

Regular Meeting Agenda

October 10, 2022

Call to Order – 4:00pm

- **Call to Order**
- **Pledge of Allegiance**
- **Meeting Minutes**
- **Financial Report-** September & October @ November's Meeting
- **Agenda Approval**
- **Staff Report**
- **Business Partner Updates**
- **Old Business Items**
- **New Business Items**
 - Strategic/Business Plan Schedule Update
 - Administrative Policy - Meeting Room Use
- **Public Comment – General**
- **Member Comments and Reports**
- **Adjournment**



Northeast Florida Regional Airport

Fly Smart!

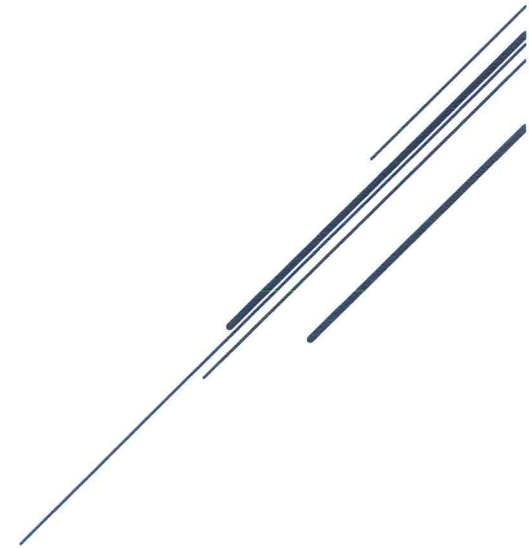
Staff Reports – Items of Interest & Update of Projects

Terminal Entrance Road –

- Phase II – Bid Opening 9/22 – Currently being Evaluated, Recommendation at November Meeting

FAA Annual FAR Part 139 Inspection – November

Hurricane/Tropical Storm (Ian) Update –

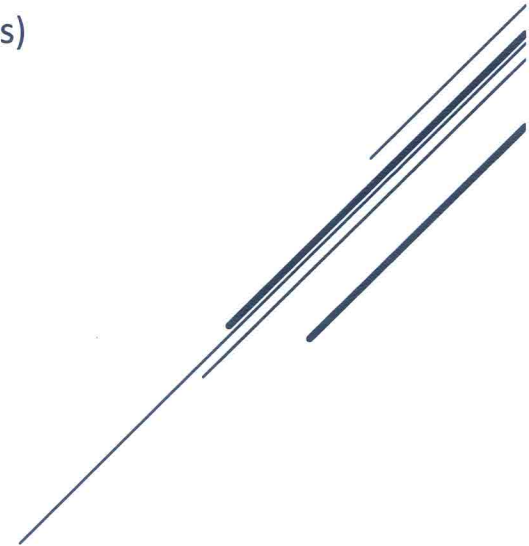


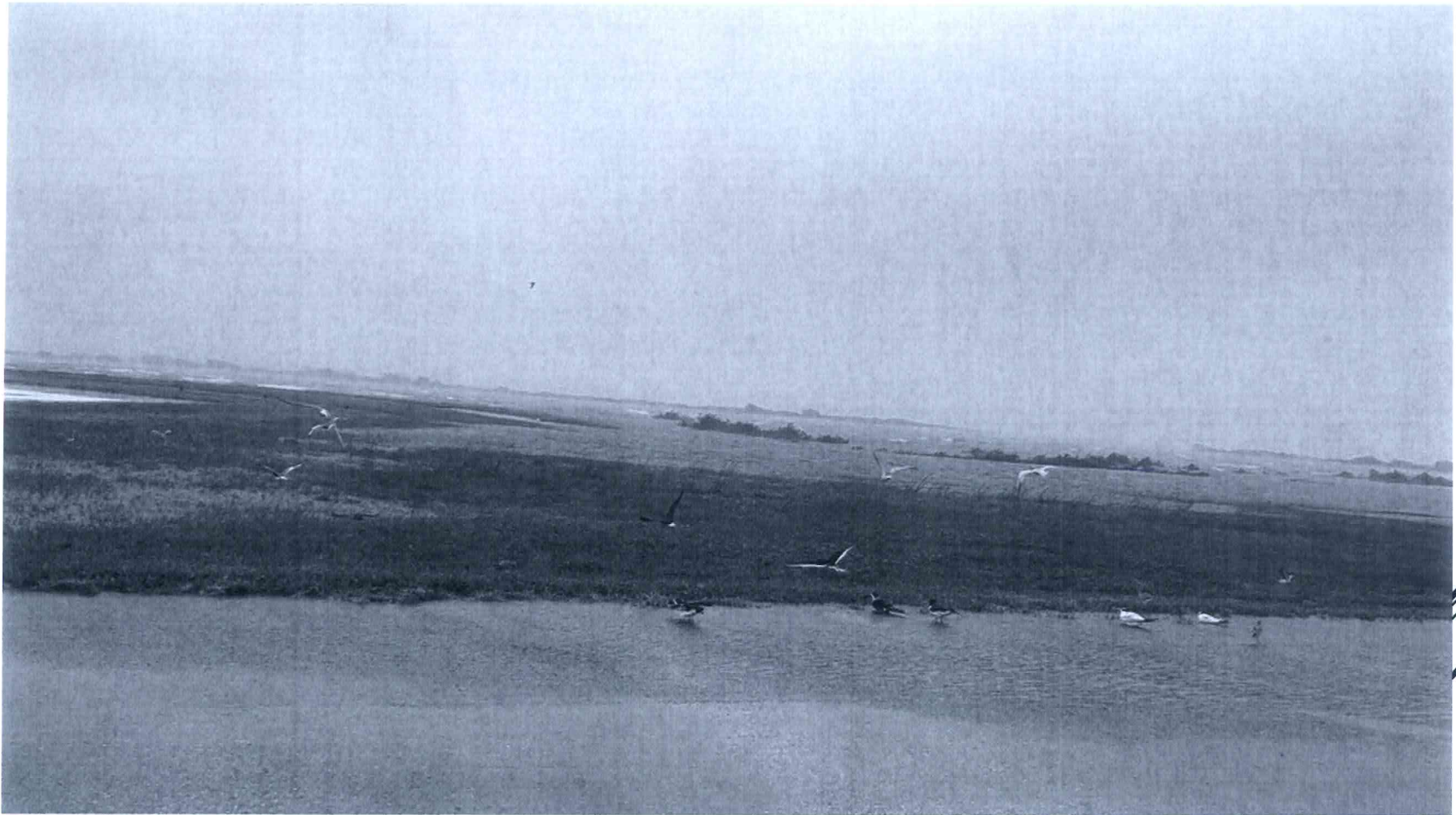
Meeting Details

Staff Reports – Items of Interest & Update of Projects

Hurricane/Tropical Storm (Ian) Update –

- **Facility Closed to All But EMERGENCY Use –**
 - Wednesday, Noon through Friday, 4:30pm (52.5 hours)
- **Power to South GA Area OUT – Restored Friday, 3:00pm (30 hours)**
- **Fully Reopened FRIDAY at 4:30pm**





SOUTH TAXIWAY "B" & RUNWAY 31 AREA
(11:30AM - THURSDAY)

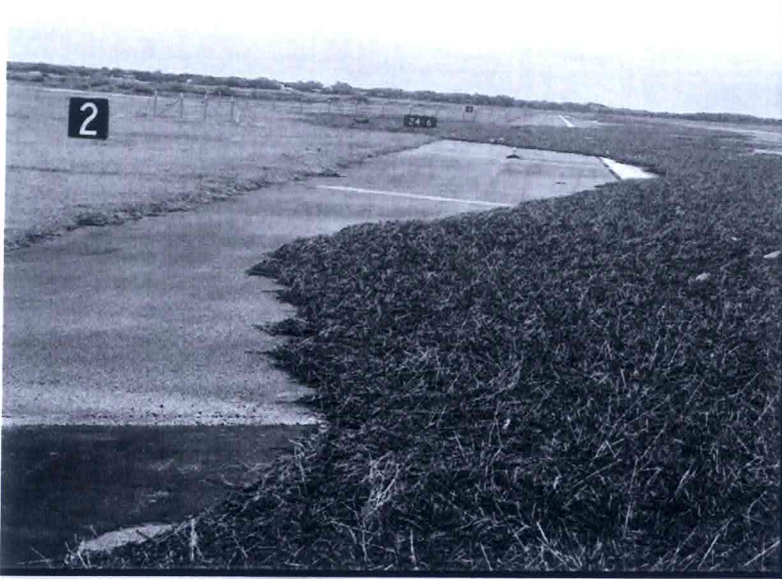


SOUTH TAXIWAY "B" & RUNWAY 31 AREA
(NOON – THURSDAY)



SEAPLANE RAMP

(NOON – THURSDAY)



VARIOUS
(NOON – THURSDAY)



VARIOUS
(11:30AM – THURSDAY)

Staff Reports – Operations

September

Air Traffic Volume -

	2022	<u>(2021)</u>
○ <i>Month:</i>	7,958	(9,127)
○ <i>YTD:</i>	92,323	(89,259)

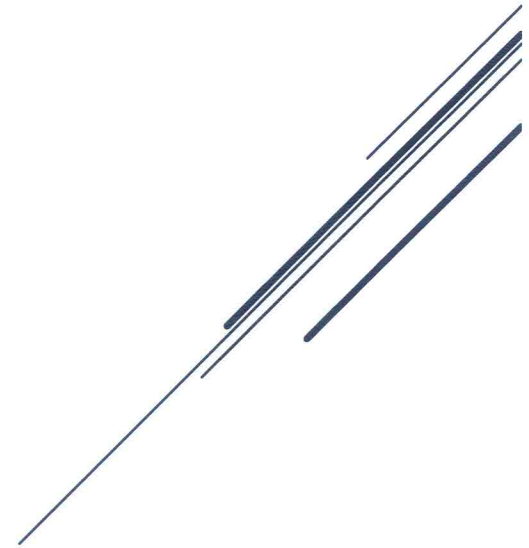
Fuel Volumes — Gallons

FBO -	2022	<u>(2021)</u>
Jet A -		
▪ <i>Month:</i>	134,318	(118,008)
▪ <i>YTD:</i>	1,473,587	(1,207,138)
100LL -		
▪ <i>Month:</i>	7,866	(8,092)
▪ <i>YTD:</i>	71,830	(80,477)
Self Serve - 100LL		
▪ <i>Month:</i>	12,666	(15,372)
▪ <i>YTD:</i>	129,206	(142,997)

Meeting Details

BUSINESS PARTNER UPDATES –

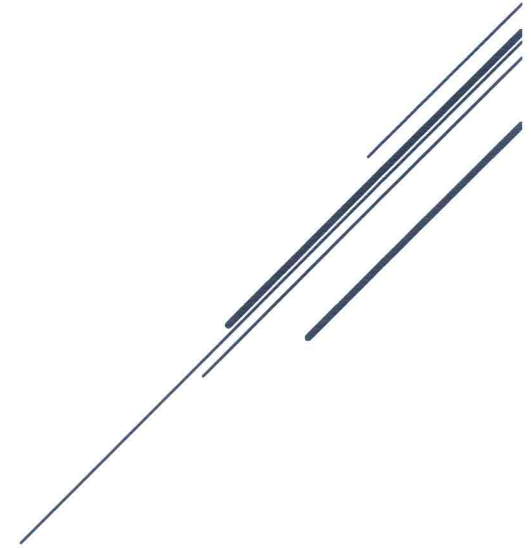
- Mr. Henry Dean, St. Johns County Commissioner
- Mr. Vinny Beyers, Atlantic Aviation
- Mr. Jose Riera / Mr. Jaime Topp, SAAPA Liaison
- Mr. Nate McKendrick , NGC
- Mr. Doug Burnett, Airport Attorney



OLD BUSINESS ITEMS –

Strategic Business Plan – Schedule

- Workshop
- Working Group Input Event



Meeting Details

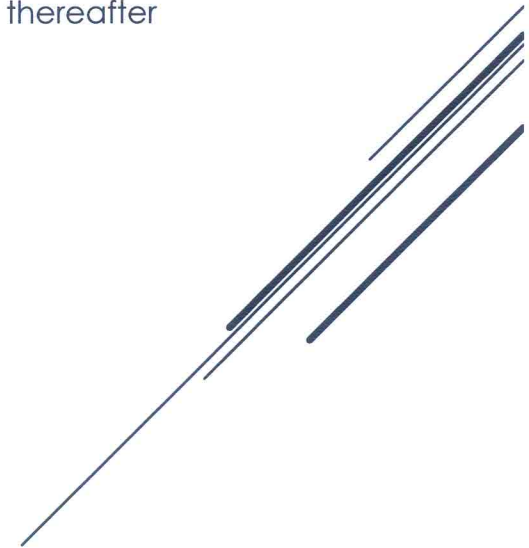
BUSINESS ITEM – ADMINISTRATIVE POLICY

Article VIII - *“Meeting Room Use”*



OVERVIEW -

- **75 Persons Max**
- **Current Use Fee - \$75.00 per event** (first 3-hours) **\$35/hr** thereafter



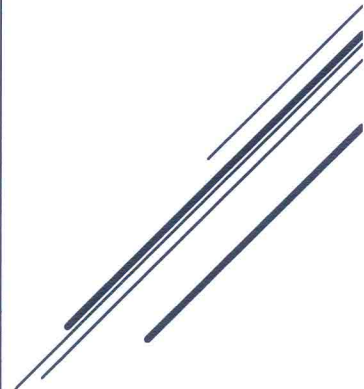
BUSINESS ITEM – ADMINISTRATIVE POLICY

Article VIII - *“Meeting Room Use”*

Monthly Conference Center Use

(Typical pre-COVID-19)

User	# of Events	Hours per Event	Monthly Hours	Revenue
Airport Authority or Staff	5	2	10	\$0
Airport Tenants - various	6	2	12	\$0
CDD's - 6 Entities (governmental)	6	2	12	\$0
HOA - 3 Entities	3	2	6	\$225
Civic Roundtable	1	2	2	\$0
Coast Guard - Boater Education, Auxil	3	6	18	\$0
School District - Various	1	6	6	\$0
Private Events - Weddings, Showers, e	1	4	4	\$110
Public Events - Assemblies, etc.	1	2	2	\$75
			====	====
Total			72	\$410



Meeting Details

BUSINESS ITEM – ADMINISTRATIVE POLICY

Article VIII - "Meeting Room Use"

Conference Center - Operating \$

(Typical pre-COVID-19)

User	Conference Center - Operating \$			
	# of Events	Hours per Event	Monthly Hours	Hourly Rate @ \$20
Room Set-up	13	1	13	\$260
Room Tear-down	13	1	13	\$260
Cleaning	27	1.5	40.5	\$810
			====	====
Total			66.5	\$1,330

Additional Expense - Tablecloths/Trash Bags/Bathroom Supplies

Meeting Details

BUSINESS ITEM – ADMINISTRATIVE POLICY Article VIII - *“Meeting Room Use”*

Items for Discussion –

- Room Use Fee
- Equipment Use/Fees
- Food & Beverage
- Insurance
- Scheduling & Priority
- Other



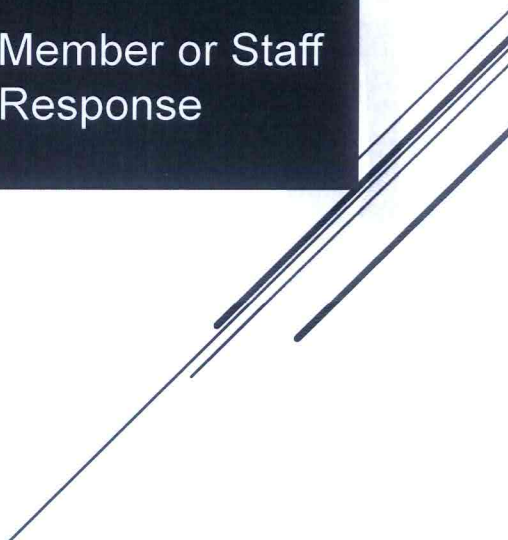
Board Discussion
Public Comment
Direction to Staff

Public Comments

General

- Three (3) Minutes per Speaker
- Address Matters that Reasonably May Need Attention of the Authority

RULES OF DECORUM

- May Not Disrupt the Meeting with Personal, Impertinent or Slanderous Remarks or Boisterous Behavior
 - Please Address the Authority as a Whole, Not Any Individual Member or Staff
 - Please Refrain From Making any Demand for an Immediate Response From the Authority
- 

Authority Members

Comments and Reports

Ms. Reba Ludlow

- Aerospace Academy
- TPO
- Safety Review Committee Report

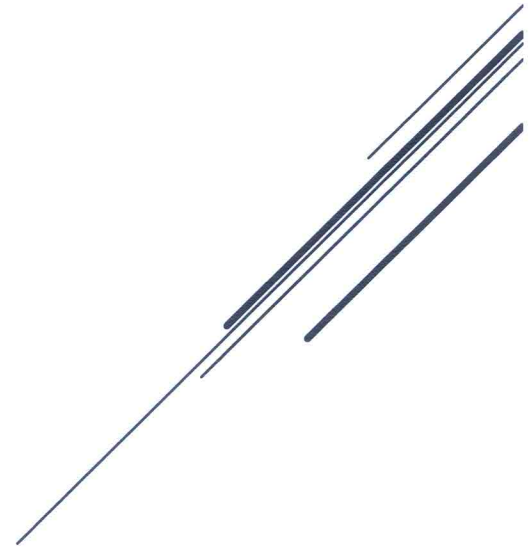
Mr. Robert Olson

Ms. Suzanne Green

- EDC

Mr. Justin Mirgeaux

Mr. Bruce Maguire



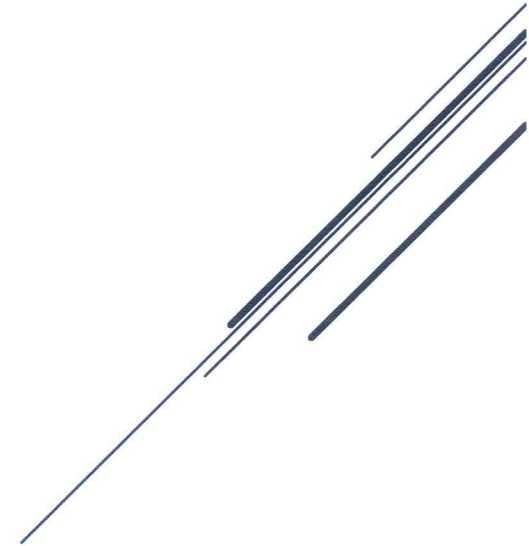
PROPOSED MEETING DATES

Regular Meetings –

- November 14th
- December 12th
- January 9th
- February 13th

**All Meetings Begin at 4pm Except as Otherwise Noted*

ADJOURNMENT



Article VIII. Meeting Room Use

Section 1.106 Purpose - The purpose of this Article is to communicate the terms and conditions ascribed by the St. Augustine - St. Johns County Airport Authority (Authority) pertaining to a uniform operating procedure associated with use of Airport Meeting Rooms (AMR) by individuals and groups.

Section 1.107 Scope - This Article is intended to express the Authority position as it applies to the reservation, accommodation and use of all airport owned meeting rooms. Unless specifically provided herein, all non-Authority users and uses are subject to this section.

Section 1.108 Meeting Rooms Available for Use -

(a) Conference Center Building (4730 Casa Cola Way) -

<i>Suite 109 - 1st floor:</i>	<i>Room "C"</i>	<i>up to 15 person capacity</i>
<i>Suite 210 - 2nd floor</i>	<i>Room "A" – 28' x 46'</i>	<i>occupancy not to Exceed 85 persons</i>
<i>Suite 214 - 2nd floor:</i>	<i>Room "B" – 35' x 46'</i>	<i>occupancy not to Exceed 100 persons</i>
<i>Combined "A" & "B" – 63' x 46'</i>		<i>occupancy not to Exceed 185 persons</i>

Section 1.109 Prioritization of Users - The use of meeting rooms is herein established in the order identified below. However, once meeting confirmation is made and acknowledged by Airport Staff, said event is considered binding and may not be revoked without cause or voluntary withdrawal by the meeting organizer. It is clearly understood that Authority Use shall take precedence over all other users, regardless of confirmation of facility. Staff shall make every effort to avoid the necessity of previously confirmed meetings to avoid conflict when possible.

Section 1.110 **Order of Priority -**

- (a) Official Airport Business - All types of Authority and Staff Uses.
- (b) Outside Governmental Uses - Uses by Local, State or Federal government agencies.
- (c) Aviation Groups - Not-for-profit organizations or groups whose primary purpose is related to aviation
- (d) Private Meeting Groups/Banquets/Receptions - Individuals or groups for private events or functions.

Section 1.111 **Reservation Process** - Requests for use of the AMR should be directed to the Airport Administration Office at 904-209-0090 and/or by completing the Reservation Request Form.

- (a) All proposed users are encouraged to submit requests as far in advance as possible to assure room availability. The Reservation Request Form must be signed by an authorized representative of the group, who shall attend the meeting and be responsible for the conduct of the meeting and for any damages to facilities.
- (b) Each request will be reviewed and the contact person will receive confirmation either by fax, email or by U.S. Mail. The meeting room will not be considered scheduled until confirmation is sent.
- (c) The AMR may not be reserved for use by groups or individuals that have abused or otherwise damaged the facility on prior uses, who are delinquent in any financial matter with the Airport, or have been identified as in violation of any regulations set forth under this section.
- (d) Other than Authority uses, a maximum of one scheduled meeting per month for not more than 12 months in advance may be confirmed by any one user. Accommodation of additional meetings will be at the sole discretion of the Authority and is subject to "space available" limitations.

Section 1.112 Reservation Cancellation - When necessary, confirmed meeting room users are encouraged to cancel reservations as far in advance as possible to facilitate other uses.

The Airport Authority reserves the right to cancel reservations for meeting rooms if the space is needed for Official Airport Business. Whenever possible, a minimum of twenty-four (24) notice will be given.

Section 1.113 Regulations - Groups and/or individuals desiring to use the AMR must abide by the following regulations.

- (a) All advertisements, announcements, press releases, flyers, etc. relating to meetings must clearly state the meeting is not sponsored by the Authority, its Staff or the Airport.
- (b) Neither the name nor the address of the Airport or Authority may be used as an official address or headquarters of any organization. No mail or shipments of materials will be accepted for organizations or individuals without prior arrangement. In addition, the St. Augustine – St. Johns County Airport Authority’s phone number shall not be used by any groups in meeting announcements.
- (c) The Authority requires that all groups hosting events will uphold high ethical standards without regard to race, color, religion, sex, age national origin or disability.
- (d) Neither the Authority nor its Staff shall assume responsibility for the property of individual(s), groups or organizations. At the end of each meeting, all property belonging to an organization, group and/or individual must be removed from the facility. No storage space is available.
- (e) Special equipment such as laptops, projectors, screens, supplies, and/or rental equipment used is the sole responsibility of the group or individual. A limited supply of audio/visual equipment may be available for rental or use from the Authority. Proposed use of Authority-owned equipment shall require prior arrangements be made, as well as, agreement to any associated fees.
- (f) Public Internet Access is normally available through the Authority’s wireless network. Instructions for using the network are available at the Administration office.
- (g) Other than private meeting groups using the AMR, all other priority use groups are not permitted to charge a registration or admission fee. Such groups may not as a condition of admittance require the purchase of any item or service. Membership dues and voluntary incidental donations (such as coffee money or the recovery of photocopy costs) may however be collected.

- (h) Groups shall not exceed the legal posted capacity of the AMR. It is the group's responsibility to monitor compliance with these regulations and to deny admittance to the room to people who would cause the group to exceed the posted capacity.
- (i) A group composed of minors (less than eighteen years of age) must have an adult chaperone attend the meeting at all times. A maximum ratio of 10 minors to one adult must be maintained at all times.
- (j) Groups or individuals may not tape, tack or fasten anything to the walls, ceiling or floor/carpet of the AMR. Exception is made for the attachment of items in rooms properly equipped with permanently mounted surfaces for said use. Any materials left affixed to any surface will be disposed of by the Authority and may subject user to a cleanup fee.
- (k) Any special table or seating arrangements shall be coordinated with the Authority Administration Office at the time of application. A fee may be assessed if a meeting room is not returned to its original condition immediately following a scheduled event.
- (l) In most cases, users may arrange the use of Authority-owned audio/visual equipment. However no one shall operate equipment unless they are properly trained. This may require that a member of the group make an appointment with the Airport Authority's Administration office prior to the meeting to receive training. Use of Authority-owned equipment requires that users agree to any associated financial risk resulting from abuse, damage or breakage.
- (m) Use of Authority telephone must be arranged in advance. Private phone calls or long distance calls may not be made on Airport Authority's telephones without prior approval.
- (n) Please be considerate of others as to not disturb other meetings in progress, cell phone calls must be kept to a minimum in public areas.
- (o) The Authority reserves the right to limit or prohibit any use of the AMR that it determines may represent a threat to the health or safety of others or to the orderly use of the facility.
- (p) Beverages and foodservice may be permitted if prior approval is obtained. The user assumes all liability for damage and/or cleanup related to such approved use.
- (q) Smoking is prohibited in any airport building. Smoking is discouraged on all campus areas of the Airport. Outdoor smokers are responsible for all related material disposal in approved containers.

- (r) For and in consideration of the use of the AMR, the individual or group using the AMR hereby agrees to indemnify and hold harmless the Authority and Staff from any and all actions or suits relating to its use of such rooms and facilities. Further, the user agrees to reimburse the Authority for any and all costs for repair of any and all damage as may be caused directly or indirectly to the room, facilities or equipment by such use thereof. Refusal by any user to pay for the damage will result in referral to the Airport Authority Attorney for collection and/or legal action and will result in the loss of future use privileges.
- (s) Meeting Rooms are assigned according to the estimated number of attendees. The Authority reserves the right to move functions to other meeting rooms with prior notification.

Section 1.114 Insurance Requirements - All non-governmental users of Airport Meeting Rooms who desire to serve alcoholic beverages of any type are required to have general liability insurance covering the scope of the event. A minimum aggregate coverage for all risks of one million (\$1,000,000) dollars is required. Coverage may be provided in one of two forms, as follows:

- (a) Special Event Coverage - required coverage may be provided as a single-event policy with the Airport Authority as a named or additional insured. This policy form will require that all aspects of the planned event held on airport property is covered, including any liability related to any planned consumption of alcoholic beverages by organizers or guests of the event.
- (b) Additional or Named Insured to Existing Business or Personal Policy - a certificate or coverage naming the Airport Authority as an additional or named insured may be substituted for Special Event Coverage as applicable to any non-governmental entity desiring to use airport meeting rooms. Coverage shall be deemed in effect for the period covered by the certificate provided by the meeting organizer.
- (c) A commitment to bind or other documentation is required to schedule events and a Certificate of Insurance naming the Airport Authority is required to be delivered to the Airport Administration Office not later than five (5) business days prior to any scheduled event.

Section 1.115 [Schedule of Fees](#) - The Authority shall from time-to-time establish fees for the use of meeting rooms and/or equipment. The Authority may also augment this section with additional information, rules, regulations, etc., for the purpose of ensuring compliance. Any additional guidance or fee structure implemented will be appended to this section.

- (a) All use fees require full-payment prior to the scheduled event. All damage fees are due within fourteen (14) days following notification of their assessment.
- (b) Meeting Room and Equipment fees are subject to sales tax.

Section 1.116 [Delegation of Administration](#) - The Authority herein designates the Executive Director with the implementation and administration of this Article. Details as to the actual implementation of this Article shall be at the discretion of the Executive Director.

Section 1.117 [Appeal to Authority](#) - To provide a uniform method of appeal for any aggrieved party relative to administrative decisions pursuant to this section, the following procedure is established:

- (a) An adversely affected person or entity of any final decision of the Executive Director, or his designee, may request to be heard as an agenda item before the Authority by submitting a Written Appeal Statement within thirty (30) days of the Executive Director's decision.
- (b) The Written Appeal Statement shall set forth the following: the background facts, issue in dispute or nature of the dispute, the decision of the Executive Director, the date of the Executive Director's decision, the relief requested, and the facts and circumstances warranting the relief requested and/or supporting a reversal of the Executive Director's decision. Every Written Appeal Statement shall include as attachments any and all documents (i.e., letters, contracts, etc.) related to the matter to be appealed.
- (c) Upon receipt of a completed Written Appeal Statement the Executive Director shall add the issue to the next reasonably available Authority regular meeting. Should any Written Appeal Statement be incomplete, the Executive Director shall notify the appellant in writing.

- (d) At a regular meeting of the Authority whereupon a Written Appeal Statement is an agenda item, the Authority shall first review the Written Appeal Statement and determine whether to hear the appeal. If there is no affirmative vote to hear the appeal, the appeal and Written Appeal Statement shall be deemed denied and the decision of the Executive Director shall stand. Should the Authority hear an appeal, the Authority shall retain all rights to grant or deny any appeal even after hearing further evidence or argument in support of the appeal.

AIRPORT MEETING ROOM RESERVATION REQUEST

Name of Event: _____

Name of Responsible Organization or Individual: _____

Mailing Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Event Date: _____ Event Time: _____

Start Time – End Time

Meeting Room Requested: _____

Expected attendance at this event: _____ Refreshments being served: ☐ Yes ☐ No

Tables & Chairs ☐ Yes ☐ No If so, how many of each: _____ Table _____ Chairs

Do you require the use of AV or Phone Equipment: ☐ Yes ☐ No Detail Need: _____

Do you require setup assistance from the Airport: ☐ Yes ☐ No If yes, please detail: _____

Does your event require Airside Access: ☐ Yes ☐ No (If yes, attached detailed security plan.)

Fee: \$ _____ Deposit: \$ _____

Reservation Cancellation

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ACKNOWLEDGEMENT:

The undersigned agrees to protect, defend, reimburse, indemnify and hold harmless the Airport Authority, its agents, employees and officers and each of them, free and harmless at all times from and against any and all claims, liability, expense, loss, cost, fine, and damages (including reasonable attorneys fees) and causes of action of every kind and character to the fullest extent allowed by law by reason of any damage to property or the environment, including any contamination of Airport property, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, arising out of or incident to any acts, omissions or operations related to the use of the Airport Authority's room(s) and other areas, and the undersigned expressly recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant.

The undersigned acknowledges that the facility is located on property where an active airport is operated and there may be vibrations, noise or other airport related interruptions, intrusions, and hazards.

I hereby acknowledge and certify that the information provided is a true representation of the size, scope and activities planned for my event and that I understand and agree to the policy and regulations pertaining to this event promulgated by the Airport Authority.

Signature of Authorized Individual or Event Sponsor

Date

Office Use Only

☐ Approved ☐ Denied

By: _____
SASJCAA

Date

AIRPORT MEETING ROOM FEE SCHEDULE

- Private functions, banquets, special events
 - Meeting Room "A" - \$50.00 per event (First 3-hours) \$25/hr Thereafter
 - Meeting Room "B" - \$75.00 per event (First 3-hours) \$35/hr Thereafter
 - Meeting Room "A & B" -) \$125.00 per event (First 3-hours) \$75/hr Thereafter
 - Meeting Room "C" - \$50.00 per event (First 3-hours) \$25/hr Thereafter

- Audio/Visual Equipment
 - Meeting Room "A and/or B" -
 - Projector \$25
 - Screen \$25
 - Laptop \$25
 - Telephone \$10 (local use only) *Additional Long Distance Fees May Apply
 - Meeting Room "C" -
 - Equipment Use (Hi-Def PLASMA, Camera, Connectivity) \$100/hr or fraction thereof

- Damage - Minimum Charges
 - \$25.00 per Meeting Room Use
 - \$25/per piece for Equipment

- Clean-up Fee - Minimum Charges
 - Assessed if Room and Common Areas Not Returned in Original Condition, Normal Wear and Tear Excepted
 - \$25.00 per Meeting Minimum

- Meeting Room and Equipment fees are subject to sales tax.

- Refundable Security Deposit Required - Equal to 150% of Total Anticipated Event Charges

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16. Beverages and food service may be permitted if prior approval is obtained. The user assumes all liability for damage and/or cleanup related to such approved use.
17. Smoking is prohibited in the building. Smoking is discouraged on all campus areas of the Airport. Outdoor smokers are responsible for all related material disposal in approved containers.
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19. Meeting Rooms are assigned according to the estimated number of attendees. The Authority reserves the right to move functions to other meeting rooms with prior notification.
20. **Insurance Requirements** - All non-governmental users of Airport Meeting Rooms who desire to serve alcoholic beverages of any type are required to have general liability insurance covering the scope of the event. A minimum aggregate coverage for all risks of \$1,000,000 is required. Coverage may be provided in one of two forms, as follows:
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 - b. Additional or Named Insured to Existing Business or Personal Policy - a certificate or coverage naming the Airport Authority as an additional or named insured may be substituted for Special Event Coverage as applicable to any non-governmental entity desiring to use airport meeting rooms. Coverage shall be deemed in effect for the period covered by the certificate provided by the meeting organizer.

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May 17, 2010

25 motion still remains with the change in effect.

139

1 MR. GEORGE: Second still remains.

2 CHAIRMAN BARRERA: All in favor, aye.

3 MR. GEORGE: Aye.

4 CHAIRMAN BARRERA: Aye.

5 MR. YOUMAN: Aye.

6 MR. WERTER: Aye.

7 CHAIRMAN BARRERA: Motion passes. Any

8 opposed? I'm sorry, Jack.

9 MR. GORMAN: I'll lawyer it. Nay.

10 CHAIRMAN BARRERA: Motion passes. Excuse me.

11 MEETING ROOM USE POLICY

12 MR. WUELLNER: Well, since policy seems to go

13 easy tonight, the policy -- proposed Policy 2010-01

14 is the meeting room use policy, and we provided you

15 a draft of that as a starting point, not

16 necessarily where it will end. We circulated that

17 among members as well as Doug's had a shot at it.

18 Doug's made a couple of changes. I'll let him go

19 over those with you, but it's -- they're minor in

20 some respects.

21 Would really like to get opinion or input on

22 it at this point and see if we can't get -- get

23 something to where we can either approve it at this

24 meeting or certainly have it in good shape for the

25 June meeting.

140

1 CHAIRMAN BARRERA: Doug?

2 MR. BURNETT: If I might comment. Just
3 related to the policy itself, my personal feeling
4 or opinion related to this matter is you're not
5 going to get it right the first time. This is
6 going to be something that you tweak as it is used
7 over the coming --

8 MR. GEORGE: Situations.

9 MR. BURNETT: -- months, years. It's no
10 different than any community club or civic
11 auditorium or those types of meeting places that
12 are open to the public that people may use for even
13 a wedding or wedding reception or anything like
14 that. They're always modifying those -- those
15 meeting room policies. So it's going to be one of
16 those things that will come back to you from time
17 to time and you'll add more definition or
18 explanation to deal with whatever situation came
19 up.

20 One thing that -- that is in here that your
21 staff drafted is a reservation request form. And
22 the thing that I've added to it is an indemnity
23 provision so that when people are signing up to use
24 this facility, they're signing that they're going

25 to, and it's the tightest language I could come up

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1 with, to indemnify the Airport Authority from
2 whatever may go on; slip and fall or anything else,
3 damage to property.

4 A couple of comments that go beyond the legal
5 comment, I guess, and there's been some language
6 that's been put in here related to it, is to put
7 your thinking caps on related to this. We all
8 assume that -- and think of the users at the
9 Airport Authority as being professionals,
10 professional folks. But we're going to have
11 potentially social events using the meeting rooms
12 that may not be the same type or nature or
13 character as the professional events.

14 So there's -- it may be that, you know,
15 there's -- there's some language that's been added
16 to it, for example, to require a security deposit
17 and those sorts of things. So it starts leaning
18 towards adding some protections to make sure the
19 Airport Authority's protected. Yes, sir?

20 MR. GORMAN: Just real quick, that brings up a
21 security issue. In other words, access to the --
22 do we have any, I have not read it thoroughly,
23 access to the airfield to be denied for nonpilots,
24 or have we addressed that?

25 MR. WUELLNER: Currently, it's isolated.

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1 You -- without having badged access or an access
2 card that's been authenticated for that location,
3 you wouldn't be able to get airside without --

4 MR. GORMAN: So you've just addressed that
5 with the badge issue?

6 MR. WUELLNER: Yes.

7 MR. GORMAN: Okay.

8 MR. WUELLNER: That's our intent, is to extend
9 that.

10 MR. WERTER: Technically speaking, how is that
11 accomplished? Because, I mean, the only way they
12 can walk through the building is through this --
13 the school, but if they have access upstairs to the
14 meeting room, can't they get out on the balcony,
15 walk down the staircase and --

16 MR. WUELLNER: Yes, but it dumps on land side.
17 It does not dump inside the fence.

18 MR. WERTER: And is there -- I don't remember.
19 Is there locking gates there?

20 MR. WUELLNER: You can only get to the --
21 short of jumping over the rail or climbing a fence,
22 which you'd have anywhere.

23 MR. WERTER: Sure. Sure.

24 CHAIRMAN BARRERA: Let me open this up for

25 public comment and then we can bring it back to the

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1 board for Q and A. I have no public comment. Now

2 we're back to the board Q and A. Carl?

3 MR. YOUMAN: My -- my two concerns with the

4 policy liability, I guess as long as we're clear of

5 liability like you were talking about, the

6 nonprofessional groups, that's where my real

7 concerns are, where somebody, you know, point blank

8 starts a riot at a wedding for some reason and they

9 half destroy the place.

10 When we have this signed waiver of liability,

11 does that make the name of responsible organization

12 or individual totally responsible for any and all

13 costs no matter what they are?

14 MR. BURNETT: It -- the -- the way this is

15 written right now, if it's John Smith getting

16 married and John Smith signs this reservation, then

17 he's going to be personally liable. If it's the

18 Pilots Association and it's the president of the

19 Pilots Association signing on behalf of the Pilots

20 Association, it's the Pilots Association that's

21 liable.

22 MR. YOUMAN: Okay. Now, John Smith --

23 MR. GEORGE: Which paragraph is that?

24 MR. YOUMAN: John Smith, there's \$20,000 worth

25 of damage caused.

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1 MR. WUELLNER: It's on the form.

2 MR. YOUMAN: John Smith earns \$10,000 a year
3 and could never pay it in his lifetime.

4 CHAIRMAN BARRERA: Last page.

5 MR. YOUMAN: Is there any insurance provisions
6 that we will require for John Smith to be able to
7 cover substantial damages?

8 MR. BURNETT: That's not in here right now.
9 And that is a -- a good question as to, you know,
10 what -- a combination of things. What your fees
11 would be. I mean, whether you have a separate set
12 of fees for -- or higher fees for social type
13 events. I don't know. That's something that you
14 could address, whether you have a -- if it's a
15 social type event, whether or not you have --
16 require them to have an insurance policy.

17 MR. YOUMAN: Is that done -- is that done in
18 other instances from your practice, from your
19 knowledge?

20 MR. BURNETT: You take the -- because I'm the
21 attorney for the City of St. Augustine Beach. If
22 you take the beach, and something that's a regular
23 thing is for private nonprofit organizations in
24 particular to use the pier and to rent the

25 facilities at the pier to have this, that, or the

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1 other event. Beach Blastoff is one of their

2 events, for example.

3 They sign an indemnity agreement and they
4 provide a policy insurance that names the air --
5 the city as an additional insured. That's going to
6 be a big hurdle, though, for some events you want
7 to have. It may be that you draw a distinction
8 between types of events. I -- I'm not sure.

9 MR. WERTER: I'm sorry.

10 CHAIRMAN BARRERA: As somebody who's -- who's
11 signed lots of meeting room contracts, usually if
12 it -- you're working with a government entity and
13 you are going to have a large social event, you do
14 have to -- required to provide your own insurance.
15 You have to show that you are insured and you have
16 an umbrella. But on smaller events like business
17 meetings and those type of things, those are not
18 required.

19 MR. YOUMAN: Okay.

20 CHAIRMAN BARRERA: But if you were to have
21 something large, for instance, like a large wedding
22 reception --

23 MR. GORMAN: Well, define large. Over 75?

24 MR. WERTER: Oh, God. Less than that, I would

25 imagine.

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1 CHAIRMAN BARRERA: That would be up to the
2 board, what we wanted to decide.

3 MR. BURNETT: Can I tell you from experience?
4 If I could just make this one quick comment, which
5 is a lot of your insurance companies, a lot of your
6 local insurance companies, even take a Herbie
7 Wiles -- I mention them because we all know who
8 those folks are -- they do this routinely for
9 helping nonprofits get insurance for special
10 events. So, I mean, it's apparently pretty common
11 to be able to get that kind of insurance.

12 MR. WUELLNER: Which insurance are we talking
13 about? Are we talking about covering the --

14 MR. WERTER: General liability.

15 MR. WUELLNER: -- facility or covering injury
16 or --

17 MR. WERTER: How about both?

18 MR. GORMAN: Physical damage or liability.

19 MR. WERTER: How about both? Question.

20 MR. GEORGE: Madam Chairman, we -- we went to
21 a lot of trouble with people around the airport to
22 go with an aviation easement on their -- their
23 communities, if you will.

24 I think that we'd be remiss if we didn't at

25 least specify in this document that they

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1 acknowledge that they are operating on or around an
2 airport, which has unique dangers and those -- to
3 get that identification that, oh, I didn't know
4 there was airplanes right outside the door. There
5 are going to be. What -- what do you think?

6 MR. BURNETT: The invited -- unless they put
7 it on the -- well, let's say we have a wedding
8 reception there. Unless they put it on the
9 invitation for the wedding reception, the
10 individual people coming to the reception aren't
11 going to know --

12 MR. GEORGE: I'm trying --

13 MR. BURNETT: -- or the folks coming to the
14 event, unless they put it on the -- the invitation
15 aren't going to know. It would just be the person
16 who signed the form, unless we require then
17 otherwise.

18 MR. GEORGE: I'm thinking it's the -- it
19 should go in the form. You know, like the
20 acknowledgment person, as "I acknowledge that we're
21 using facilities on or around the airport and
22 airports do -- inherent dangers and I am
23 responsible for any damages, personal or property,
24 that could occur there." I just think that when

25 you get to court, somebody's going to say, "Well,

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1 nobody told us that the airplanes were actually

2 going to be moving."

3 MR. GORMAN: What do you mean? Are you

4 talking about throwing a beer bottle at an

5 airplane?

6 MR. WERTER: He's talking about

7 unforeseeabilities.

8 MR. GEORGE: Yeah, right. That's why --

9 MR. WERTER: But, you know, you're coming to

10 an airport.

11 MR. BURNETT: Are you talking about --

12 CHAIRMAN BARRERA: One at a time.

13 MR. BURNETT: Are you --

14 MR. GORMAN: Sorry.

15 MR. BURNETT: -- for example, saying that they

16 couldn't hear the band from the band they hired

17 inside the facility because there's a -- a

18 piston-driven aircraft right outside the back door?

19 Because it -- or is it because an aircraft may land

20 on -- you know, accidentally crash into the

21 building? I'm not sure we can get them to release

22 liability of an aircraft.

23 MR. WERTER: And the thing is under law --

24 CHAIRMAN BARRERA: Wait.

25 MR. WERTER: I'm sorry.

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1 CHAIRMAN BARRERA: Buzz still has the --

2 MR. GEORGE: Talking to me. Yeah. We did the
3 avigation easement to get to the new property owner
4 some way of saying that new property owner has been
5 legally on notice that there's an airport here.

6 And all I'm saying is because this airport and this
7 operating of airplanes, et cetera, et cetera, pose
8 a unique haz -- potential -- potentially unique
9 hazard, one sentence in here just to make them
10 aware of it as they're signing this --

11 MR. WERTER: An extra layer.

12 MR. GEORGE: -- that they're responsible.

13 MR. WERTER: Just an extra layer.

14 MR. BURNETT: I understand.

15 CHAIRMAN BARRERA: Jim -- just one second.

16 Are you guys finished?

17 MR. GEORGE: I'm done.

18 CHAIRMAN BARRERA: Okay. Now Jim's been --

19 MR. WERTER: Yeah. What you're basically
20 talking about is the foreseeability of an -- of an
21 incident which is a -- a defense to negligence or,
22 you know, being a victim of negligence. And, yeah,
23 the one line wouldn't hurt. It just adds an extra
24 layer. Darn. I had a different thought and now,

25 Buzz, it just went right out the window. Give me a

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1 second here.

2 The insurance issue. Okay. We have general
3 liability for the property, you know, if someone
4 slips and falls, something like that. Do we have
5 damage liability for -- from malfeasance of an
6 outside party? For instance, let's say you have a
7 crazy Greek wedding, you know, and besides plates
8 being smashed, a window being smashed, do we have
9 insurance that covers that kind of thing for the
10 smaller events?

11 MR. WUELLNER: I would suspect, while the big
12 picture event is -- would be a normal hazard, the
13 issue you're talking about, you know, the odds are
14 the tripping a threshold or a deductible threshold
15 or something of that line, you know, unless it was
16 just phenomenal damage is probably not going to be
17 there. So if there's a -- you know, if there's
18 indeed a gap there that we need to plug --

19 MR. WERTER: Could that be in our umbrella?

20 MR. WUELLNER: -- or we're asking somebody
21 else to plug --

22 MR. WERTER: I'm assuming we have an umbrella
23 type of policy. Am I fair to say that?

24 MR. WUELLNER: Yeah. I mean, you're

25 insured --

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1 MR. WERTER: Could it be in there that -- that
2 there's some sort of insurance against structural
3 damage or damage to airport property? Do we have
4 any kind of coverage like that in the -- in the
5 policy?

6 MR. WUELLNER: You have an all risk kind of
7 property policy, but again, you're -- you're not
8 necessarily going to trip the thresholds for a
9 deductible for a \$5,000 --

10 MR. WERTER: Oh, yeah. No, I'm not talking
11 about that. I'm talking about the drunk guy who
12 drives into the front of the building or something
13 like that.

14 MR. WUELLNER: Yes.

15 CHAIRMAN BARRERA: Carl? The other
16 question --

17 MR. WUELLNER: There's also sovereign immunity
18 pieces.

19 MR. YOUMAN: I'm sorry. The other question I
20 had, the prices we're charging, has a comparison
21 been made with other organizations to see if we're
22 in line, too high or too low?

23 MR. WUELLNER: No. In fact, many of the
24 numbers are kind of just placeholders, trying to

25 get to the next level.

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1 MR. YOUMAN: Can we do that?

2 MR. WUELLNER: Yeah. Absolutely.

3 CHAIRMAN BARRERA: Okay. A couple -- are you
4 finished?

5 MR. YOUMAN: I'm finished.

6 CHAIRMAN BARRERA: Okay. A couple of things.
7 Usually in the contract of carriage protects on
8 airlines, it protects from acts of God, and I would
9 assume that we would have that same protection.
10 And unforeseen events. And that would be your
11 situation of a plane coming through, which would be
12 different than Buzz's situation of the band -- you
13 can't hear the band because of the airplane.

14 And that -- that distinction should be two
15 different things. You know, you can't -- you can't
16 foresee acts of God, but you could foresee not
17 hearing the band because you've got airplanes
18 because it's a unique property.

19 MR. WERTER: Or airplanes crashing.

20 MR. GEORGE: Point of clarification. That
21 wasn't my example, so I don't know how that came
22 in, you know. I would --

23 CHAIRMAN BARRERA: That was in -- in your
24 conversation.

25 MR. GEORGE: When you start having a facility

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1 like that, there's going to be alcoholic beverages
2 and at some point in the night, some soul two years
3 from now, five years from now is going to want to
4 go out on the balcony, and he's going to jump off
5 the balcony and get down there where the flight
6 school's airplanes are and he's going to say, "I
7 flew one of these one time, let's crank it up."
8 And the -- and the propeller hits four people. All
9 I'm trying to do is just make sure that the person
10 that's signing this, that he's responsible that he
11 understands that --

12 MR. WERTER: He would be in that --

13 MR. GEORGE: -- that's --

14 MR. WERTER: He would be in that. I mean, it
15 would be clear. He would be liable for that. The
16 airport wouldn't have a liability in that. Am I
17 right or wrong?

18 MR. GEORGE: We're not adding --

19 MR. WERTER: That's an individual getting
20 drunk and -- and going beyond safety. If the
21 balcony meets the codes of construction and this
22 guy gets drunk -- you know, gets drunk and jumps
23 off, I don't think any hotels in Panama City are
24 getting sued when the drunk guy tries to jump from

25 one balcony to the other.

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1 MR. WUELLNER: There is a presumption of
2 nonliability if you're deemed to be inebriated.

3 MR. BURNETT: Yes.

4 MR. WUELLNER: We found that out the hard way.

5 MR. BURNETT: From a practical standpoint,
6 though, the personal injury lawyers, and this isn't
7 a slight on any particular person, but the -- we
8 all hear the comment of anybody can bring a lawsuit
9 for anything.

10 MR. WERTER: Yeah. That's about it.

11 MR. BURNETT: It's -- and I -- I can't say
12 that the Airport Authority wouldn't be a named
13 party. I can't -- you know --

14 MR. WERTER: Oh, no. I'm not saying that.

15 MR. BURNETT: Obviously when John Smith, you
16 know, doesn't -- doesn't have any assets, well,
17 they're going to go past John Smith that signed the
18 form to look to the Airport Authority. So, yeah,
19 that is a --

20 MR. WERTER: But once it's on the record, it's
21 called a summary judgment. Yeah you're right. We
22 deal with that everyday. People sue everybody for
23 anything, but it's -- it's then in the court's hand
24 once they get all of the information and they do

25 the summary judgment that the guy was a jerk, he

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1 got drunk and did what he did, dismissed. You
2 know, but that's the unfortunate reality of the
3 legal system as opposed to the liabilities.

4 MR. WUELLNER: I guess it's sort of
5 summarizing it, you need to decide whether you're
6 going to insure it or not, is really -- is that --
7 is that gap.

8 MR. WERTER: You're talking about --

9 MR. WUELLNER: You know is it something we're
10 going to either insure in a blanket way or we're
11 going to be looking to individual groups that meet
12 certain tests, be it size or consumption of
13 alcoholic beverages or whatever the test is,
14 provide their own insurance.

15 MR. WERTER: Make two groups, two categories.

16 MR. WUELLNER: Whichever way.

17 MR. WERTER: Yeah. Either they need it or
18 they don't need it depending on the circumstances,
19 but outline -- outline what the parameters of each
20 group is. Large parties or parties with alcohol,
21 give us insurance. General business meeting, don't
22 give us insurance.

23 MR. GEORGE: And then they slip in large
24 amounts of alcohol.

25 MR. WERTER: Well, then again, that's

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1 negligence and contrary to use. Violation of --
2 breach of contract.

3 CHAIRMAN BARRERA: As far as the airport
4 meeting fee schedule goes, the -- the meeting fee
5 per -- if you're going to rent a community center,
6 a senior community center over in Ponte Vedra, the
7 \$50 per event for the first five -- first three
8 hours is right on target for price.

9 If you were going to -- when you're looking at
10 the combining the meeting room, \$125 per event for
11 the first three hours, that's right on. But if you
12 were going to rent a Holiday Inn meeting room,
13 banquet room, where our prices are low is on the
14 rental of the audio and visual equipment, as far as
15 the projector and screen and laptop. The telephone
16 charge is fine. So you're fine on that. Carl?

17 MR. YOUMAN: Are you saying you went out and
18 made a comparison?

19 CHAIRMAN BARRERA: I'm telling you I have
20 about eight years' worth of experience in
21 comparisons.

22 MR. YOUMAN: Thank you.

23 CHAIRMAN BARRERA: That is my educated
24 knowledge.

25 MR. WUELLNER: What do they need to be?

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1 MR. GORMAN: Exactly.

2 CHAIRMAN BARRERA: For the projector, you need

3 to move that -- and the screen, you need to move

4 that to \$25 per -- per day. And for the laptop, I

5 would move that to \$25, also.

6 MR. WUELLNER: Okay.

7 MR. BURNETT: If --

8 MR. GEORGE: Now as a point --

9 CHAIRMAN BARRERA: That was the end of my --

10 my comment time. My part. Now, Buzz.

11 MR. GEORGE: Okay. If you went to -- to rent

12 the facilities at the Gun Club, which is on the

13 north end of our property, you're looking at \$300,

14 \$400, \$500 for the night. So we're way under that.

15 But I don't know what -- how much we want to get

16 use of this.

17 CHAIRMAN BARRERA: If you're going to rent the

18 Holiday Inn at UCF in Orlando's meeting room for

19 the day, you're going to pay \$125 for half a day

20 rental, and \$250 for a full day rental. And that

21 will accommodate 60 people.

22 MR. WUELLNER: Yeah, I guess that's kind of

23 the point, is qualifying it based on the size.

24 Because this -- the maximum for that upstairs is

25 going to be at about 185 people. At that level, I

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1 mean, I don't know what the Gun Club physical size
2 is, but I'm sure it's more than 185 people from
3 what I remember of it. Cindy pointed out the Yacht
4 Club is more like \$1,200.

5 MR. GEORGE: Is that right?

6 MR. WUELLNER: But it probably doesn't quite
7 accommodate that number. So, you know, we probably
8 are low on the big meeting room use for private
9 events. Now, I don't know about -- you know, I
10 think the other's probably in line. No?

11 CHAIRMAN BARRERA: No. It depends on -- on
12 the real estate value and what you're going to use
13 it for. If you're going to rent a meeting room at
14 Don Shula's hotel in Miami, the minimum you're
15 going to pay is \$350. Okay. If I'm going to go
16 over to Tallahassee and rent a meeting room, I'm
17 not paying more than \$200 that day for that meeting
18 room use at a hotel.

19 MR. WUELLNER: Okay.

20 MR. GORMAN: Can I make a suggestion? Let's
21 just go with Kelly's expertise for the moment and
22 if it doesn't book, lower the price and if it does
23 book tremendously, then raise the prices. Just to
24 see exactly. She -- she has the expertise in what

25 this costs.

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1 MR. WUELLNER: It's as good a litmus test as
2 any, I guess.

3 MR. GORMAN: If it doesn't book --

4 MR. GEORGE: Would that become an action item?

5 MR. WUELLNER: I guess you've got to decide on
6 where the insurance piece plugs in. That's
7 probably the -- you know, at what point or what --
8 what are the triggers that require the party to
9 provide that?

10 MR. GORMAN: Over 50 with alcohol requires
11 insurance?

12 MR. WUELLNER: Expected attendance of more
13 than 50.

14 MR. GEORGE: I think it's over 50. Well, how
15 much is Herbie going to charge for that? We only
16 charge \$100 for the room. Is he going to charge
17 \$600 for the policy?

18 MR. BURNETT: I'll bet it's every bit of \$500.

19 MR. GORMAN: Really?

20 MR. GEORGE: That's to talk to you. He's
21 worse than lawyers.

22 MR. GORMAN: Actually, Doug, could you say
23 that again? In other words, you actually think per
24 event, it would be \$500 for liability?

25 MR. BURNETT: I'm thinking so.

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1 MR. GORMAN: Okay.

2 MR. BURNETT: I don't know, but I'm thinking
3 that's a good number.

4 MR. GORMAN: That's a good guess?

5 CHAIRMAN BARRERA: I think the -- probably the
6 determining factor there is probably whether or not
7 it's a -- it's an alcohol or not.

8 MR. GORMAN: That's about what --

9 CHAIRMAN BARRERA: Because when I go to sign a
10 meeting room contract at -- for the Holiday Inn, I
11 don't have to provide any proof of insurance.

12 MR. WERTER: May I?

13 CHAIRMAN BARRERA: Yes.

14 MR. WERTER: It may be beneficial to see how
15 much it would cost to add that into our umbrella
16 policy for the year as opposed to per -- per event,
17 you know, just to have a blanket -- you know, to
18 get that inclusion into our umbrella policy. It
19 might be cheaper, especially if we have -- you
20 know, if we are successful in having more than just
21 a few social events over there. So...

22 MR. BURNETT: And -- and then just charge a
23 little bit higher rate for the social event.

24 MR. WERTER: Yeah, prorate it. You know, take

25 a guess at how many you might book for the year and

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1 prorate it into the rate of the hotel -- the

2 rental.

3 MR. WUELLNER: If I could throw this out, I

4 think -- I think we really probably need to just

5 focus on the individual rental for a private

6 function. Because in most cases, if we're renting

7 to a business, whether there is alcohol involved or

8 not, they typically using their venue's insurance,

9 meaning their -- wherever their home office's

10 insurance can provide a certificate of coverage

11 that doesn't usually cost them anything to include

12 it as a part of their workplace for purposes of --

13 of liability.

14 But when you deal with individuals, you'd

15 still request a certificate of insurance, but --

16 that way, you're covered. But it's really not an

17 upcharge to them. It's an upcharge -- it's

18 certainly an upcharge to somebody trying to do a

19 private party if you're going to insure it.

20 MR. WERTER: Or we can --

21 MR. WUELLNER: I don't disagree with insuring

22 them. I'm just saying --

23 MR. WERTER: I'm sorry. We can forget about

24 that part of the insurance and just, you know, rely

25 on Doug as our in-house counsel, insurance defense

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1 counsel.

2 MR. GORMAN: Can I say something? It's -- I
3 think it's a disincentive to rent it if you have to
4 go get an individual liability policy. I know it
5 would be a disincentive to me.

6 MR. WUELLNER: Why don't we check it --

7 MR. GORMAN: Yeah, exactly. Just check it out
8 and see.

9 MR. WUELLNER: -- and see what the number is.

10 MR. WERTER: Can I give you an example on
11 that, though? It can be arranged. Like, for
12 instance, you know, on the simplest level when I
13 had my wedding in the backyard and I had to put
14 down a deck from -- I forgot what the name of that
15 big tent place rental place, Kirby's. Okay.

16 But my yard at the time was always somewhat
17 under water when it would rain. So I had to put
18 down a deck. And as part of their service, there
19 was an insurance charge right built into the
20 leasing agreement for the floor and the tent, you
21 know, and they did it that way.

22 MR. WUELLNER: Well, let's -- we'll do a
23 little research on it and see what it is. I don't
24 I -- I don't think we've got any events quite like

25 that scheduled at this point, so...

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1 MR. BURNETT: And -- and that's one of those
2 things that, you know, you've got a policy to work
3 from, you can approve this evening and then those
4 are the kind of things that can be tweaked going
5 forward.

6 If I might, just to go back to your -- your
7 comment earlier, Mr. George. And now I just want
8 to say this language out loud so you can hear it
9 and tell me whether this fits the concern you had.
10 In the acknowledgment, aside from acknowledging
11 that they're going to indemnify the Airport
12 Authority, but also "The undersigned acknowledges
13 that the facility is located on property where an
14 active airport is operated and there may be
15 vibrations, noise, or other airport-related
16 interruptions and intrusions."

17 MR. GEORGE: Sounds good.

18 MR. WUELLNER: Well, did you not want to
19 include the unique hazard or whatever it is?

20 MR. GEORGE: You get the airport in there --
21 you're talking about the airport operations, you
22 know, you could --

23 MR. WUELLNER: Okay.

24 CHAIRMAN BARRERA: Say "hazards and

25 inclusions."

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1 MR. BURNETT: Okay.

2 MR. GEORGE: Yeah.

3 CHAIRMAN BARRERA: "Incursions."

4 MR. WUELLNER: Well, that's -- because I think

5 your point's real good about that. Just making

6 sure there's some -- something that's being

7 acknowledged that just recognizes they're on an

8 airport.

9 MR. GEORGE: Yeah.

10 CHAIRMAN BARRERA: We'll open it up for a

11 motion.

12 MR. GEORGE: I make a motion that we accept

13 staff's recommendation for Policy 2010-01 with the

14 exception that internal to the acknowledgment

15 section of the rental form --

16 MR. WUELLNER: Reservation request, yeah.

17 MR. GEORGE: -- that an acknowledgment that

18 they are operating on an airport with unique

19 hazards be added by our attorney.

20 MR. WUELLNER: And rental changes, any --

21 the --

22 MR. GEORGE: And second one is that the rental

23 changes be changed -- the rental rates be changed

24 as follows.

25 CHAIRMAN BARRERA: The projector/audiovisual

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1 equipment cost be reassessed. The projector now be
2 at \$25, the screen at \$25, and the laptop at \$25.

3 MR. YOUMAN: I second it.

4 MR. GEORGE: End of the motion.

5 CHAIRMAN BARRERA: All in favor, aye?

6 MR. YOUMAN: Can we have a discussion?

7 CHAIRMAN BARRERA: Yes, we can. I'm sorry.

8 MR. YOUMAN: I just want to ask one question.

9 CHAIRMAN BARRERA: I apologize.

10 MR. YOUMAN: Just to clarify, the insurance
11 issues or anything, this is a live document that we
12 can reintroduce as an agenda item at any time for
13 revisions, is that correct?

14 MR. GEORGE: Yes.

15 MR. YOUMAN: Thank you. That's my last
16 question.

17 CHAIRMAN BARRERA: Jim?

18 MR. WERTER: Yeah, the question or the issue I
19 have is, are we clear enough on the insurance
20 issues that we may proceed and enact this policy
21 and start renting it out, or do we more
22 clarification? I would think we need more
23 clarification as to the liabilities and the
24 requirements of insurance before we get operating.

25 MR. WUELLNER: Well, I -- my question would be

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1 are we -- is the -- really the core issue when we
2 get to the use of alcohol at this point?

3 CHAIRMAN BARRERA: I -- I agree that most
4 businesses have their own insurance. I think that
5 when you start getting into the individual, that's
6 where the insurance question comes up.

7 And I think that's pretty much what -- what
8 you were saying, Doug, is that it become more --
9 more of the individuals that don't have the
10 insurance, or that we might have a question about
11 the insurance. And I think the risk is what my
12 other fellow board members were talking about,
13 tends to be higher when alcohol's introduced.

14 MR. WUELLNER: Well, as a -- as a stopgap,
15 maybe -- maybe we not -- because I'm not aware of
16 anybody as an individual at this point that's on
17 the list trying to rent it, we'll look at the
18 insurance issue between now and the next Authority
19 meeting and have some direction related to private
20 individual use of it with regard to insurance.

21 As at least a stopgap is that if it's a
22 business use at this point and they can provide a
23 certificate of insurance covering the facility,
24 then we can move forward at this point. Because I

25 know we have some business-related groups that

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1 would like to use it, and I don't feel like the
2 insurance certificate at this point would be an
3 issue for them. And we'll deal with the individual
4 at the next meeting.

5 CHAIRMAN BARRERA: Are you comfortable with
6 that, Jim?

7 MR. WERTER: So, just to clarify, that we go
8 ahead with the policy as is with the stopgap that
9 it's only to be leased to people who can
10 demonstrate an insurance certificate and to address
11 at the next meeting other additional insurance
12 requirements, I am good with that.

13 MR. WUELLNER: Or direction, yes.

14 CHAIRMAN BARRERA: Do we have any further
15 board discussion on this agenda item? Carl?

16 MR. YOUMAN: Does the motion have to be
17 amended to take into consideration what he said or
18 is it --

19 CHAIRMAN BARRERA: Doug?

20 MR. GEORGE: By me nodding my head, I
21 acknowledge that that is a good addition. So
22 that's what I meant.

23 MR. YOUMAN: I second your addition.

24 CHAIRMAN BARRERA: Okay. We'll call it for a

25 vote. All in favor, aye.

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1 MR. GEORGE: Aye.

2 CHAIRMAN BARRERA: Aye.

3 MR. GORMAN: Aye.

4 MR. YOUUMAN: Aye.

5 MR. WERTER: Aye.

6 CHAIRMAN BARRERA: Motion passes.

7 MR. WERTER: In 17 months, I haven't voted nay

8 yet, and I've been dying.

9 PARK NAMING SUGGESTIONS

10 MR. WUELLNER: Okay. Next -- next item, which

11 is probably going to get even weirder I have a

12 feeling, anyway, I asked a gentleman we use

13 frequently to help us with our marketing. He's

14 done quite a bit with us, especially related as we

15 go after airline stuff and developing things. And

16 he does all of the art-related things pretty well.

17 So we asked him to come up with some ideas or

18 a few concepts related to coming up with a name or

19 a concept that we could use in the Araquay Park

20 area, or the park area I should say. Dan Bagan --

21 why don't you come on up, Dan, to the mic and that

22 way everybody can quiz you because you -- you kind

23 of get that whole marketing thing better than I do.

24 But suffice it to say, we -- they've come up

25 MR. WUELLNER: Yes. I would call your

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1 attention to the copy of the policy you have which
2 is Policy 20 -- 2010-01. And the only change made
3 as consistent I believe with the direction we got
4 last time was to change the scope of the insurance
5 requirement, Subsection 20.

6 MR. BURNETT: Top of Page 4.

7 MR. WUELLNER: Top of Page 4, is suggested to
8 change to basically be only applicable to events
9 that serve alcoholic beverages. Otherwise, the
10 policy remains as it -- as previously been vetted.

11 That would be our recommendation. Just make that
12 small change and --

13 CHAIRMAN BARRERA: Okay. We'll open it up for
14 public comment. Reba?

15 MS. LUDLOW: Ed, repeat that.

16 MR. WUELLNER: The --

17 MS. LUDLOW: I know about the alcohol. All
18 you have to do is add a line that says alcoholic
19 beverages are permitted?

20 MR. WUELLNER: No.

21 MS. LUDLOW: No.

22 MR. WUELLNER: All we're doing is making the
23 insurance requirements only applicable to events
24 that serve alcohol.

25 MS. LUDLOW: Oh.

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1 MR. WUELLNER: So if it's a non-alcohol event,
2 it's -- it's -- it does not require stand-alone
3 insurance.

4 MS. LUDLOW: Okay. That -- okay. I still
5 can't hear exactly. So you're saying you have to
6 put up a deposit if we're going to have alcohol?

7 MR. BURNETT: No. You have to provide
8 insurance that names the airport --

9 MS. LUDLOW: Oh, we have to provide -- that's
10 what I kept missing, was the insurance word. Okay.
11 They have to provide -- the entity that's going to
12 use alcohol has to provide their own insurance.

13 MR. WUELLNER: Correct.

14 MS. LUDLOW: How do you get that kind of
15 insurance?

16 MR. WUELLNER: There's special event insurance
17 that can be purchased.

18 MS. LUDLOW: Oh.

19 MR. WUELLNER: Rental insurance.

20 MS. LUDLOW: Okay. But nothing to do with the
21 airport? I mean, they -- we don't have an arm
22 that -- that's a special event insurance arm,
23 right?

24 MR. WUELLNER: Correct.

25 MS. LUDLOW: So they just get their own.

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1 MR. WUELLNER: Correct.

2 MS. LUDLOW: Okay. All right. I guess I
3 agree.

4 MR. YOUMAN: Thank you, Reba.

5 CHAIRMAN BARRERA: Vic?

6 MR. MARTINELLI: More specifically, there are
7 two organizations that I'm aware of right now that
8 would need that coverage. One is SAAPA for first
9 Fridays, for example, if we had the event here.
10 And the other is QBs. And I think as far as
11 SAAPA's concerned, we can -- I don't know what our
12 insurance coverage is now for SAAPA, if we have
13 any. We probably don't.

14 MR. WUELLNER: You do.

15 CHAIRMAN BARRERA: You do.

16 MR. MARTINELLI: We do? SAAPA does? Okay.
17 Then we can -- we can cover that.

18 As far as QBs, I don't think that we do have
19 any special event insurance coverage. So that's
20 one that we would have to go back and take a look
21 at. Other than that, I imagine there would be just
22 private parties or whatever that would be coming in
23 here for a wedding or something like that. Is that
24 the way you set, generally? Okay.

25 CHAIRMAN BARRERA: For instance, if the

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1 Chamber hosted a mixer here.

2 MS. LUDLOW: Kelly, if there's no one else, I
3 want to say something else.

4 CHAIRMAN BARRERA: Reba.

5 MS. LUDLOW: I want to say now that I finally
6 understood the sentence and I said that I agree --
7 well, I don't really agree. I changed my mind.
8 And that's because if it -- I mean, SAAPA is, you
9 know, at St. Augustine Airport Pilots Association.
10 Why should we be penalized to have to do that?

11 I don't think there's any -- any more danger
12 with people drinking responsibly than there is not
13 drinking responsibly. And I would say that if
14 we're pilots, that we're pretty responsible. So,
15 no, I don't think they should have to provide extra
16 insurance.

17 CHAIRMAN BARRERA: Thank you, Reba. We'll
18 open it up for board discussion. Do we have any
19 board discussion on this item? Buzz?

20 MR. GEORGE: I make a motion we accept staff's
21 recommendation.

22 MR. WERTER: I second it.

23 CHAIRMAN BARRERA: Any further board
24 discussion on this item?

1 CHAIRMAN BARRERA: Hearing no further board
2 discussion, we can call it to a vote. All in
3 favor, aye.

4 MR. GEORGE: Aye.

5 MR. YOUMAN: Aye.

6 MR. WERTER: Aye.

7 CHAIRMAN BARRERA: Aye. Motion passes
8 unanimously.

9 HOUSEKEEPING

10 THE WITNESS: Next item is housekeeping. A
11 couple of other business follow-ups. In September,
12 we have board members that want to discuss the
13 conferences and Ed's annual evaluation. So those
14 would be September items.

15 We also have the grand opening of this
16 facility, the park, and the maintenance facility.
17 Right now it's tentatively scheduled for September
18 the 17th at 9 a.m. And Reba, Sacha, Alice, myself
19 and Cindy are continuing to plan it. Have any
20 other housekeeping items?

21 (None.)

22 PUBLIC COMMENT

23 CHAIRMAN BARRERA: Okay. Public comment.
24 Vic?