[25] CHAIRMAN DAVIS: No, Mr. Rose -- Mr.

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[ 1] Ciriello.  
 [ 2] What we are saying is we don't want to put a  
 [ 3] red tower in a blue town, which means that we are  
 [ 4] trying our best to keep it within the area to  
 [ 5] look like St. Augustine and it belongs here.

[ 6] It's bad enough to have a tower up there 100  
 [ 7] feet sticking up, when you've got a sore thumb  
 [ 8] sticking up that high, then -- that no one likes.  
 [ 9] This is not what we're saying. We're trying to  
 [10] make it to blend in with what we have, rather  
 [11] than stick out.

[12] MR. CIRIELLO: Okay. I see what you're  
 [13] saying. But the terminal out there isn't  
 [14] historic period. All your hangars -- that  
 [15] terminal is a nice-looking building; don't get me  
 [16] wrong. But all these T-hangars and things you  
 [17] have out there are just plain hangars. And  
 [18] there's nothing aesthetic or fitting in with the  
 [19] period of St. Augustine at all. I don't know why  
 [20] you're so hung up on this control tower.

[21] MR. WATTS: Yeah, but they're not a hundred  
 [22] feet in the area, either, Mr. Ciriello.

[23] MR. CIRIELLO: Well, you can see them  
 [24] driving by; not as easy, but still, I think your  
 [25] main concern for a control tower is its function,

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[ 1] is -- of course, down here you've got to concern  
 [ 2] yourself with hurricanes, where up north you  
 [ 3] don't. But the functioning of it is the most  
 [ 4] concern I think you need -- not how it's going to  
 [ 5] look.

[ 6] And there are a lot of control towers that  
 [ 7] are freestanding in this country, if you go to  
 [ 8] airports, that they're not ugly at all. I've  
 [ 9] never been to an airport yet that I flew into  
 [10] that I saw a control tower there that was  
 [11] freestanding that looked ugly to me. Except the  
 [12] one at Sanford, that one that was on three-legged  
 [13] poles. But they got rid of that thing. But at  
 [14] one time, this board -- not you guys -- was  
 [15] considering trying to buy it when they was going  
 [16] to build a new one.

[17] But I think the looks of this thing, you  
 [18] ought to back off that a little bit and worry  
 [19] more about its function and then the cost of  
 [20] building it.

[21] And a freestanding control tower can be made  
 [22] to look very good. And like Mr. Watts said -- or  
 [23] Mr. Lassiter, one -- just put a tile roof on it  
 [24] and you've got it.

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

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[ 1] Mr. Rose?

[ 2] MR. ROSE: Is the firm that we hire to do  
 [ 3] this work going to work for our -- under our  
 [ 4] consulting engineer?

[ 5] MR. WUELLNER: They're going to assist us in  
 [ 6] the review of the plans and -- you know, the  
 [ 7] plans and engineering that are developed as part  
 [ 8] of the project.

[ 9] MR. ROSE: But the contract will be with us?

[10] MR. WUELLNER: Exactly.

[11] MR. ROSE: And we will supervise.

[12] MR. WUELLNER: Correct.

[13] MR. ROSE: Why don't we let an initial  
 [14] contract, select our -- select our firm based on  
 [15] their -- on a review of their qualifications,  
 [16] select the firm and have phase one be the initial  
 [17] design of the tower. We approve that and then  
 [18] they go ahead and flesh it out and finish the  
 [19] job.

[20] MR. WUELLNER: Bring you back what it's  
 [21] going to cost and have you concur in that?

[22] MR. ROSE: Yeah, we'll have -- that's right.  
 [23] We'll have to negotiate a price with them.  
 [24] They're going to give us a price for the phase  
 [25] one. We can't even talk about phase two. We'll

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[ 1] see what we're going to do in phase two.

[ 2] MR. WUELLNER: Well, you -- you can't do  
 [ 3] that first phase both ways. You're either going  
 [ 4] to -- you've got to select the professional  
 [ 5] services.

[ 6] MR. ROSE: That's what I'm saying, select  
 [ 7] the professional --

[ 8] MR. WUELLNER: But we're not talking about  
 [ 9] money at that point. I just want to make sure  
 [10] we're clear on that, because we can't -- we can't  
 [11] move through that part of a phase with money,  
 [12] take that methodology.

[13] MR. ROSE: We're going to pick a firm that  
 [14] we would like to have do the design and the  
 [15] construction --

[16] MR. WUELLNER: Exactly.

[17] MR. ROSE: -- and we're going to say phase  
 [18] one is to do enough of the design so we see what  
 [19] the elevation of this structure's going to look  
 [20] like.

[21] We approve that or we make adjustments in  
 [22] it; then we can negotiate the price. And our  
 [23] engineering firm can help us -- help us with that  
 [24] issue, and we'll come up with a contract then to  
 [25] finish the job.

[ 1] MR. WUELLNER: Do you see any complications  
 [ 2] with that?  
 [ 3] MR. PEARCE: (Shakes head.)  
 [ 4] CHAIRMAN DAVIS: Any other comment,  
 [ 5] gentlemen?  
 [ 6] MR. ROSE: I have none.  
 [ 7] CHAIRMAN DAVIS: Okay. Ed?  
 [ 8] (No comments.)  
 [ 9] CHAIRMAN DAVIS: If nothing else,  
 [10] gentlemen -- Mr. Rose, anything to bring?  
 [11] 6.B. - MR. ROSE  
 [12] MR. ROSE: No, sir, nothing.  
 [13] CHAIRMAN DAVIS: Mr. Taylor?  
 [14] 6.C. - MR. TAYLOR  
 [15] MR. TAYLOR: No, sir. Thank you.  
 [16] CHAIRMAN DAVIS: Mr. Lassiter?  
 [17] 6.D. - MR. LASSITER  
 [18] MR. LASSITER: No, sir.  
 [19] CHAIRMAN DAVIS: Mr. Watts?  
 [20] 6.E. - MR. WATTS  
 [21] MR. WATTS: No, sir.  
 [22] 6.A. - CHAIRMAN DAVIS  
 [23] CHAIRMAN DAVIS: And I have none. Any  
 [24] public comment on any subject other than what  
 [25] we've discussed?

[ 1] PUBLIC COMMENT  
 [ 2] MEL HARVEY: Yes, gentlemen. My name is Mel  
 [ 3] Harvey, 417 Indian Bend Road. This is not about  
 [ 4] the airport. This is about the community, about  
 [ 5] the neighborhood.  
 [ 6] You're concerned about what a tower's going  
 [ 7] to look like. Well, I'm getting concerned on  
 [ 8] what our neighborhood looks like. The property  
 [ 9] the airport owns, I think it's 390 Araquay  
 [10] Avenue, I believe the tenants has moved out.  
 [11] Just drive by there and tell me if you would like  
 [12] to look and see the -- look out your front door  
 [13] and see that every morning.  
 [14] What would be the legality of having that  
 [15] mess cleaned up? He went off and left a boat  
 [16] trailer, an old dryer that's been sitting there  
 [17] for about four months, kid's wagon, a kid's  
 [18] slide. No telling what all else is there. An  
 [19] old grill with a top open.  
 [20] I don't think any of you would like that.  
 [21] And you want to be good neighbors? I think if  
 [22] you do, you'll have that cleaned up in the next  
 [23] few days. Thank you.  
 [24] CHAIRMAN DAVIS: Thank you, Mr. Harvey.  
 [25] Mr. Wuellner, is there some way we can get this

[ 1] straightened out?  
 [ 2] MR. WUELLNER: Yeah, we'll take care of it.  
 [ 3] CHAIRMAN DAVIS: Thank you. Mr. Harvey, it  
 [ 4] will be taken care of.  
 [ 5] MEL HARVEY: Thank you.  
 [ 6] CHAIRMAN DAVIS: Yes, ma'am?  
 [ 7] SHIRLEY HARVEY: I'm not as tall as he is.  
 [ 8] Hi. I'm Shirley Harvey again. I didn't know if  
 [ 9] I could say anything while you were talking about  
 [10] the tower or not. That tower is going to be at  
 [11] the end of Estrella, right, where Estrella comes  
 [12] into Indian Bend, right in that area?  
 [13] MR. WUELLNER: It's actually a little bit --  
 [14] it's west of that. It's just past the last  
 [15] hangar that's developed there.  
 [16] SHIRLEY HARVEY: Okay. Because you know  
 [17] that's a half a mile from U.S. 1. Okay. Now,  
 [18] I'm looking at your new proposed airport across  
 [19] U.S. 1. When that's completed, is there going to  
 [20] have to be another tower built over there for  
 [21] \$1.2 million?  
 [22] MR. WUELLNER: Not necessarily, no.  
 [23] SHIRLEY HARVEY: You mean they can see a  
 [24] mile in the distance?  
 [25] MR. WUELLNER: They're already looking a

[ 1] mile and a quarter up to the other end of 13/31.  
 [ 2] SHIRLEY HARVEY: Okay. And another thing,  
 [ 3] these are -- I have a lot of thoughts going  
 [ 4] through my head. I don't know anything about  
 [ 5] building an airport. I don't know anything about  
 [ 6] managing an airport. I thought the reason in  
 [ 7] Jacksonville that they moved Imeson Airport,  
 [ 8] because they didn't have enough land to expand.  
 [ 9] You've run into the same thing here. You  
 [10] just don't know it. You can't go into the  
 [11] Intracoastal Waterway. If you go much farther  
 [12] south, you're going to be interfering with the  
 [13] county government. You go west, like you propose  
 [14] there, you're going into more marshlands.  
 [15] And like I said, I don't know anything about  
 [16] building airports, but it looks to me you're  
 [17] planning to spend something like close to \$260  
 [18] million in the next 20 years on this airport for  
 [19] land acquisition, for runways, hangars, I don't  
 [20] know what else.  
 [21] Plus, if you'll figure inflation -- why  
 [22] can't you take -- plus you're going to go across  
 [23] the highway and build another \$50 million worth.  
 [24] Why can't you take \$300 million and go out here  
 [25] west of I-95 and buy land enough to build the

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[ 1] airport that you want?  
[ 2] I know it's probably too late for my home.  
[ 3] We've been here 37 years. Three of you are going  
[ 4] to have to vote to condemn our property. And I  
[ 5] wonder which three of you, or maybe the new  
[ 6] members, are going to have that unhappy job.

[ 7] Mr. Wuellner, his name won't be on the  
[ 8] papers, because he is not an airport member. But  
[ 9] it's -- I just wanted to put this out in your  
[10] minds. I don't know if any of you have ever even  
[11] thought of this before, of building west of I-95  
[12] where you've got plenty of land, you can get an  
[13] airport as big as you want. Thank you.

[14] CHAIRMAN DAVIS: Thank you, Ms. Harvey.  
[15] Anyone else? Gentlemen, any other comment?

[16] (No further comments.)

[17] CHAIRMAN DAVIS: If not, our public -- first  
[18] public hearing, budget hearing, will be on  
[19] Monday, September 11th at 5:01. Our next regular  
[20] board meeting along with the second public  
[21] hearing on the budget will be September the 25th,  
[22] at 4 o'clock for the regular meeting, and the  
[23] budget hearing commencing at 5:01.

[24] If we have not finished our regular agenda  
[25] by the 5:01 hearing, we will just continue it,

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[ 1] and then after the budget hearing, we will  
[ 2] reconvene our regular meeting.

[ 3] Anything else, gentlemen? Mr. Bryant?

[ 4] COMMISSIONER BRYANT: No, sir.

[ 5] CHAIRMAN DAVIS: Anything else,

[ 6] Mr. Wuellner?

[ 7] MR. WUELLNER: No, sir.

[ 8] CHAIRMAN DAVIS: Then this meeting is  
[ 9] adjourned.

[10] (Whereupon, the meeting adjourned at 5:34 p.m.)

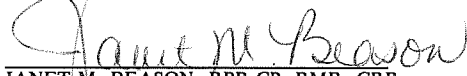
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[ 1] REPORTER'S CERTIFICATE

[ 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 1st day of September, 2000.

[12]   
[13] JANET M. BEASON, RPR-CP, RMR, CRR  
[14] Notary Public - State of Florida  
[15] My Commission No.: CC 705710  
[16] Expires: April 30, 2002

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Airport Authority - August 21, 2000

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