

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, October 20, 2003

6 from 4:00 p.m. to 7:43 p.m.

7 * * * * *

8 BOARD MEMBERS PRESENT:

- 9 SUZANNE GREEN, Chairman
- WAYNE "BUZZ" GEORGE, Secretary-Treasurer
- 10 JOSEPH CIRIELLO
- BOB COX
- 11 JOHN "JACK" GORMAN

12 * * * * *

13 ALSO PRESENT:

- 14 DOUG BURNETT, Esquire, Rogers, Towers, Bailey,
- Jones & Gay, P.A., 170 Malaga Street, St. Augustine,
- 15 FL, 32084, Attorney for Airport Authority.
- 16 EDWARD WUELLNER, A.A.E., Executive Director.
- 17 BRYAN COOPER, Assistant Airport Director.

18 * * * * *

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21 St. Augustine Court Reporters
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1 PROCEEDINGS

2 CHAIRMAN GREEN: Call to order the meeting
3 of the St. Augustine Airport Authority. Please
4 stand for the Pledge of Allegiance.

5 (Pledge of Allegiance.)

6 3. - APPROVAL OF MINUTES

7 CHAIRMAN GREEN: First item agenda we have
8 tonight is approval of the minutes. And we have
9 three separate minutes. We can start with the
10 budget hearing held September 8th, 2003.

11 MR. WUELLNER: Madam Chair, can you move the
12 mic forward, please? Thank you. See if that
13 helps.

14 CHAIRMAN GREEN: Okay. Better?

15 MR. WUELLNER: Oh, yeah.

16 CHAIRMAN GREEN: Are there any objections or
17 exceptions to the minutes as recorded for
18 September 8th, 2003?

19 (No objections or exceptions.)

20 CHAIRMAN GREEN: Hearing none, we'll accept
21 the minutes as recorded. Okay. Minutes for
22 September 8th budget hearing are accepted.

23 Next are the minutes for the budget hearing

24 held September 15. Are there any objections or
25 exceptions to those minutes as recorded?

4

1 (No objections or exceptions.)

2 CHAIRMAN GREEN: Hearing none, we'll accept
3 those minutes as recorded.

4 Last is the regularly held meeting September
5 15. The minutes from that, are there any
6 objections or exceptions to those minutes?

7 (No objections or exceptions.)

8 CHAIRMAN GREEN: Hearing none, those minutes
9 will be accepted as recorded. Next, we have the
10 financial reports. Mr. George?

11 4. - ACCEPTANCE OF FINANCIAL REPORTS

12 MR. GEORGE: Madam Chairman, I don't have
13 any problem with the financial report, but I do
14 have a couple of questions. When is the year-end
15 audit to begin?

16 MR. WUELLNER: Actually was just going to
17 tell you that, but it begins Wednesday.

18 MS. GLASSER: Tomorrow.

19 MR. GEORGE: Okay. As the
20 secretary/treasurer, I'd like to be in on the
21 initial meetings with them and everything.

22 MR. WUELLNER: Sure.

23 MR. GEORGE: Thank you.

24 CHAIRMAN GREEN: Any other comments on the
25 balance sheet as of August 31, 2003 financial

5

1 report?

2 (No comments.)

3 CHAIRMAN GREEN: Hearing no comments,
4 entertain a motion to accept the financial
5 statement for that date.

6 MR. GEORGE: I so-move.

7 CHAIRMAN GREEN: Second?

8 MR. CIRIELLO: Second.

9 CHAIRMAN GREEN: All in favor?

10 MR. CIRIELLO: Aye.

11 MR. GEORGE: Aye.

12 CHAIRMAN GREEN: Aye.

13 MR. COX: Aye.

14 MR. GORMAN: Aye.

15 CHAIRMAN GREEN: All opposed?

16 (No opposition.)

17 CHAIRMAN GREEN: We will accept then the
18 financial statement for August 31, 2003.

19 5. - APPROVAL OF MEETING AGENDA

20 CHAIRMAN GREEN: Next is the approval of our
21 meeting agenda, and I know we're not color coded,

22 but we had some yellow ones and some purple ones,
23 but the purple one is our last revised meeting
24 agenda. And it goes through 11 items, but the
25 alphabetical ends with a J. So, if that helps

6

1 you, because before, we were shorter than that.

2 Before we approve the meeting agenda, I just
3 had a comment. In the interest of everybody, and
4 to succinctly go through everything, I'm just
5 asking everybody to keep your comments -- we want
6 to hear everything everybody has to say and
7 obviously the board's discussion, but we have a
8 very long agenda. So, I just encourage everybody
9 to be succinct in your comments and be careful of
10 just the time frame. We need to discuss
11 everything, but we need to get through
12 everything.

13 So, are there any additions or deletions or
14 comments on the agenda?

15 MR. BURNETT: I have one thing --

16 CHAIRMAN GREEN: Yes, sir.

17 MR. BURNETT: -- which I can certainly
18 discuss during the attorney's report. You may or
19 may not choose to put it as an actual item, but
20 I -- I will tell you what it is, and whatever the

21 board's pleasure is.

22 It is to discuss the Ponce development and
23 the current approvals that are pending. The
24 hearing is tomorrow before the City of
25 St. Augustine, and I would like to update the

7

1 board.

2 One of the things the board had given the
3 attorneys direction to do was to see how we could
4 protect the Airport Authority and the airport.
5 And I need to give an update to the board. And
6 it may involve discussion of the actual board
7 members. I would foresee that it will.

8 CHAIRMAN GREEN: Is it something the board
9 would have to take action on tonight, or just
10 discussion and information?

11 MR. BURNETT: You very well might want to
12 take action on it.

13 MR. GEORGE: Add it as an agenda item.

14 CHAIRMAN GREEN: I think that the board -- I
15 think that we have to add it, I mean, if there's
16 something tomorrow. Okay.

17 MR. WUELLNER: And I've got two to delete or
18 temporarily postpone.

19 CHAIRMAN GREEN: Okay.

20 MR. WUELLNER: If you don't mind, we'll --
21 we'll, in the interest of time tonight, postpone
22 items G and H, which are your meeting and lease
23 policy reviews. We'll put those on November.
24 Worst case, we'll do a workshop or something
25 later on to get them -- get them wrapped up.

8

1 CHAIRMAN GREEN: Then logistically, do you
2 want to -- where do you want to put Ponce on
3 there? I know there's people --

4 MR. WUELLNER: Let's do it --

5 CHAIRMAN GREEN: -- here from that, but --

6 MR. WUELLNER: If there's no objection, why
7 don't we do it first?

8 CHAIRMAN GREEN: That's fine. Because if we
9 have a lot of people involved in that, that would
10 be good to get that moving.

11 MR. GEORGE: After the project updates?

12 MR. WUELLNER: That's fine, if you want to
13 do it that way, or we can do it right after
14 reports.

15 MR. GEORGE: I recommend we do it after the
16 project updates.

17 CHAIRMAN GREEN: Okay. All right. So, that
18 will be our new B, is the Ponce. And then we

19 will delete G and H. Yes, Mr. George?

20 MR. GEORGE: Madam Chairman, about a month
21 ago, Mr. Wuellner distributed to everybody on the
22 board a memorandum of understanding, which was
23 done three years ago, four years ago, you know,
24 as far as how the new terminal building was going
25 to be rented and stuff like that.

9

1 I think that there's a -- some meat in there
2 that the board needs to understand what's
3 happening there from a financial thing, and I
4 would like to recommend that we consider putting
5 it on the agenda for the next meeting, not today,
6 because we've got too much going on. I don't
7 want to lose visibility of it.

8 CHAIRMAN GREEN: That's fine. Can we add
9 that, Mr. Wuellner?

10 MR. WUELLNER: Yes.

11 CHAIRMAN GREEN: And that will be for the
12 November --

13 MR. GEORGE: Sounds good.

14 CHAIRMAN GREEN: Any other additions,
15 deletions, or comments on the minutes?

16 (No additions or deletions.)

17 CHAIRMAN GREEN: Okay. Do we have a motion

18 to approve the meeting agenda as amended?

19 MR. GEORGE: I so-move.

20 CHAIRMAN GREEN: Second?

21 MR. COX: Second.

22 CHAIRMAN GREEN: Any further discussion?

23 (No further discussion.)

24 CHAIRMAN GREEN: All in favor?

25 MR. CIRIELLO: Aye.

10

1 MR. GEORGE: Aye.

2 CHAIRMAN GREEN: Aye.

3 MR. COX: Aye.

4 MR. GORMAN: Aye.

5 CHAIRMAN GREEN: All opposed?

6 (No opposition.)

7 CHAIRMAN GREEN: Okay. The amended meeting

8 agenda then will stand.

9 Reports. Mr. Maguire?

10 6.A. - COUNTY COMMISSIONER

11 CHAIRMAN GREEN: I didn't see Mr. Maguire

12 here. We'll hold him. He's usually running

13 around crazy. Mr. Slingsluff?

14 6.B. - AERO SPORT

15 MR. SLINGLUFF: No report.

16 CHAIRMAN GREEN: Northrop Grumman?

17 6.C. - NORTHROP GRUMMAN

18 MR. NEVADOMSKY: No report.

19 CHAIRMAN GREEN: Pilots Association?

20 6.D. - S.A.P.A.

21 MR. RODERICK: Yes, ma'am.

22 CHAIRMAN GREEN: Yes, sir.

23 MR. GEORGE: Mr. Roderick.

24 MR. RODERICK: John Roderick. First, I'd

25 like to thank the Authority for including the

11

1 club as promised in the master plan. Doug
2 DiCarlo presented a very good briefing. And on
3 top of that, he was also very -- very receptive
4 to input. He took notes and listened.

5 Number two, 8 November, we're going to have
6 another Young Eagles event. And once again, Bill
7 Gardner is going to run that. And item three, I
8 want to thank you. The agenda was on the website
9 as promised. Thank you.

10 CHAIRMAN GREEN: Good. Thank you. Aviation
11 Career? Bjorn?

12 6.E. - FLORIDA AVIATION CAREER TRAINING

13 CHAIRMAN GREEN: Don't see him here. And
14 Mr. Burnett?

15 6.F. - AIRPORT AUTHORITY ATTORNEY

16 MR. BURNETT: Very briefly, I think this is
17 more for the benefit of the public than it is for
18 the Authority members, because certainly y'all
19 know what's going on with the litigation after
20 the last executive session.

21 But I will very briefly say that the Earth
22 Tech mediation was unsuccessful, not to say that
23 the parties will not mediate the case further in
24 the future, but at this stage, it is going
25 forward towards trial. We'll have a further

12

1 update next month. And then the rest of my
2 comments will be later.

3 CHAIRMAN GREEN: Do you want to reserve that
4 for the Ponce?

5 MR. BURNETT: Yes.

6 CHAIRMAN GREEN: Okay. All right. That
7 puts us down to action items. Mr. Wuellner,
8 project update?

9 MR. COX: Can you see everything all right?

10 CHAIRMAN GREEN: Yes. Can you?

11 MR. COX: Yeah. I'm all right.

12 7.A. - PROJECT UPDATE

13 MR. WUELLNER: Okay. Items to be covered
14 today in project updates include the TVOR

15 relocation; the northeast development area; the
16 terminal project, Phase I and Phase II; the
17 airport maintenance facility; Taxiway Bravo,
18 including the aircraft parking stand; the land
19 acquisition effort in Araquay Park; and the
20 Airport Master Plan which will be updated by LPA
21 Group.

22 TVOR, just to go over equipment and shelter,
23 obviously expected in -- in early December.
24 Permitting and licensing is -- continues
25 underway. Application -- all major applications

13

1 have been submitted and just waiting action by
2 the various alphabet agencies.

3 Access work to the site has been completed.

4 Electrical work will be completed in late
5 November at this point. We've got all the
6 underground stuff. The transformers and that
7 will be in toward the end of the month, end of
8 November.

9 Installation, tuneup, preliminary flight
10 check scheduled with Thales in December of 2003.
11 It looks like publication for instrument purposes
12 probably won't occur till the March publication
13 of the instrument approach procedures, just based

14 on the time line. But once it's passed
15 inspection, which we expect to be late December,
16 early January, it will be usable for VFR. It
17 just won't have an instrument approach published
18 with it until that time.

19 So, that's kind of where it is right now.

20 Do we have questions on the VOR itself?

21 (No questions.)

22 MR. WUELLNER: Okay. Northeast development
23 area, hangar 5 work is -- is ongoing. The office
24 buildout's ongoing. Most of the roof's in place.
25 One of the two bays is complete. Getting finish

14

1 work in now. The door systems are -- excuse
2 me -- are being installed. At this point, hangar
3 6 finish work is going on. Drywall is being hung
4 in the office area. Interior of the hangar's
5 largely complete. Again, main doors going on.

6 Hangar 7 is dried in. It's all under roof.
7 However, it's still got -- it's just beginning
8 the Drywall effort and studding effort on the
9 inside.

10 And paving work should be continuing here in
11 the next week or so, with asphalt work to follow
12 very shortly thereafter. And we're looking at

13 late November, early December for completion for
14 most of these.

15 The terminal project, Phase I, flight school
16 move-in is completed. Paving work was completed
17 actually week before last. Minor warranty work
18 and punch list items are going on, including the
19 interior of the main doors of the hangar. That
20 work should -- the hangar door work on the inside
21 should be -- begin this week. And we're
22 expecting a C.O. probably within the next three
23 weeks at the rate we're going. Project meeting
24 is scheduled for tomorrow morning on this with
25 the bonding company on-site.

15

1 Phase II canopy project, county permits were
2 received Friday of this last week. So, it is
3 finally under permit, and completion is still
4 scheduled first part of the new year.

5 The old slab has been raised and removed.
6 The site is, for the most part, prepped. They'll
7 have electricians and -- and the like in here
8 this week, and we should be looking at doing some
9 footer pours, digging and pouring probably next
10 week at the rate it's going. So, these guys, if
11 they follow the same form they do with the tower,

12 they'll be in and out as quickly as -- as
13 possible.
14 Air -- airport maintenance facility, you
15 probably were aware that we -- we had to redo --
16 do a little reconfiguration on the site. That --
17 that work's been largely completed for purposes
18 of plan development.

19 The historical survey work that was required
20 as a new -- a relatively new county requirement
21 has been submitted to the State that -- that
22 work's been completed and submitted to the State.
23 And the project's currently with DRC committee
24 here at the county, and we'll go right on to
25 permitting from that point. We don't anticipate

16

1 having to do any rezoning. And completion is
2 anticipated for second quarter of 2004 at this
3 point.

4 Taxiway Bravo, all of the grants have been
5 executed. All items were funded, just to
6 reiterate that. Preconstruction meeting and
7 contract review -- the review is underway now.
8 Preconstruction meeting will likely occur within
9 the next couple of weeks, with notice to proceed
10 to follow shortly thereafter, once everybody's

11 signed off on the documents. Construction should
12 begin by the end of -- end of the month or very
13 early in the month of November. Completion
14 anticipated again for early -- or first quarter,
15 I should say, of 2004.

16 Land acquisition, Araquay Park, we -- on our
17 behalf, the realtor has made contact with those
18 properties left in Araquay Park. Twenty-four
19 owners have made contact back in one form or
20 another. All but four properties at this point
21 are moving forward, with more than a dozen
22 appraisals having been ordered at this point.
23 Several have been completed and negotiations will
24 continue this week with those that have already
25 got appraisals on file.

17

1 We do know of at least three owners who have
2 indicated to the Authority that we will need to
3 move to eminent domain. At this point, they're
4 not willing to do that voluntarily. Of course,
5 they -- you know, as always, they have the
6 right -- not only the right to do that, but they
7 have the right to change their mind all the way
8 up to the end, too.

9 So, that process will be ongoing. And I

10 suspect that we'll be here in November with a
11 list of those who have pretty much said they're
12 going to eminent domain with a request to the
13 Authority to move -- begin moving through that
14 process, because it does take a bit of time to
15 get up and running. There's some very specific
16 legal requirements that have to be done to -- to
17 begin that effort and do that more formally.

18 So, once we have that list together,
19 we'll -- we'll have that to you at the November
20 meeting, and you can take action whether you're
21 going to do that or all or some or whatever that
22 decision might be in November.

23 MR. GEORGE: Do you know if the three owners
24 that have indicated that, if they are east of
25 Casa Cola or west of Casa Cola?

18

1 MR. WUELLNER: I know one -- one is east.
2 I'm not sure. I know one is west, also. But I'm
3 not sure of the third.

4 MR. GEORGE: Okay.

5 CHAIRMAN GREEN: Mr. Ciriello?

6 MR. CIRIELLO: Madam Chair? I --

7 CHAIRMAN GREEN: I just want to make sure,
8 because we're going to open this to public

9 discussion and then board discussion, so...

10 MR. CIRIELLO: Well, I know, but I want
11 to -- Ed, it says all but 20 -- or 24 owners have
12 made contact, and all but four are moving
13 forward, and then the three down here in the
14 bottom.

15 I've had in my mind a while now -- I don't
16 know how anybody else feels, but, you know,
17 there's a saying like if somebody accuses you of
18 something, that you have the right to face your
19 accuser.

20 MR. WUELLNER: Uh-huh.

21 MR. CIRIELLO: I was just wondering if it
22 would be, I don't know, beneficial to anybody --
23 it would to me -- if all of these people that are
24 affected, whether they said, yeah, we'll sell, or
25 they're not sure or whatever, if we could have a

19

1 special meeting and send them a letter, if they
2 want. And if they don't want to, that's their
3 choice. And have them sit out here and address
4 the board, and the board sit here and eyeball
5 them back and forth to why we're going to do what
6 we're going to do or whatever, and let them have
7 their say personally to us rather than through

8 letters. I would like to see something like that
9 done. I don't know how anybody else feels or
10 even if they feel that way.

11 MR. WUELLNER: Right.

12 MR. CIRIELLO: But I know if it was me and
13 they was going to take my property, that I'd want
14 to look you in the eyeball and talk to you
15 direct.

16 MR. WUELLNER: Those that are going to move
17 through eminent domain, I think as a courtesy,
18 we'd be letting them know anyway that this matter
19 would come up -- is coming up for the Authority
20 discussion in November. Then you have a number
21 of very public things that have to happen between
22 now and actually acquiring the property. So, you
23 know --

24 MR. CIRIELLO: Well, I -- I just think that
25 having a special meeting just for them to come in

20

1 and give their viewpoints and how they feel, that
2 it would be beneficial for this board to sit here
3 and look them right in the eye and we look them
4 in the eye. And I'd like to see that happen, if
5 they want to. Now, of course, if they don't,
6 that's their choice. But I kind of feel strongly

7 about that.

8 MR. WUELLNER: Well, that's -- that's up to
9 you guys.

10 MR. CIRIELLO: Any of you guys have any --

11 CHAIRMAN GREEN: Well, I need to finish
12 the --

13 MR. CIRIELLO: Okay. Okay.

14 CHAIRMAN GREEN: -- presentation. That's
15 what I said; I need public discussion and then
16 board, and we can discuss it.

17 MR. CIRIELLO: All right.

18 CHAIRMAN GREEN: Anything else on the
19 project update on Araquay Park? Mr. Wuellner?

20 MR. WUELLNER: No.

21 CHAIRMAN GREEN: Okay. And we also now have
22 the master plan update.

23 MR. DiCARLO: Doug DiCarlo with the LPA
24 Group. And just to give you a quick update since
25 the last meeting. We continued on with the final

21

1 inventory, data collection, which got us going on
2 the aviation activity forecast. And also, we
3 were able to start commencing the air service
4 study.

5 Also, since the last one, as indicated by

6 John, we were able to finally sit down and give a
7 presentation to the Pilots Association, let them
8 know how they would be involved through the TAC,
9 which John's the representative, and gave them,
10 as he indicated, a lot of chance for input and
11 hopefully in the future will be able to go
12 through John.

13 Last Friday, we had the kickoff meeting for
14 the full TAC. That was done right here. Gave
15 everyone an idea of how they would be involved
16 and talked about the schedule, as we did with you
17 last time. Which brings me to about the end of
18 the month, we're going to try to get out as soon
19 as we can, but October 31st, we should have
20 working paper number one out to everybody. That
21 will, of course, include the entire technical
22 advisory committee and, of course, all members of
23 the board. With the first TAC meeting being on
24 November 7th, where once we get their input,
25 we'll -- we'll respond to that or turn it around

22

1 and see how we need to -- to react to it. And
2 then we'll come back here next month and make a
3 report to the Authority and get your input on
4 that working paper.

5 So, you should have well over, I guess at
6 least two weeks, to have working paper one in
7 front of you. That's about where we stand, just
8 for a brief update.

9 MR. WUELLNER: Actually, I think it's one
10 week this time. We get two from this point
11 forward.

12 MR. DiCARLO: Well, okay. Yeah. You'll
13 have the working paper for two weeks, but we only
14 have about a week to respond to TAC input.

15 CHAIRMAN GREEN: Okay. Thank you.

16 MR. DiCARLO: Any questions?

17 (No questions.)

18 MR. DiCARLO: All right. Thank you.

19 CHAIRMAN GREEN: Is that all for the project
20 updates, Mr. Wuellner?

21 MR. WUELLNER: Yes, ma'am.

22 CHAIRMAN GREEN: I'd like to open up to
23 public discussion, and then --

24 MR. GORMAN: Excuse me. There was -- there
25 was a project update that I requested of

23

1 Mr. Wuellner before that was -- he said he would
2 add to project updates, I haven't heard.

3 MR. WUELLNER: That was the --

4 MR. GORMAN: That was the salvage.

5 MR. WUELLNER: The salvage, our guys are
6 putting the inventory together. I -- we did not
7 have it ready yet for you. The information on
8 the --

9 MR. GORMAN: On the phase II building.

10 MR. WUELLNER: -- phase II building. Right.

11 MR. GORMAN: And also the status of the
12 salvage on the houses.

13 MR. WUELLNER: The salvage on the houses,
14 there are ten contracts out for demolition that
15 was approved a couple of months ago from you.
16 The interim, the last -- about the last ten days,
17 most of -- or many of those units have been being
18 used by the St. Johns County Fire Rescue
19 District, in their training effort, doing rescue
20 training, collapse training, and the like.

21 The first of the demolitions should begin
22 the end of this week. The permit applications
23 are -- are in and waiting the last of the --
24 they're actually for the homes themselves.

25 The reports that are required -- there

24

1 were -- I believe one of them required a
2 historical review. That report's been sent to

3 the state. Is still coming back, but they're --
4 they're about to go here shortly.

5 MR. GORMAN: And the auctioning of possible
6 revenue for the -- we were going to auction --
7 some of them, it was possible that you put them
8 up for auction if there was no better --

9 MR. WUELLNER: Actually, based on the
10 reports, there -- most of them were in not a
11 shape to be able to be moved, the homes
12 themselves.

13 MR. GORMAN: I was just wondering what
14 happened.

15 MR. WUELLNER: There may be some in the
16 later groups that may have that possibility.

17 MR. GORMAN: I just wondered why we
18 didn't -- why we didn't discuss them --

19 MR. WUELLNER: These were --

20 MR. GORMAN: -- when we had the update.
21 Okay.

22 MR. WUELLNER: Well, these, we had --
23 because of their condition, it has to have razed.

24 CHAIRMAN GREEN: Okay. We'll open up to
25 public discussion on any of the project updates.

2 CHAIRMAN GREEN: Okay. Seeing no public
3 comment, board discussion on any of the updates?

4 I think, Joe, you wanted to --

5 MR. CIRIELLO: No. I -- I had my say, but
6 since you put it up for public, and if nobody out
7 there wants to comment about they'd rather --
8 like to come in and have the opportunity to meet
9 with the board about their property in Araquay
10 Park, I don't know if it'd be proper for me to
11 make a motion to send out letters and tell them
12 we'll have a special meeting if they are willing
13 or whatever.

14 If -- if nobody's going to, you know --
15 affected has anything to say about it, I don't
16 know what I could do to -- to push that thought.
17 It's just that if that was me, I'd like to have
18 that opportunity.

19 MS. MUSSELLS: I'd like to make a comment.
20 My name is Martha Mussells.

21 CHAIRMAN GREEN: Excuse me. I closed public
22 comment. I can do it again. I think the board
23 needs to discuss. Of course, I'll be glad to --
24 we'll bring you up at the end of the board
25 discussion. Is there any more board comment

1 about the --

2 MR. GEORGE: I could support Joe's --

3 Mr. Ciriello's thought about having an open

4 board -- you know, a special meeting just for

5 that purpose. It might be one that we wind up

6 canceling because nobody calls in to do it, but I

7 think it would be a good idea.

8 CHAIRMAN GREEN: Do you want some kind of

9 confirmation? I mean, other than just putting it

10 out there and then we come here and nobody's

11 here. I mean, do we need --

12 MR. WUELLNER: Do you want to just create an

13 agenda item at the next meeting for that purpose,

14 and if there are people --

15 MR. COX: That's a good idea.

16 MR. WUELLNER: -- notify them versus --

17 MR. COX: I think once we get closer to the

18 point where we're going to have to go through

19 eminent domain, if we want to offer that ability

20 of the people, we can -- we can develop a special

21 meeting and they can come in if they want to do

22 that. That's fine. Send out a letter and do it.

23 CHAIRMAN GREEN: Yeah. I'm more in favor of

24 that for right now. Let's put it on as an agenda

25 item. If we see the input, and they want to have

1 a special meeting, then we can do that then.

2 MR. GEORGE: Sounds good to me.

3 CHAIRMAN GREEN: Okay.

4 MR. CIRIELLO: Oh, I just now -- I got a
5 thought on that, from what Mr. Cox said. Ed,
6 remember a while back, I asked you if there was
7 any way to re-envision this thing and draw it up
8 and design it to build hangars and that, and if
9 there's anybody that doesn't want to be moved,
10 that we could leave them alone and build around
11 them or whatever, if that would be feasible. And
12 I don't -- I haven't heard anything like that.

13 But in what Mr. Cox said, I would like that
14 thought throwed out there, that somehow we could
15 offer a plan that -- as you-all know, I won't go
16 that way, that -- and if I could convince anybody
17 else to do that way, we would have an alternate
18 plan -- if we don't go eminent domain and force
19 these people out, that we would have an alternate
20 plan that we could build even while they stay
21 put. Do you get what I'm saying, Mr. Cox?

22 MR. COX: I understand, but I think it's
23 going to circumvent the whole purpose of trying
24 to -- to move our property, expand outward, if we
25 have --

1 CHAIRMAN GREEN: Pockets?

2 MR. GEORGE: Maybe that could be something
3 we'd hold till next meeting. That's when
4 Mr. Wuellner will come back and tell you where
5 the properties actually exist.

6 MR. CIRIELLO: Yeah. Well, just in case I
7 forgot, I wanted to get it on the minutes so that
8 I don't lose the thought.

9 CHAIRMAN GREEN: Any further board
10 discussion on the project updates?

11 (No further board discussion.)

12 CHAIRMAN GREEN: Okay. Hearing none --
13 ma'am, does that answer any of your questions, or
14 do you still need to make a comment?

15 MS. MUSSELLS: No, I just wanted to make a
16 comment. What good would this meeting do?

17 CHAIRMAN GREEN: I'll need you to approach
18 and state your name and everything, please.

19 MS. MUSSELLS: My name is Martha Mussells,
20 395 Indian Bend Road. And I'm just wondering
21 what good would this meeting do, this public
22 meeting do in order to save the residents'
23 property?

24 CHAIRMAN GREEN: That's why I'm saying, I
25 don't think we're going to do a special meeting

1 yet. But we're going to put it on an agenda item
2 for our regular meeting so you know what's going
3 on and what decisions are being made, and to come
4 up and speak at that point in time.

5 But unless we see enough input -- tell your
6 neighbors or whatever -- if you feel like you
7 want a special meeting, then as an agenda item
8 next time, let us know and we will. Yes, ma'am?

9 MS. WILLIS: Mary Tarver Willis, 180 Indian
10 Bend Road. I repeat what I said to you four who
11 were here last month, my property is not for
12 sale. My house has been here for 68 years. You
13 have no right to presume you can take my home
14 away from me and force me to move.

15 CHAIRMAN GREEN: Thank you.

16 MS. WILLIS: I will be at the meeting.

17 CHAIRMAN GREEN: Thanks. Okay. Closing
18 public comment again. Our next item, I just want
19 to interrupt it briefly. I saw Mr. Maguire. Did
20 you have any report from the commissioners?

21 6.A. - COMMISSIONER MAGUIRE

22 COMMISSIONER MAGUIRE: No. No, ma'am.
23 Everything's going well.

24 CHAIRMAN GREEN: Okay. Thank you. Next

25 will be our added item then, the Ponce.

30

1 MR. BURNETT: Yes. Thank you.

2 CHAIRMAN GREEN: Mr. Burnett?

3 7.B. - PONCE DE LEON DEVELOPMENT

4 MR. BURNETT: One of the things -- to start

5 with, one of the things that we went over a month

6 ago was how to protect the airport in contact

7 with the city and the county in -- in items

8 beyond just the Ponce development. And in going

9 through that process, one of the things that I

10 brought back to the board was an avigation

11 easement as a suggestion, aside from other

12 land-use measures that we may request.

13 But an avigation easement might be an

14 effective way with future development to ensure

15 that the Airport Authority is protected,

16 protecting such things as complaints from, not

17 just noise, but vibration, particulate matter,

18 anything that may become objectionable or

19 might -- someone might take exception to.

20 With that in mind, one of the things that

21 occurred subsequent to my drafting the avigation

22 easement in our last meeting was the City of

23 St. Augustine met last Monday, and Mr. Wuellner

24 was there, Mr. Gorman was there, myself, and a
25 couple of other attorneys from Rogers Towers.

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1 George McClure and Susan Bloodworth were there.

2 And we never got the opportunity to get up
3 and speak at the meeting, because it was quite
4 lengthy with the Appellant presenting their case
5 as to why the planned development should be
6 denied. That meeting has been continued to
7 tomorrow at 5 o'clock.

8 In the interim, though, considering that we
9 were there -- and what we had done prior to
10 that -- let me back up one moment. Prior to the
11 meeting last Monday, we had written the DOT to
12 request that -- from the DOT for technical
13 assistance in what impacts that development might
14 have, what things should the Airport Authority be
15 concerned about from the airport, and -- I mean,
16 from that development, and additionally, what did
17 the DOT think of our avigation easement and the
18 like.

19 One of the things that we got back was a
20 letter from Richard Null, and I think y'all have
21 been copied with a letter on that previously. It
22 wouldn't be -- I'm not sure it's in your packet

23 today. But Richard Null is the aviation
24 operations administrator for the Florida
25 Department of Transportation.

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1 One of the things that he conveyed to us
2 that it is a good idea to have the aviation
3 easement. He thought it was a -- it was a worthy
4 thing to be requesting generally, not just of the
5 Ponce development. Additionally, because the
6 City of St. Augustine has not implemented airport
7 zoning regulations, under Chapter 333 of the
8 Florida Statutes, the DOT will have jurisdiction
9 over the Ponce development.

10 The City of St. Augustine was required since
11 the 1970s to have implemented airport zoning
12 regulations, and they have not. That's part of
13 the reason why perhaps this board has been more
14 active in relation to the City of St. Augustine
15 on this issue in particular.

16 It will require the developer to get
17 approvals for certain structures at the Ponce.
18 The DOT will be the one to review those things.
19 One of the things that Mr. Null cites to is that
20 dwellings, residential dwellings with roof height
21 in excess of 30 feet will require notification to

22 the FAA and may be something that they look at
23 and scrutinize with -- that the state will look
24 at.

25 Additionally -- so that was what -- what had

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1 transpired prior to the City of St. Augustine
2 meeting. Additionally, we took Mr. Null's
3 response to us and our letter to -- from -- to
4 Mr. Null at the DOT, and forwarded those to the
5 city, to each city commissioner, so that they
6 would know our position and know that it was a
7 concern for the Airport Authority, and a copy of
8 the avigation easement, requesting them to
9 condition the approval for the development with
10 them executing the avigation easement.

11 After the meeting, which went quite lengthy
12 to 11:30 or so -- I can't remember exactly --
13 Mr. Stokes, who is a principal with the
14 developer -- the development company, requested a
15 meeting, and I was -- I did not attend that
16 meeting; I had a conflict. But Mr. Gorman and
17 Mr. Wuellner and George McClure from our office
18 met with Mr. Stokes and discussed alternatives to
19 try and address the airport's concerns. Although
20 I wasn't there, again, I believe Mr. Stokes has

21 indicated that he would like to work with the
22 airport.

23 I can tell you that subsequent to that
24 meeting, we worked on drafting something, either
25 in addition to or alternative to the avigation

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1 easement. And this was drafted by Rogers Towers.

2 And one of the things that it has is some
3 potentially additional requirements that you
4 would not have in the avigation easement related
5 to construction standards. And if I might, I'll
6 use the overhead very briefly. You can put that
7 up there.

8 Y'all have this in your packet. It's titled
9 Airport Impact And Noise Requirements. I figured
10 I'd put it up on the overhead so the folks in the
11 audience can take a look, too. They will not
12 have copies of this or have not seen it. For the
13 most part, it attempts to address the things that
14 you have in the avigation easement.

15 One of the things that came out of -- and
16 I'll back up for a moment. One of the things
17 that came out of that meeting is, in concept, I
18 believe the developer indicated that the
19 airports -- the requirements that are in the

20 County's overlay district, in its Land
21 Development Code, might be acceptable in some
22 form.

23 An additional thing that came out of it was
24 that a height limitation of 35 feet might be
25 acceptable. So, that's what we went to to put

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1 into our Airport Impact And Noise Requirements.

2 Basically, you'll see in this section here
3 (indicating), All future structures, whether
4 residential, multifamily, or commercial, will be
5 limited to 35 feet. Additionally, all structures
6 will be limited to the FAA Regulation Part 77,
7 which has its own requirements.

8 Naturally, existing structures -- because
9 there are structures out there that are
10 multifamily out there, that I believe will
11 continue to remain, are the condominiums and the
12 like. The existing structures on the property
13 will be allowed to remain.

14 We'll get to the meat of it here that is I
15 think the more important part. "Other
16 Limitations," this is really coming out of the
17 aviation easement where we talked about things
18 like not having light patterns on street corners,

19 streetlights or -- or such, that would interfere
20 or confuse aircraft. That's in this section up
21 here (indicating).
22 Smoke and other visual hazards. Electrical
23 interference; naturally, we don't -- we don't
24 want something over the development that is going
25 to interfere with navigational or av -- or radio

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1 communication.

2 Natural vegetation or growth would be
3 limited or need to be trimmed, and the airport
4 would have the ability to enter onto the property
5 to remove a tree or natural growth.

6 "Public Notification Requirements." This
7 was in our avigation easement. Just appears here
8 in a different form. Basically, it would require
9 the developer to inform future purchasers that
10 they are next door to an airport and that they
11 will be subject to airport noise or the like or
12 aircraft overflights that may be objectionable.
13 That's in this section here (indicating).

14 The other thing which comes out of our
15 avigation easement is the Waiver of Claim, that
16 they would agree to waive a claim to bring a
17 lawsuit against the airport for these sorts of

18 things, noise and the like.

19 We've added in some "Prohibitive Uses,"
20 mobile homes, mobile home parks, manufactured
21 dwellings, hospitals. Some of these deal with
22 structures or uses that would be more susceptible
23 to noise. Other ones deal from the safety and
24 hazards standpoint of having large gatherings of
25 people at the end of or in proximity to the end

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1 of a runway. That's part of our prohibited uses.

2 Now, the meat of what's different or what's
3 in addition to what we originally would have in
4 our aviation easement, is the "Residential Noise
5 Level Reduction." It requires a 30 decibel
6 reduction in the ambient noise from exterior to
7 interior. And there's two ways that we've
8 provided for or proposed to provide for them to
9 reduce the noise, either through design standards
10 or for -- from performance standards.

11 The Design Standards we've set forth below
12 and we'll talk about. Performance Standards, if
13 they have some engineer or an acoustician that
14 can certify that it's going to make that noise
15 reduction through some other means, then fine.

16 The "Design Standards," though, basically

17 this is the way that you tell them what would be
18 acceptable construction methods in order to
19 reduce the -- the noise.

20 "Exterior Walls," you can see that this
21 deals with concrete block and the minimum
22 thickness of concrete block. If it's brick
23 veneer, there's additional requirements. Siding,
24 there's additional requirements for siding. All
25 of these measures are there to attempt to reduce

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1 the noise.

2 You'll see, going down, there's some common
3 sense things; no direct openings, such as mail
4 slots from the interior to exterior. Chimneys
5 should be fitted with well-fitted dampers.

6 Additionally, we've got interior wall
7 structures related to the side -- the thickness
8 of ceilings, concrete slab pouring. Fire --
9 fireplaces should be provided with glass doors.
10 And fireplaces in bedrooms are not allowed.

11 And you say, "Well, why is that?" If you've
12 ever sat next to a -- next to a fireplace and you
13 hear a plane go over, they do radiate more noise,
14 and they are cause for -- and I learned this on
15 the Internet, I'll confess. They are cause for

16 more complaints when they're in bedrooms, because
17 the noise coming down, maybe not through the
18 brick chimney, but through the more modern metal
19 or tin chimney, creates more noise.

20 Yes, sir, Mr. Gorman?

21 MR. GORMAN: Let me interject something
22 here. I'm speaking for myself, but I have the
23 rest of the board here if they want to comment or
24 correct. But myself, I don't think our intent --
25 my own intent in bringing -- in trying to bring

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1 this thing up was not to -- not trying to impede
2 the construction of this.

3 We have no issue with -- with -- I don't
4 think the board, myself, I have no issue whether
5 it's bought or not -- whether it's actually
6 constructed or not.

7 But with the history of litigation, when you
8 have high density, higher-income people that
9 actually inhabit very close proximity to an
10 airport, there is -- it's not when -- it's not
11 "if"; it's "when" you have litigation against an
12 airport. And so the whole object of our game
13 here is just comprehensive wording to protect the
14 airport from crank or frivolous lawsuits, period.

15 But my own thought is to try to get the
16 least onerous, the least inhibitive wording in
17 there, so that you are not actually, oh,
18 compromising the developer's rights to just do
19 business. But something that is protective, but
20 is not too onerous.

21 In other words, there may be some compromise
22 there, but I don't know how much. I don't
23 know -- you know, in other words, the fireplace
24 makes my own -- just common sense makes me -- my
25 eyebrows go up. How can you dictate you cannot

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1 have a fireplace? However, the per -- you know,
2 performance makes common sense to me. If it can
3 be demonstrated this performs well, then why not?
4 So, that's the whole thought.

5 MR. BURNETT: I understand. I'm just --

6 MR. GORMAN: I'm doing this for the
7 public's, you know, consumption, and really for
8 Mr. Stokes, too. I mean, it's -- that's my own
9 thoughts. I don't know what the thoughts of the
10 rest of the board it.

11 CHAIRMAN GREEN: I'd like to keep to our
12 agenda and let Mr. Burnett finish and open --

13 MR. GORMAN: That's fine.

14 CHAIRMAN GREEN: -- it up to public comment
15 and let the developer, and then we can banter
16 that around.

17 MR. GORMAN: We can -- I know, but...

18 CHAIRMAN GREEN: Okay. Go ahead, Mr. --

19 MR. BURNETT: I will address Mr. Gorman's
20 point, because I think it's well taken.

21 Continuing on, there's related to interior
22 walls and construction techniques, fireplaces.
23 Roofing, this is not too far out of the ordinary,
24 for roof sheathing to be continuous and at least
25 three-quarter-inch thick. Very oftentimes,

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1 locally, you have five-eighths in the state
2 already being used.

3 It doesn't allow for skylights unless they
4 are -- they meet a certain noise requirements.

5 Use of cathedral ceilings, this might be
6 misleading at first. Cathedral ceilings aren't
7 allowed unless they have the artificial space in
8 between. This is mainly to prevent a roof, then
9 the rafters and then a ceiling right connected to
10 the rafters where there's not a space in between
11 to limit the noise.

12 The other thing is a medium -- a minimum

13 number of ceiling penetrations and limiting the
14 number of gravity air vents in the roof, a
15 minimum number required by the building code so
16 there's less ways for noise to get into the attic
17 space, which presumably is going to keep more
18 noise from the interior.

19 There's window requirements as to gaskets,
20 noise requirements, additional requirements for
21 windows on bedrooms.

22 As far as doors, there's requirements
23 related to exterior doors being solid
24 construction, a minimum thickness for glass on
25 exterior doors, and additional requirements for

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1 interior bedroom doors.

2 Let me say real quick related to this, a lot
3 of these construction standards are not something
4 that I created, but rather something that were
5 pulled from other jurisdictions. In fact, the
6 sort of framework that I used to pull from was
7 from the city of Highlands in North Carolina --
8 High Point, North Carolina, excuse me.

9 One of the things that I wanted to do was to
10 make sure I brought to the Airport Authority
11 everything that's available out there, not

12 necessarily that you're going to decide to
13 require this. It may be something that the --
14 that the developer finds acceptable.

15 In -- in talking with the developer's
16 attorney, John Bailey, over the weekend, and
17 additionally today, potentially that -- that
18 framework might be something that's acceptable to
19 them.

20 You will see the one thing that you have is
21 those Airport Impact And Noise Requirements in a
22 strike-through underline version up there in your
23 package. That strike-through underline version
24 is the comments that we have received back from
25 the attorneys for the developer.

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1 There are some things in there that may not
2 be acceptable to you. The only thing that I
3 would point out in particular that they would
4 want to strike out is the waiver of a claim,
5 which goes back to Mr. Gorman's point, is that
6 the airport does not want folks to be able to
7 come back and sue the airport when they move in
8 there and they have noise. I think that's been
9 expressed.

10 MR. GORMAN: That's the whole point --

11 MR. BURNETT: And that's --

12 MR. GORMAN: -- of the matter.

13 MR. BURNETT: And that's Mr. Gorman's whole
14 point. And that part has been stricken from our
15 proposal. That's in section 7.

16 Overall, after that, there are -- they -- in
17 concept, they would like to limit -- and what's
18 been explained to me, they would like to limit
19 these construction methods and -- and other noise
20 limiting factors to the northern part of the
21 property that's closest to the runway. That's
22 something that the board may or may not want to
23 consider.

24 You may want to ask for the expertise of
25 your own executive director on -- on that and

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1 other parts of this. Certainly, they're going to
2 experience noise. If you've golfed at the Ponce
3 and heard the jets fly over you -- you hear
4 noise.

5 The other -- the only other parts that they
6 had in there that they see, from a generalized
7 point, is they had some strike-throughs on some
8 of the construction techniques that we are
9 proposing. A lot of the construction techniques,

10 they did not have objection with.

11 I don't know that the -- with -- the 65 DNL
12 line is -- is sufficient to cover your concerns
13 and goes out far enough to cover your concerns on
14 the entire Ponce property.

15 The other thing that you have there that
16 Mr. Wuellner has provided to you is the St. Johns
17 County Airport Overlay District. And you can see
18 from that map and the boundaries that it's not
19 just the -- the -- from a -- from the county
20 zoning standpoint and the county's overlay
21 district, if the property was not annexed into
22 the city, you can see that it's well within the
23 area which would contain the airport -- excuse
24 me.

25 I don't want to misspeak. Let me stop for a

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1 second. A good part of it is within the -- the
2 Airport Overlay District for the county, and
3 that's that part in pink.

4 So -- the only other thing that you have is
5 a two-page agreement. The two-page agreement
6 that I've given you is if the developer were to
7 agree to the Airport Impact And Noise
8 Requirements that I've provided you, the

9 agreement is how the airport implements that.

10 If the developer's going to agree to these
11 airport construction standards and noise
12 reduction measures, the agreement that would be
13 signed by the developer and the Airport Authority
14 would require them to put that in their master
15 declaration of covenants and restrictions. That
16 way, we know it is -- those requirements are
17 going to be binding on purchasers.

18 Additionally, the airport then becomes a
19 third-party beneficiary so that the airport could
20 sue to enforce these requirements. And it
21 wouldn't be a situation where the airport had to
22 rely upon the City of St. Augustine to enforce
23 these requirements.

24 That's about all I have at this time. You
25 may want to ask for the developer's comments or

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1 have your own comments.

2 CHAIRMAN GREEN: Yeah. If that's all your
3 presentation, I do want to open it up to the
4 public, which I would defer to the developer. I
5 don't know if Mr. Bailey or Mr. Upchurch, I
6 didn't know who was going to --

7 MR. UPCHURCH: Madam Chair and gentlemen of

8 the board, I'm Hamilton Upchurch, and with John
9 Bailey represent the developer of this particular
10 property. And --

11 CHAIRMAN GREEN: Mr. Upchurch, same thing
12 they did to me: Can you put the microphone down?
13 Thanks.

14 MR. WUELLNER: Move it in a little more.

15 MR. UPCHURCH: I'm sorry.

16 MR. WUELLNER: Move it in more.

17 MR. UPCHURCH: Ordinarily, I don't like to
18 complain, and I won't complain much this
19 afternoon. And all of this is very interesting.
20 I saw it for the first time this afternoon. And
21 we're about to make some major decisions on a
22 substantial investment of our client.

23 The -- Doug went over the Airport Impact And
24 Noise Requirements. That was the printed
25 document that he -- he predicted -- he projected.

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1 That was given to Mr. Bailey Saturday. And it's
2 very difficult to even discuss, let alone agree,
3 on such short notice. Actually, we don't have at
4 first blush as many objections as I thought we
5 would. But what I would like to ask, the
6 question, this yellow line, what is that yellow

7 line (indicating)?

8 MR. BURNETT: It is the 65 dB noise contour
9 line, I believe.

10 MR. UPCHURCH: And 65 feet --

11 MR. WUELLNER: I'm guessing.

12 MR. UPCHURCH: -- decibel noise level, I
13 believe that's what that's considered.

14 Now, the major issue we'd take is we don't
15 have any quarrel with that line. We don't know
16 exactly how it impacts the developer, but -- and
17 we would -- could agree with some few changes
18 with the location of the -- or the effective area
19 of the contract projected if it's within a
20 hundred feet of that 65 decibel noise level.

21 That will not impact all of the developer's land.

22 It will develop -- it will impact a portion of
23 the north end of it that's closest to the
24 airport.

25 Like I say, that's a very vague map

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1 (indicating), and so we don't know where the
2 developer's land is in relation to that line
3 (indicating). But we are -- we feel reasonably
4 comfortable in saying that if these impact and
5 noise requirement, and the agreement, will

6 provide only for the 100 feet beyond that 65
7 decibel level, we can live with it. We can't
8 live with it affecting the entire development.

9 One comment I wanted to submit to you is all
10 these building restrictions -- Mr. -- Mr. Stokes
11 has got to sell this development. He's not going
12 to live in all of those houses. He'd have to
13 sell them. And I'm sure that some merchandising
14 of those are going to require those kind of
15 things.

16 But to prohibit a guy from having a -- a
17 fireplace in his bedroom seems to be stretching
18 to us. What difference would it make to the
19 airport? Because we're -- we're putting it in --
20 we're warning the people that it's in the plat.
21 It's going to be in the advertising material.
22 And it's going to be in the deeds that there's an
23 airport there.

24 And most people can see the airport if they
25 go up and down U.S. 1, and most of the buyers

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1 would probably go on U.S. 1 once or twice before
2 buying. We feel that those are overly
3 restrictive. But by the same token, many of them
4 are going to be in there anyway.

5 But the point that I'm making to you today
6 is it's very difficult to ask a developer or
7 anybody to agree to this much documentation that
8 affects this big an investment on this short of
9 time. And I ask you for your understanding.

10 And we can try to -- we'll work as quickly
11 as we can, but we've got to have some time to
12 thoroughly digest these documents. Yes, sir.

13 CHAIRMAN GREEN: Mr. Upchurch, I'm just
14 going to -- I want to hear all the public first,
15 and I'd ask the board members, kind of like I'm
16 doing, write down your questions. And we'll
17 probably have questions of you; I have some of
18 Ed, and -- after we close public discussion.

19 MR. UPCHURCH: Excuse me just a minute.
20 I --

21 CHAIRMAN GREEN: Sure.

22 MR. UPCHURCH: Now, we had sent back to
23 Mr. Burnett a -- he sent us this Airport -- like
24 I say on Saturday, the Airport Impact And Noise
25 Requirement which he discussed up here. We asked

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1 him to take out paragraph 7, which was the
2 waiver.

3 Doug, we've had second thoughts about that.

4 If you are insistent on it, we don't have any
5 quarrel with it. I would just, right after the
6 word "The developer," I would put that "The
7 developer may have." We want to -- we want to
8 make certain that you -- that he's not waiving
9 somebody else's rights. He'll waive his rights.

10 But, you know, there are things like that
11 that need to be a little give and take between
12 attorneys. We can't say we agree to this at this
13 time. And it's a substantial hardship on such
14 short notice. We will work very diligently to
15 come to an understanding. And that's our
16 position at this time.

17 CHAIRMAN GREEN: Thank you. Is there any
18 other public comment on Mr. Burnett's
19 presentation?

20 (No further public comment.)

21 CHAIRMAN GREEN: Seeing no other public
22 comment, I'll open it up to the board for
23 discussion, questions, whatever the board may
24 have.

25 MR. GORMAN: I have a quick one, and then

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1 I'll -- I'll -- I -- cannot we just use the most
2 important phraseology? Is not the waiver the

3 most important part of the whole thing?

4 Isn't the rest of the -- I'm asking. I'm
5 not an attorney. But is not the rest of the
6 construction details and recommendations just
7 window dressing that we don't need if we get a
8 waiver in there? Is that not the most important
9 part?

10 And I'm just -- what I'm trying to say is,
11 since he seems to want some type of a compromise
12 here, the least onerous thing, I mean, what is
13 the most important phraseology to leave in, the
14 most protective for the airport?

15 MR. BURNETT: Yeah. I think I can answer
16 that.

17 MR. GORMAN: That's my -- that's the big
18 question.

19 MR. BURNETT: The -- the -- if it's a
20 whittle it down to what's the most essential
21 thing, the most essential thing I believe, if you
22 want to ensure that the Airport Authority will
23 not be sued, is to have them sign the avigation
24 easement. I do not know that they're prepared to
25 do that.

1 The other thing that I need to make you

2 aware of is the avigation easement was the -- the
3 instrument, if you will, that we had been going
4 forward with in wanting them to sign. I
5 understand from the meeting that -- that yourself
6 and Mr. Wuellner had with the developer, that
7 did -- an alternative suggestion was made. That
8 meeting was on Thursday. I did some research on
9 Friday. And Friday night, I was working on and
10 did not finish until Saturday morning the Airport
11 Impact And Noise Requirements, these additional
12 requirements.

13 The best thing to do to protect the airport
14 would be to have, I guess the grant of an
15 avigation easement in addition to having them
16 implement the noise requirements, because in
17 reality, although an avigation easement might
18 stop folks from suing the airport, you may
19 subsequently have complaints from citizens
20 related to the noise. And to eliminate the
21 future complaints, if the construction techniques
22 are implemented, that may eliminate some of that
23 as well.

24 MR. GORMAN: So, not -- not to burn our own
25 bridge here trying to find protection, so this --

1 the avigation easement is an all-or-nothing
2 phraseology? You've got to have the whole thing
3 wrapped up into one to get an avigation easement?

4 I mean, I'm looking -- to me, I don't know.

5 I'm not a lawyer. And then I'm going to stop.

6 But the waiver is the most important part of it.

7 Is that not the most important part?

8 MR. BURNETT: I would think that if what you
9 want to do is prohibit --

10 MR. GORMAN: Right.

11 MR. BURNETT: -- people from suing the
12 airport --

13 MR. GORMAN: Exactly.

14 MR. BURNETT: -- you want the developer and
15 its successors in interest to waive their claims,
16 not just the developer. And so, anyone who buys
17 a home from the developer would have waived --
18 the developer, in effect, would have waived their
19 ability to sue the airport.

20 MR. GORMAN: And then is the rest of that
21 wording necessary to this all-important waiver?

22 MR. WUELLNER: I think --

23 MR. GORMAN: That's because I -- you know,
24 you have to --

25 MR. WUELLNER: I think the only other

1 significant part to it -- I'm leaning your
2 direction on this --

3 MR. GORMAN: Right.

4 MR. WUELLNER: -- but I think the only other
5 significant item that needs to be in there is an
6 adequate definition of what's subject.

7 You know, if we were to -- and maybe this is
8 kind of a discussion item in a sense, but, you
9 know, if we were to consider dropping standards,
10 if you will, related to construction, in exchange
11 for having the language relative to all the
12 residential development property within it -- you
13 know, I don't know whether that's something
14 that -- that the developer would consider.

15 You know, is no -- is not apply the -- you
16 know, the details of three-quarter-inch plywood
17 and things of that, is basically just say, you
18 know, you're next to the airport and the like and
19 that this property is subject to, you know, those
20 kind of impacts, noise impacts at the airport
21 periodically, and here you are warned of that.

22 MR. GORMAN: Right. Without going on and
23 on, I'm just trying to protect the airport --

24 MR. WUELLNER: Sure.

25 MR. GORMAN: -- and through out the garbage.

1 MR. WUELLNER: That's what we're all trying
2 to do.

3 MR. GORMAN: Yeah. And that's -- and that's
4 the question. Right. I don't know the answer.

5 MR. WUELLNER: Obviously, the more detailed
6 the -- the pieces and parts, the much harder it
7 is, conversely easier it is, to -- to enforce.
8 But it's -- but it gets onerous. I would agree.

9 MR. GORMAN: And there's a time problem
10 because tomorrow there's a meeting with the city
11 council.

12 CHAIRMAN GREEN: Well, and that's one of my
13 questions. What actually is going to happen at
14 the meeting? I mean, is it something that we
15 have to decide today?

16 MR. WUELLNER: To some degree yes.

17 MR. BURNETT: Yes.

18 MR. WUELLNER: And the reason is your
19 opportunity relative to the city and inserting
20 language in the PUD, that probably disappears
21 with tomorrow's meeting directly. You have
22 probably some alternative vehicles to -- to put
23 some other things in there; is that not correct?

24 MR. BURNETT: This is --

25 MR. WUELLNER: But I -- I think it gets more

1 difficult.

2 CHAIRMAN GREEN: So, this is a PUD approval
3 meeting.

4 MR. BURNETT: This is a final development
5 plan approval. They've got a PUD. They're
6 seeking the final development plan approval --

7 CHAIRMAN GREEN: Okay.

8 MR. BURNETT: -- which is the plan of
9 development, how they set out, you know, number
10 of houses, location and the like, all of those
11 sorts of things.

12 CHAIRMAN GREEN: Mr. Ciriello?

13 MR. CIRIELLO: I'd like to ask Mr. Upchurch
14 a question. I'm more or less leaning the way he
15 goes.

16 In this country, I think too many individual
17 rights are taken away by laws from federal,
18 state, county, and whatnot. And I think if
19 somebody owns something, they should be able to
20 do whatever they want, even if they make your
21 place look junky.

22 But do you know if the developer is going to
23 build the homes and then try to sell the homes
24 built, or is he going to sell the lots and it's

25 up to the buyer of the lot to design and build

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1 the home? Or is it both?

2 MR. UPCHURCH: The man's here. Let me ask
3 him. Mr. Stokes?

4 MR. STOKES: We will not be building any
5 homes. We will be selling lots to individuals or
6 to builders.

7 MR. CIRIELLO: In other words, more than one
8 lot or whatever.

9 MR. STOKES: Yeah. And let me just kind of
10 back up a little bit. We didn't create this
11 problem. I mean, this PUD was passed a long time
12 ago.

13 I mean, we're into a hearing, and every
14 month that goes by, we write a check for
15 somewhere between \$150- and \$200,000. So, we
16 feel like we were a little bit blindsided when,
17 at the eleventh hour before our hearing the other
18 day, you guys show up.

19 I mean, where were you when this PUD was
20 done, you know, a long time ago before I was even
21 involved? I mean, we haven't changed anything.
22 We're not building anything any closer to the
23 airport than we were.

24 But we don't have any problems working with
25 the airport. In fact, without any input I

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1 believe from the airport, we agreed at the
2 Planning and Zoning Board level to write into
3 our -- all our advertising material, and we would
4 have a written statement, that any buyer would
5 have to acknowledge that the airport was there.

6 So, I mean, we're trying to work with the
7 airport; don't get me wrong. And to be honest
8 with you, we can't exactly tell where that
9 line -- but it looks like to us that 65 DNL line
10 maybe affects one lot, if that.

11 So, I mean, it's not a big problem as long
12 as -- but to try to put restrictions up -- the
13 first set of restrictions that we got the other
14 day at the meeting had written into it that
15 there -- we had to notify the owners that jet
16 fuel might be dumped on them, that debris
17 might -- from planes might be dumped on them.
18 How ridiculous is that? We're not going to tell
19 our buyers that.

20 MR. COX: It's not ridiculous, sir. And it
21 may happen. That's why we have it in there.

22 MR. STOKES: Yeah. Well, we're not going to

23 tell our buyers that. You know, we might as well
24 choose up sides today because, you know, we're
25 not going to do that. That's just not --

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1 MR. CIRIELLO: Well, I can understand --

2 MR. STOKES: I mean, your director here
3 acknowledged to me that planes today don't have
4 the capability, that come in and out of this to
5 airport, of dumping jet fuel.

6 MR. CIRIELLO: Well, I can understand the
7 board wanting to protect itself, and I'm all for
8 that. But if I was going to buy one of your
9 properties and want to build a home, I wouldn't
10 want somebody telling me I can't put a fireplace
11 in my living room or I can't do this or I can't
12 do that. That's my choice.

13 And if I'll sign a waiver that I won't go
14 suing the airport because noise is coming down
15 the chimney and bothering me sleeping, that's my
16 business. But I feel that taking away individual
17 rights to people to do whatever the heck they
18 want to do is --

19 MR. STOKES: And I don't have --

20 MR. CIRIELLO: -- is pretty extreme. So,
21 I'm kind of with you guys. You build whatever

22 you want, but don't come back to us and complain.

23 MR. STOKES: The truth of the matter, we're
24 going to use the airport as a selling point. We
25 believe it's a positive to have the airport so

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1 close by. So...

2 MR. CIRIELLO: Yeah, if you get people who
3 like aviation.

4 MR. STOKES: You know, we don't have any
5 thought, and we're willing to work anything
6 that's workable for y'all that there's not
7 something that's so off the wall as the agreement
8 we got the other day, we don't have a problem
9 with it.

10 MR. CIRIELLO: Yeah. I don't care what you
11 build over there. Of course, I don't want you
12 building anything, period, to tell you the truth,
13 but you're going to do it. So, I don't care what
14 you build as long as the people won't come back
15 to us and complain about our airport. Other than
16 that, you can do whatever you want.

17 MR. STOKES: I totally understand that. And
18 I don't have a problem with that.

19 CHAIRMAN GREEN: You might want to stay, Mr.
20 Stokes. They might have some more questions for

21 you. Hate to have you walk back and forth all
22 the time. Joe, did you have any more?
23 MR. CIRIELLO: I'm done. I'm done.
24 CHAIRMAN GREEN: Mr. Cox?
25 MR. COX: You said you came into this after

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1 the fact.
2 CHAIRMAN GREEN: Excuse me, Bob, because she
3 has to (indicating).
4 (Short pause.)
5 CHAIRMAN GREEN: Okay. Sorry.
6 MR. COX: All set? You kind of insinuated
7 you came into this after the fact.
8 MR. STOKES: The PUD zoning was done long,
9 long ago --
10 MR. COX: Well, I mean, but common sense
11 dictates --
12 MR. STOKES: -- by a company called Landmark
13 (phonetic).
14 MR. COX: Common sense would dictate to me
15 that you wouldn't want to build a million dollar
16 condo right off the end of a runway.
17 MR. STOKES: We don't think we are.
18 MR. COX: You don't think you are?
19 MR. STOKES: We're not building any

20 condos -- the only place that we have designated

21 for condos --

22 MR. COX: Well, whatever -- whatever kind

23 of -- whatever you want to call it. What type

24 of --

25 MR. STOKES: Single-family homes.

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1 MR. COX: Okay. Single-family home? My

2 apology. Where exactly -- can you show me on

3 this chart or on that one where they're going to

4 be?

5 MR. STOKES: Where which will be?

6 MR. COX: The single-family homes.

7 MR. STOKES: At the end of our property.

8 Put -- you want me to come up and show you?

9 MR. COX: Yeah, sure. Come on up.

10 MR. STOKES: I believe our property line is

11 right there (indicating). And that would be the

12 closest. You can go right down, you know.

13 MR. COX: So, you're going to have -- how

14 expensive will this home be right here

15 (indicating)?

16 MR. STOKES: And we think your 65 line cuts

17 right across the corner of that lot, the best we

18 can tell.

19 MR. COX: I spend a lot of time right here
20 (indicating), which is even farther away than
21 right here (indicating), and I got to put a
22 headset on sometimes when the jets take off over
23 there for the A-6s, the Lears, the King Airs, and
24 all the other stuff because it's a tremendous
25 amount of noise and shaking and everything going

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1 on.

2 I can't imagine that a family living in a
3 house -- that's even closer than I thought -- is
4 not going to have a problem with that. And we --
5 we hear from your legal representation that, you
6 know, this is a give and take between attorneys.
7 That's fine; I'll let the attorneys have that.
8 But it's not a give and take between the Airport
9 Authority. The attorneys can handle whatever
10 they want.

11 The Authority's not here to help the
12 developer sell million-dollar homes. I'm sorry.
13 We're here to protect the airport. And I agree
14 with Joe; you can build what you want, but I'm
15 not going to hear anything from people
16 complaining about the noise because they know an
17 airport's here (indicating).

18 And there's going to be a heck of a lot more
19 than 65 decibels going over when A-6s take off.
20 And there will be aircraft coming in here that
21 can dump fuel in the future, lots of fuel. And
22 if they have an engine out on takeoff, they're
23 going to be dumping 60,000 gallons of fuel right
24 away. And it's going to -- it's going to go
25 quick.

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1 So, from my position, I would insist on the
2 aviation easement and the waiver be signed by
3 any prospective buyers of the development. I
4 just -- I've got some real problems with this.

5 CHAIRMAN GREEN: Mr. George --

6 MR. COX: That's all I have to say.

7 MR. STOKES: Let me ask you this question:
8 You're talking about an easement on our entire
9 project?

10 MR. COX: I don't know exactly how far, you
11 know, your entire project goes, but no, I
12 wouldn't --

13 MR. STOKES: Right down that coastline.

14 MR. COX: How far?

15 MR. BURNETT: All the way to the bottom
16 right corner, for the most part, and beyond the

17 map.

18 MR. COX: And beyond the map --

19 MR. BURNETT: Yes, sir.

20 MR. COX: -- what we're looking at there?

21 MR. BURNETT: The -- the white area that you

22 see at the bottom right corner are the rooftops

23 to the buildings at the Ponce resort.

24 MR. WUELLNER: Currently.

25 MR. BURNETT: So it -- currently. So, it's

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1 a little bit farther below that.

2 MR. COX: Whew. You've got -- just got new

3 construction going over right -- I just can't

4 imagine that people are going to not -- this is

5 the single biggest problem in aviation today, is

6 construction being done at airports and then

7 having them turn around and sue the airport.

8 It's continuous, all over the United States.

9 It's all over the world, actually. So, my

10 feeling would be it would be for the whole -- the

11 entire community.

12 MR. STOKES: We're not going to do that, I

13 can tell you.

14 MR. COX: That's up to you.

15 CHAIRMAN GREEN: Mr. George, did you have --

16 MR. GEORGE: Yes. Let me see if I can
17 summarize what we attempted to do, and then
18 Mr. Burnett, tell me how we got to this short
19 notice, because I wasn't aware there was a
20 meeting and the short notice or anything.

21 We met at the -- at the zoning meetings and
22 voiced our concern about noise, and the developer
23 graciously said he would take care of putting in,
24 you know, an acknowledgement that you are in
25 front of an airport when the sales is done and

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1 putting it into the covenants.

2 We then got into a discussion here and we
3 said -- I think the direction we gave you,
4 Mr. Burnett, was get us all the assurances that
5 we can that we will be protected from lawsuits
6 tomorrow and way down the road.

7 So, I don't know how we came up with we're
8 not going to let them build a fireplace, but I'm
9 thinking that what's happened is you've gotten
10 into it, and if we want to have all of these
11 protections and everything, this is the scope of
12 what you are recommending that we insist on
13 having. Is that correct?

14 MR. BURNETT: Well, I at least wanted to

15 bring to you the options and show you --

16 MR. GEORGE: Yeah. That option's no good,
17 so -- I mean, as far as I'm concerned.

18 MR. BURNETT: Yes, sir.

19 MR. GEORGE: But what -- what do we need to
20 do to ensure, you know, what we originally set
21 out to do?

22 MR. BURNETT: The -- the grant of avigation
23 easement, which I presented to the board
24 previously, is an easement related to aircraft
25 noise and other aircraft-related side effects

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1 that may be objectionable, such as fumes and
2 particulate matter and the like, vibration. That
3 grant of avigation easement.

4 Oh, and it also included distracting lights.
5 If you had a row of streetlights, for example,
6 that might distract aircraft at night. Or -- and
7 the other thing that was included in there was
8 interference with radio communication or other
9 electronics which would affect your navigation.

10 That's what the avigation easement does.
11 That's the easiest way you protect the airport.
12 And it would cover the entire parcel and
13 subsequent purchasers, so you would not have to

14 worry about future lawsuits.

15 MR. GEORGE: All right.

16 MR. BURNETT: That -- that is the original
17 document. And again, part of what the developer
18 suggested, I believe, from the meeting that went
19 on with Mr. Gorman and Mr. Wuellner, was that
20 they may in concept do something related or --
21 they may do something -- agree to something close
22 to the County's overlay district.

23 But as you may recall, when I did my
24 presentation a month ago, one of the things that
25 I discussed was Orlando, for example, has

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1 construction standards to ensure that homes
2 within a certain area meet a 30 dB noise
3 reduction. And so, in -- and subsequent to that
4 meeting, I wanted to review other jurisdictions
5 to see what else was out there and things that
6 other jurisdictions have done. And for example,
7 the city of High Point are these construction
8 standards. And the city of High Point's not the
9 only example; there's others, but it just seemed
10 to be the clearest example.

11 MR. GEORGE: I can understand Orlando, with
12 the growth that they are having there. And

13 the -- I don't necessarily think it applies to
14 us. But here's another concern.
15 We went to the state, and we found that
16 there was a state statute that the city was
17 supposed to honor or implement into their overlay
18 area.

19 MR. BURNETT: Yes, sir.

20 MR. GEORGE: So we then go to the city, and
21 we notify them that there is a state
22 requirement --

23 MR. BURNETT: Uh-huh.

24 MR. GEORGE: -- and if you don't do it,
25 FDOT's going to step in and override whatever

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1 you've done. And that's where I thought that was
2 a nice position. It forced the city to do
3 something. But it got us the assurances that we
4 were looking for.

5 And I don't understand how we've -- I beg
6 your pardon. I do understand how we've evolved
7 to no fireplaces in the bedroom, because in doing
8 your job, due diligence, you have found what
9 other localities, you know, have imposed.

10 MR. BURNETT: Yes, sir. And if I might add,
11 one -- one problem you have with the city is, I

12 don't believe, although the statute says they're
13 required to do it, actually forcing the city to
14 implement an ordinance related to a land use
15 control is not something that I believe is an
16 effective mechanism to do.

17 MR. GEORGE: Okay.

18 MR. BURNETT: And so what the statute
19 provides is the DOT then is the governing
20 authority.

21 MR. GEORGE: Okay. So, if the city doesn't
22 do it, what is the DOT going to do?

23 MR. BURNETT: Well, the -- the issue is the
24 DOT's going to do the minimum, because if the
25 city had implemented airport zoning, or in the

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1 future if we can convince them to, which is one
2 thing that this -- this Authority should try
3 and -- and accomplish, is to get the airport -- I
4 mean, get the city to implement some airport
5 zoning. The county's airport zoning is more
6 inclusive than the minimum requirements of the --
7 of the Florida Statute.

8 MR. GEORGE: Is that what --

9 MR. BURNETT: It's just common sense.

10 MR. GEORGE: -- we would like to do, is we

11 would like for the city to adopt what the county
12 had to be consistent?

13 MR. BURNETT: Yes. And I -- I don't know
14 how much property out there is left like the
15 Ponce that's close to the airport, but presumably
16 there's potential for other problems in other --
17 there are other parcels, maybe not as large as
18 the Ponce, but there are other parcels to be
19 developed.

20 MR. GEORGE: At some point in time, we'll be
21 west of U.S. 1, and so there's another big chunk
22 that's there.

23 MR. WUELLNER: But that's all county.

24 MR. GEORGE: That's what?

25 MR. WUELLNER: That's all county.

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1 CHAIRMAN GREEN: County.

2 MR. GEORGE: Oh, I see what you're saying.
3 Okay. Within the city.

4 MR. BURNETT: But -- and one other thing.
5 When -- typically, when the -- like the county
6 did, I believe that the city, if they were to
7 implement airport zoning regulations, land use
8 regulations, they would naturally get the input
9 of the airport, which again, is going to provide

10 for more regulations than what would be required
11 in the state statute minimum requirements.

12 MR. GEORGE: Okay. Other than the avigation
13 easement, the lights and the electronics, what
14 else did the county have imposed in their
15 overlay? Briefly.

16 MR. BURNETT: They have a mechanism where
17 the Airport Authority actually reviews building
18 plans when the properties are within a certain
19 area.

20 MR. GEORGE: Okay.

21 MR. BURNETT: So then you have an idea.
22 They have height limitations. For the most part,
23 they adopt the Part 77 requirements.

24 MR. GEORGE: Okay.

25 MR. BURNETT: So, the height standards for

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1 cell towers and other tall objects, vegetation --
2 I'm -- I'm pulling it here so that I can be more
3 accurate.

4 MR. GEORGE: Okay. I'm -- I'm getting the
5 picture. I think that the -- Mr. Wuellner, the
6 65 dB map -- Ed, the 65 dB map, wasn't that done
7 in like '92, '91?

8 MR. WUELLNER: Developed in '95/'96 era.

9 MR. GEORGE: Okay. So, as we add more
10 traffic, as Grumman gets more contracts with the
11 military, we're going to have bigger airplanes
12 and noise, and so that 65 dB, you know, range is
13 just going up and up.

14 So, if we set it today -- I think it would
15 be foolish of us to set it today. And knowing
16 that it's going to change and say, "Well, it
17 wasn't that way when we did it, so we don't have
18 to go along with that," I'm kind of leaning
19 toward going back to our original, which was the
20 avigation easement, the lights, the electronics,
21 and reviewing what the county does for
22 consistency there, and let that be our position.

23 But going this far with, you know,
24 construction standards, I don't think is
25 something we want to do.

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1 MR. GORMAN: The point -- the point being,
2 can you separate the two?

3 MR. COX: We can't.

4 MR. GORMAN: Meaning just as a matter of
5 compromise.

6 MR. COX: That's the problem. See, you
7 can't.

8 MR. GORMAN: I mean, that's the point.

9 MR. COX: If you require --

10 MR. GEORGE: I don't understand that.

11 MR. COX: I mean, it just -- it kind of

12 follows on. If we want -- if we want certain

13 standards to be met, but then the construction

14 standards have to be followed -- you know, if we

15 want the noise standard to be XYZ, then the

16 construction standard has to be the same, you

17 know, to comply with that.

18 MR. GEORGE: Okay. What I was looking at

19 was the avigation easement has nothing to do with

20 the noise level, the 65 dB. It's lights in the

21 subdivision so they don't interfere with us and

22 it's electronics interfering with the -- and if

23 those three items get us the protection that we

24 were asked for that we will not be sued, then

25 that's where we ought to stop.

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1 MR. GORMAN: That was my point, too. In

2 other words, what garbage could we throw out of

3 it so that his people can just sign it and we can

4 be done with this? That's what I'm trying to

5 come to. But we've got a time line problem,

6 tomorrow, and we've got the construction details.

7 How important are these? We're just doing a loop
8 here. In other words, how -- what can we throw
9 out that's not necessary? I don't know.

10 CHAIRMAN GREEN: Well, we've all had our
11 say, and I -- Bryan needs to -- wanted to add a
12 comment, too, and then the Chair wants to make a
13 comment. And then I think we need to --

14 MR. COX: I was going to ask --

15 CHAIRMAN GREEN: -- give our direction.
16 Bryan?

17 MR. COOPER: Yeah. Bryan Cooper with the
18 airport staff. A couple of comments that I
19 wanted to make that one has -- hasn't been
20 discussed at all, but is a concern of mine for
21 the future.

22 There's two things that we're talking about
23 here. One is noise complaints and doing as much
24 as we can to prevent the noise complaints. The
25 building standards does that. The more of those

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1 you implement, the fewer noise complaints you
2 get.

3 But if you implemented a hundred percent of
4 those, you're still going to have noise
5 complaints because they're also generated from

6 people outside their houses. It affects their
7 quality of life around the swimming pool and in
8 the yards and patio parties and those types of
9 things.

10 The other is the protection from lawsuits.
11 Building standards doesn't do anything for that.
12 The avigation easement is the only thing that
13 does that, and that still doesn't give you a
14 hundred percent protection. But the easement
15 travels with the property. The rest of the stuff
16 only stays with the developer and the first --
17 and possibly the first owner of the property.
18 But the avigation easement stays with that
19 property forever.

20 Now, another point that I wanted to make is
21 I just recently returned last week or week before
22 last from a noise conference, which I was
23 chairman of the state committee that put that
24 conference on. And a couple of things came out
25 in that conference that those of us that handle

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1 noise complaints at airports have known for
2 years.

3 The 65 dB line is something that we're
4 required to do for either Part 150 studies for

5 the FAA or for airport master plans. It's a
6 line, an arbitrary line the FAA chose many, many
7 years ago, going back 30-some years ago.

8 The vast majority of complaints come from
9 the 55 dB line, which is much further out.

10 That's a much -- that's 10 dB lower noise level.

11 And that's a significant difference in the amount
12 of noise. But the 65 dB, if you're inside that,
13 airports get very few complaints from that,
14 because normally the people are standing very
15 near a runway and they know it's there and they
16 expect it.

17 The 55 dB line, which goes much further out,
18 sometimes two or three, four miles further out,
19 is where the noise complaints come from. And
20 that's what we need to be concerned with, is not
21 the 65 dB line, not a hundred feet from it, but
22 the 55 dB line. That's where we're going to have
23 to deal with the complaints.

24 And another thing that we haven't discussed
25 at all is we hope in the future to add approach

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1 lighting for our instrument approach. We've --
2 we've installed an ILS here at great expense, and
3 it's being used and it's going to be used more in

4 the future.

5 The next step for that is to put, for one,
6 RAILS, or runway end identifier lights, which are
7 strobe lights that sit on the end of the runway
8 and flash 24 hours a day. Approach lighting
9 moves the strobe lights even further out, if
10 you've seen what we call the rabbit coming in.

11 And if you have people with a strobe light,
12 a very bright strobe light sitting 3- or 400 feet
13 from their front door or their back door of their
14 patio, they're going to complain about that.

15 That's not a noise issue. And we haven't talked
16 about protection from that yet.

17 We know we're going to put these lights in,
18 or we're going to try, and I would hate to see
19 that stop because you have a very expensive
20 development sitting on the end of the runway and
21 they don't like those lights. And they're not
22 going to like them. We know that. There's no
23 one that likes to sit with a strobe light a few
24 hundred feet away from them that's going 24 hours
25 a day.

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1 I just -- I wanted to make those points,
2 because those are things that came up in this

3 conference I just came back from. And like I
4 say, those things that we've known for years, but
5 we talked about them at length, and there was
6 many presentations about that. Those are
7 considerations airports need to look at.

8 It's the 55 dB line, not the 65, and other
9 considerations that don't have anything to do
10 with noise, such as lighting.

11 MR. GEORGE: If we just do the avigation
12 easement for the entire subdivision, that covers
13 the 55 and the 65.

14 MR. COOPER: Well, most airports, the
15 trend -- and this is happening in Jacksonville;
16 it's happening in West Palm; it's happening in
17 Orlando. It's -- it's not a subdivision. It's
18 normally a considerable distance out, sometimes
19 five, six miles out from the airport, and it's
20 all properties.

21 That's the trend, and that's the only way
22 you can really and truly protect the airport, if
23 that's what you want to do.

24 CHAIRMAN GREEN: Thanks, Bryan. I want to
25 make a comment, and Bryan brought up one of the

1 issues I had. And my recommendation deals with

2 the easement, also. The term we use, "It runs
3 with the land." So, it stays forever and ever.
4 And I don't want to put the board in a position
5 with -- and I read through this agreement very
6 cursorily. I agree with Mr. Upchurch; this is,
7 you know, last-minute things to go through.

8 But it puts the board in a position of if
9 the people, the residents want to amend the C and
10 Rs, or covenants and restrictions, the board has
11 to have approval of it. And board has -- or
12 airport has enforceability.

13 I don't think we want to get into that. We
14 do not want to deal with these homeowners, and
15 when they want to amend their covenants and
16 restrictions and when they want to enforce
17 something or not.

18 I think the best way to go is the easement.
19 If the attorneys want to do some agreement that
20 helps out with construction, whatever, above and
21 beyond, I encourage the attorneys to do that.

22 But I don't see that the board needs to be
23 getting into worrying about enforceability, and
24 when the developer sells or turns it back over to
25 the homeowners after all the lots are sold and

1 developed, then we have a master association
2 we've got to deal with that didn't sign any of
3 this agreement.

4 So, my recommendation is what we as a board
5 had talked about before, is stay with the
6 aviation easement. I encourage the attorneys to
7 continue. If they want to come up with some
8 other construction agreement, that's fine.

9 MR. GORMAN: Can the aviation easement then
10 be an entity that is effective, using performance
11 standards, rather than itemizing each one of
12 these -- these line items or whatever you want to
13 call them for fireplaces and plywood? Can't we
14 just subject the easement to performance
15 standards, simplify it that way, leave the waiver
16 in, and then let it go like that?

17 CHAIRMAN GREEN: I think that's a question
18 for counsel.

19 MR. GORMAN: That is a question for counsel.

20 CHAIRMAN GREEN: My suggestion is that we
21 make the aviation easement kind of what he said,
22 which is related to flight, aviation, generic or
23 general, but also include -- including but not
24 limited to noise, fuel, et cetera, et cetera.

25 But that's a counsel question, as far as

1 drafting the easement. But I don't know if
2 there's any more board discussion, or do you need
3 us to take a motion on what direction you want us
4 to ask you to move in or --

5 MR. COX: A question for Bryan, probably, if
6 you --

7 CHAIRMAN GREEN: Yeah. Go.

8 MR. COX: That's all right. It's very easy,
9 and I think it will help answer some of the
10 questions. DB level for the military jets taking
11 off out of here, what do you suspect?

12 And also bringing up another problem,
13 vibration level of an A-6 at full thrust taking
14 off over that home that's going to be the closest
15 there, I suspect there's going to have -- be
16 broken stuff in the house. What would you say
17 the dB level was -- is for the jet taking off
18 there?

19 MR. COOPER: Well --

20 MR. COX: Best guess.

21 MR. COOPER: -- there -- there's so many
22 variables. With that -- with an A-6 taking off,
23 if it's taking off to the south, even if it's
24 taking off to the north, you're still going to
25 have it. It's going to be well above the 65 dB

1 level.

2 MR. COX: Well, a hundred --

3 MR. COOPER: That far away. But a thousand
4 feet away, it's going to be more than 65 dB.

5 MR. COX: My point is, is that we're -- I
6 guess we're under a waiver where we don't have to
7 meet --

8 MR. COOPER: Right.

9 MR. COX: -- the noise -- noise reduction
10 levels that major airports have to meet because
11 we've got a military base here, basically.
12 And -- which brings in the Orlando situation,
13 because we do in fact -- Orlando every -- every
14 jet that flies into Orlando, the major airports,
15 they need level 3 noise reduction levels. Half
16 the airplanes flying in here don't --

17 CHAIRMAN GREEN: Right.

18 MR. COX: -- because we've got this
19 military. And we've got a lot more noise here
20 than say Orlando.

21 MR. COOPER: We -- we have more noise. The
22 newer jets are quieter than today's jets.

23 MR. COX: Right.

24 MR. COOPER: Military jets are not new and
25 they're not quiet. Even the new ones aren't

1 quiet. But the corporate jets are quieter, and
2 that's a good thing.

3 Unfortunately, the old airplanes that are
4 what we call stage 2, or they're the planes that
5 they don't build anymore because they're too
6 noisy and communities don't like them, those are
7 generally being converted to corporate aircraft.
8 Those are the aircraft we're going to see in the
9 future. And so we are going to get some of the
10 noisier aircraft.

11 And to give you an idea of what happens,
12 it's not just people complaining about noise.
13 What you have, eventually, you have people
14 petitioning agencies to install curfews at the
15 airport. And that's the kind of thing that we're
16 going to be dealing with in the future when
17 someone say, "Well, it's okay during the day; you
18 can have those airplanes, but I don't want it
19 after 8:30 at night or 9 o'clock at night," or
20 whatever. And that's the -- that's the death
21 knell for an airport when we have to start
22 dealing with that kind of stuff.

23 MR. COX: Therein lies the construction
24 standards. It helps to alleviate some of that.

1 that. I just -- I just think that our greatest
2 protection is the avigation easement.

3 Let Mr. Stokes develop the homes or sell
4 them the way he needs to so there's not too many
5 restrictions on that. But if the public and
6 buyers know they are coming to an airport, and
7 the easement's recorded, it would protect the
8 developer, too, because it's in your -- it's in
9 your survey, there it is. And then let them go
10 further with regards to if they want to come to
11 some agreement with regards to construction.

12 Mr. Wuellner?

13 MR. BURNETT: Let me just comment. I know
14 Mr. Bailey's looking over the avigation easement
15 right now as we're speaking, so...

16 MR. WUELLNER: The fallback position here
17 right now is the state's going to -- we're
18 relying on the fact that the state is going to
19 step in and attempt to enforce Chapter 333 of
20 Florida Statutes, which is effectively a
21 4,000-foot radius in our case around the -- from
22 the end of the runway at an arc, and whatever
23 crosses his property is likely to be subject to

24 what -- whatever the state determines.

25 What my suggestion is, is perhaps we can

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1 hold that line and go with the attorney-proposed
2 agreement here that eliminates sections 9 and 10
3 out of there, which takes us out of the
4 performance standard idea, the idea of the
5 Authority being thrown in the middle of
6 construction standards and development standards
7 and the like.

8 It simply covers the property, makes them
9 aware of the noise issues, provides a level of
10 enforceability back through the developer, and --
11 and makes us a party or enjoins the city through
12 the -- excuse me -- the separate agreement that
13 provides the city as primary enforcement, but
14 makes us a party to solving the problem, should
15 it happen later on.

16 I think it's -- at least from my
17 perspective, does everything without quite the
18 level of -- here I'll make up a word,
19 "onerousness," that's perhaps there with an
20 actual avigation easement. It doesn't ride on
21 the property quite the same way, but would be
22 incorporated into the planned development

23 district's rules -- or the development order from
24 the city. So, it has the -- a legal standing,
25 but not -- you know, it's not an easement.

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1 I don't know whether the develop -- what the
2 developer's, you know, thoughts are on that, but
3 you got -- you know, your two choices are, you go
4 with the state, and they're going to be -- I
5 mean, who knows? I mean, but -- but the
6 requirement is within the 4,000 feet. And you've
7 got to wait on the state to enforce it. You hope
8 they do. You know, I don't even know what's all
9 involved in getting them involved and engaged at
10 that level.

11 MR. GEORGE: Has the city been involved in
12 these discussions that we're having here?

13 MR. WUELLNER: Not in the last week. I
14 mean, they're -- they're aware of what DOT's
15 requirements are --

16 MR. GEORGE: Okay.

17 MR. WUELLNER: -- based on the statute.

18 MR. BURNETT: I don't -- I don't -- if I
19 could add, I don't believe we've gotten any input
20 from them or response back to them related to the
21 avigation easement which we did send them in a

22 letter and requested them to address it.

23 MR. WUELLNER: My -- my feeling is they're

24 putting their head in the sand and hoping that

25 the two parties here can agree to something and

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1 take them out of it. I don't think they really

2 care or they would have developed something years

3 ago.

4 CHAIRMAN GREEN: Well, Doug, do you want us

5 to vote on a direction? What do you want from us

6 tonight?

7 MR. BURNETT: It might be beneficial. I

8 don't know if I -- if I could just have one

9 moment to converse.

10 MR. GORMAN: Do you want to take a break?

11 MR. WUELLNER: If you want to --

12 MR. GORMAN: Take a five-minute break?

13 CHAIRMAN GREEN: I was going to take a break

14 at 6:15 with everybody.

15 MR. COX: Come on, Your Honor, recess.

16 MR. WUELLNER: If you -- if you would like,

17 I'm prepared to, rather than just have dead

18 time -- are you guys --

19 MR. BURNETT: Well, I'm -- I'm not sure what

20 the board's thoughts were on Mr. Wuellner's

21 suggestion related to dropping --

22 MR. WUELLNER: 9 and 10.

23 MR. BURNETT: Yeah, dropping 9 and 10 from

24 the air -- impact and noise requirements, which

25 eliminates the construction-related standards

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1 from it.

2 I'm not sure what the airport's pleasure is

3 related to that. That might be something that's

4 palatable to the developer. I'm not sure. You

5 may want to ask them to come back up and -- and

6 give them an opportunity to address whether they

7 would agree to the agreement which -- which

8 implements this Airport Impact And Noise

9 Requirements, minus or subtracting out sections 9

10 and 10.

11 MR. GORMAN: Can I ask that -- that we just

12 table this discussion, move on to the other

13 agenda items, let the attorneys discuss it?

14 My own suggestion would be to -- to strike

15 the line items for the construction details and

16 just add a performance standard and leave it as

17 an avigation easement as recommended by the Madam

18 Chair here and go like that. And -- but we'll

19 table the discussion just before we adjourn the

20 meeting and then we can come back into it and see

21 what you've got --

22 MR. BURNETT: The performance standards --

23 MR. GORMAN: -- to expedite it.

24 MR. BURNETT: The performance standard only,

25 that they meet the 30 dB noise reduction, however

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1 they meet it.

2 MR. GORMAN: Got to have some standard in

3 there, and then that just simplifies it so he's

4 not bound by this hidebound, you know, no

5 fireplace, which is -- seems odd.

6 CHAIRMAN GREEN: So, I think you're --

7 you're asking for two things: Take it -- take

8 out 9 and 10, the performance, and do the

9 avigation easement. Is that --

10 MR. GORMAN: Well, that was -- seems to be

11 the all-around suggestion, is to keep the

12 avigation easement, but amend the avigation

13 easement to the point where it doesn't have

14 construction standards stipulated. You know,

15 just a performance standard.

16 CHAIRMAN GREEN: And I get back to my

17 question of counsel: What do you need from us

18 today? Do you need us to consider that, give you

19 direction on which way to go?

20 MR. BURNETT: I think you're probably in a
21 situation, considering there's not a meeting
22 again obviously before the City's meeting, you're
23 in a situation to either work it out with the
24 developer prior to that meeting, which is today's
25 meeting, or have the situation potentially where

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1 the developer -- we don't have an agreement with
2 the developer and we have to use other means,
3 such as the involvement of DOT.

4 CHAIRMAN GREEN: What's involved in getting
5 the easement?

6 MR. BURNETT: Whether the developer will
7 agree to it or not.

8 CHAIRMAN GREEN: So, I hear from the board
9 that -- I mean, I know we -- you know, we want to
10 work with the developer, no question. But what
11 if the board's vote is we want the easement and
12 the developer does not agree? What's the next
13 step that Staff --

14 MR. WUELLNER: The fallback is the Florida
15 Statute. I mean, that --

16 CHAIRMAN GREEN: So, we're back to DOT
17 enforcement.

18 MR. WUELLNER: Right.
19 MR. BURNETT: And -- and I believe is --
20 MR. WUELLNER: Which is not an easement.
21 It's going to be some other --
22 CHAIRMAN GREEN: Right.
23 MR. BURNETT: And I believe the Authority,
24 through their -- several different mechanisms,
25 can convey the message to the city related to its

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1 position on this development without adequate
2 protections to the airport.
3 CHAIRMAN GREEN: Okay.
4 MR. WUELLNER: Do you guys -- would it be
5 productive for you guys to go to my office and
6 chat for a few minutes and come back?
7 MR. BURNETT: Potentially. And I don't know
8 that my presence is actually needed in the
9 meeting for --
10 MR. WUELLNER: That's what I mean. We
11 can --
12 MR. BURNETT: -- a few issues.
13 CHAIRMAN GREEN: Sure.
14 MR. WUELLNER: -- move on and get it done.
15 You guys meet. When you're ready, come back.
16 We'll -- to step on your purview --

17 CHAIRMAN GREEN: So, we need to do this
18 today, so by all means. Okay. We'll table the
19 discussion on Ponce and go to the next agenda
20 item. Let us know how much time you need, Doug.

21 MR. BURNETT: Yeah.

22 MR. CIRIELLO: We'll come back to it today
23 or at another meeting?

24 CHAIRMAN GREEN: No, today. Today. They're
25 going back.

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1 MR. CIRIELLO: Okay.

2 MR. WUELLNER: Hopefully in a couple of
3 minutes.

4 CHAIRMAN GREEN: For the moment.

5 7.C. - JPA RESOLUTIONS

6 MR. WUELLNER: All right. Next item I have
7 is item 7.B. (sic), and it's three resolutions
8 dealing with Florida DOT funding. The three
9 draft resolutions were provided you. We did
10 amend -- excuse me. Need to call your attention
11 to the amended version of Resolution 2003-09. It
12 includes some language, after talking to Florida
13 DOT, that expands upon the funding detail over
14 the next five years. This deals with the Araquay
15 Park.

16 The JPAs, the resolutions are pretty much
17 standard form, what you see for every -- you're
18 required to authorize a resolution every time you
19 execute agreement with Florida DOT.

20 2003-08 -- Resolution 2003-08 deals with
21 State's participation at 50 percent level with
22 the TVOR relocation. Provides State
23 participation up to \$140,000 of State funds at a
24 50 percent rate. So, it's \$280,000 that the
25 State would participate in at a rate of 50

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1 percent.

2 MR. GEORGE: These numbers don't agree with
3 our budget item. It's my understanding there is
4 a practice to have the number a little bit
5 higher. Like in our budget numbers on the
6 financials, it said \$125-, not \$140- for that.
7 I'm just assuming that typically there's a 10
8 percent add-on or something.

9 MR. WUELLNER: I think you're going to see
10 that your adopted budget, that number's -- \$280-
11 is the number.

12 MR. GEORGE: Okay.

13 MR. WUELLNER: Or \$260-, \$250-, somewhere up
14 there closer to that.

15 MR. GEORGE: Fine. Okay.

16 MR. GORMAN: This resolution is basically
17 going to provide for funding for the TVOR move.

18 CHAIRMAN GREEN: Yes. State funds.

19 MR. GORMAN: Certainly sounds good.

20 MR. WUELLNER: They will participate half,
21 half the funds up to \$280,000.

22 MR. GORMAN: That just about pays for it.

23 MR. WUELLNER: Okay. 2009 (sic) is the
24 land -- multiyear land acquisition, Joint
25 Participation Agreement with the state. I need

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1 to call your attention to it, because I know I've
2 mentioned this before, but I want to make sure
3 you hear it again in light of this: Is that the
4 first year is funded. The first \$230,000 is
5 funded. It relies on the legislative
6 apportionment or -- they have to approve the
7 funding every year. Let's go with that.

8 These amounts, the balance of the years,
9 2004 through 2008, are in the Florida DOT Work
10 Program to be funded and are currently scheduled
11 to be funded. But the legislature always
12 reserves the right to be able to go in there
13 and -- and fool with it, and the potential exists

14 that you wouldn't get this much money, or a year
15 could fall out. I mean, something catastrophic
16 could happen and -- and you not get grant money
17 for that.

18 Reality is I've never experienced one that
19 did -- did not come through the way it was
20 programmed, but they want -- they want you to be
21 sure you understand that it's not a guarantee
22 beyond the first year.

23 The total programmed by DOT over the
24 five-year period is \$2,730,000, which exceeds the
25 current look-see of about 5 -- \$5 million, is

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1 what were talk -- we've been talking about up to
2 this point. And that -- that's what 2009 are --
3 or, excuse me, 2003-09 authorizes.

4 2003-10 --

5 MR. GEORGE: Wait a minute. Just one
6 second, please.

7 MR. WUELLNER: Uh-huh.

8 MR. GEORGE: Land that we're acquiring in
9 2003-2004 will be appropriate for 2007-2008.

10 MR. WUELLNER: Will be appropriated?

11 MR. GEORGE: No. Will it be appropriate to
12 meet the requirements of the 2007 and '-8?

13 MR. WUELLNER: Yes. Anything acquired after
14 the execution of this agreement is covered.

15 MR. GEORGE: Okay. Fine. All right.

16 MR. CIRIELLO: I've got a question.

17 MR. WUELLNER: Whether it's -- whether it's
18 reimbursed in -- in 2003 or reimbursed in 2008.

19 MR. GEORGE: Second question: Has anybody
20 taken a look at the potential of 48 hangars and
21 how long it would take that to pay back the --
22 no, we don't know what the construction cost is.
23 Sorry.

24 CHAIRMAN GREEN: Right.

25 MR. GEORGE: Okay. I'm sorry.

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1 MR. WUELLNER: 2003-10 is the design and
2 construction Taxiway Bravo. Now that we have an
3 FAA grant in place for -- this covers the 5
4 percent Florida DOT share of that project, which
5 is \$108,550. It's 5 percent of the total
6 construction, which was, my memory, about 2.1 and
7 change, \$2.1 million and change for Taxiway B.

8 These can be approved in one motion, if
9 you'd like, by taking the Staff recommendation as
10 given you at the bottom of your agenda memo.

11 CHAIRMAN GREEN: I'd like to open it to

12 public comment.

13 (No public comment.)

14 CHAIRMAN GREEN: Seeing no public comment,
15 board discussion and questions? Mr. Ciriello?

16 MR. CIRIELLO: Madam Chair, I wanted to ask
17 about this 2003-09. This is only an approval for
18 getting the money. It has nothing to do with how
19 we use it.

20 In other words, you-all know that I don't
21 want to buy this property over in Araquay Park,
22 and if I say yes to this agreement, I'm not
23 automatically saying that I'm saying yes to go
24 ahead and buy everybody's property and whether
25 it's either voluntary, eminent domain or

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1 anything --

2 MR. WUELLNER: Correct. Those are --

3 MR. CIRIELLO: -- because I -- I --

4 MR. WUELLNER: Those are all subject to
5 other decisions that the -- that you'll make
6 later on. All this does is authorize the
7 execution of a grant with DOT so in the event you
8 do agree to purchase property, it's -- it will be
9 paid for at a 50 percent rate by Florida DOT.

10 MR. CIRIELLO: Okay. You used the word to

11 "purchase" property. In other words, that could
12 be used for something other than Araquay Park.
13 In other words, if I said yes to this, there's a
14 possibility the money could be used say over
15 across the street or something, not just strictly
16 for Araquay Park.

17 MR. WUELLNER: Correct. It could be used
18 for acquisition of land, period.

19 MR. CIRIELLO: Not just Araquay Park. Okay.
20 Okay.

21 MR. GORMAN: Good question.

22 CHAIRMAN GREEN: Mr. Gorman?

23 MR. GORMAN: I was just telling him it was a
24 good question.

25 CHAIRMAN GREEN: Oh, okay.

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1 MR. GEORGE: I make a motion we accept Staff
2 recommendation, all three.

3 CHAIRMAN GREEN: Second?

4 MR. COX: Second.

5 CHAIRMAN GREEN: Any further board
6 discussion? Hearing none --

7 MR. CIRIELLO: That motion was for all three
8 of these?

9 CHAIRMAN GREEN: Yes, sir. All three.

10 MR. CIRIELLO: Okay.

11 CHAIRMAN GREEN: Any further discussion?

12 (No further discussion.)

13 CHAIRMAN GREEN: All in favor of Staff's

14 recommendation on all three resolutions?

15 MR. CIRIELLO: Aye.

16 CHAIRMAN GREEN: Aye.

17 MR. GEORGE: Aye.

18 MR. COX: Aye.

19 MR. GORMAN: Aye.

20 CHAIRMAN GREEN: All opposed?

21 (No opposition.)

22 CHAIRMAN GREEN: Motion carries to accept

23 Staff's recommendation as to all three.

24 MR. WUELLNER: Andrew, you're on here.

25 7.D. - PARKING STUDY PRESENTATION

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1 MR. WUELLNER: Just to -- just to get him

2 started, several months ago, the Airport

3 Authority directed us to conduct a parking study

4 of the terminal area. We contracted with Passero

5 Associates, one of your new -- one of your two

6 new consultants, to conduct that study -- study

7 on your behalf. And they're here today. Andrew

8 Holesko is here with Passero to present the

9 results of that parking study to you. Go ahead.

10 MR. HOLESKO: Good afternoon. Andrew
11 Holesko, program manager with Passero Associates.
12 Going to do a short presentation here regarding
13 automobile parking and access.

14 Mr. Wuellner had asked us a few months ago
15 to put together a study and some analysis at
16 making the automobile parking and access more
17 efficient. We've had several meetings with
18 Mr. Wuellner and Mr. Cooper, and I'm here to
19 present some of our study issues and
20 recommendations to you this evening.

21 The study issues, which you can see here
22 behind me, we basically looked at signage, rental
23 car operations, handicap access, parking demand,
24 visitor parking, employee parking, and the
25 adjacent Northrop Grumman lease area.

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1 We've created figure EX-1 here, which is the
2 existing layout automobile parking. We've
3 identified five areas that we are -- have been
4 discussing; area A in orange, area B in blue,
5 area C is in red, area D is in gray, and area E
6 is in green (indicating). And I'll be referring
7 them -- to them throughout the study.

8 Just want to let you know a little bit about
9 what we found during our analysis. Ed and Bryan
10 were very clear, and they said, "Andrew, we're
11 not going to give you any preconceived notions
12 about what's happening out there." They said,
13 "Go out, look, listen, tell us what you see and
14 tell us what you recommend," and that's really
15 what I'm sharing with you tonight.

16 First of all, in terms of signage, we feel
17 that there needs to be more clear study area
18 signage throughout all the lots, letting -- to
19 basically get everybody in the right location.

20 In terms of rental car parking, can
21 definitely be increased and can be relocated to
22 some more remote areas, most likely our gray
23 parking lot.

24 Handicap access, you're actually fine. You
25 should have a total of five locations, but you

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1 don't need to have all five of those spots
2 directly in front of the terminal, where they are
3 right now.

4 In terms of parking demand, you have 134
5 existing parking spaces in those five lots. A
6 hundred and seventeen of them are compliant with

7 existing county code. So, when we look at doing
8 any type of future work for any of the automobile
9 parking areas, we need to make up those 17 spots
10 because we'd actually lose 17 when we started to
11 do any redevelopment project.

12 We actually came to the parking lot early in
13 the morning, prior to 6 a.m., and noted that --
14 it was very interesting that actually one-third
15 to one-half of parking lot B -- parking lot B is
16 your area right in front of the terminal, most
17 likely your -- your most valuable lot for
18 visitors and employees there (indicating).

19 One-third to one-half is full before 6 a.m. So,
20 somebody is most likely using it for -- for other
21 things.

22 One-half to three-quarters of the area right
23 in front of the terminal are -- are full before 6
24 a.m. And many of those cars are actually parked
25 there for more than three hours.

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1 In terms of access, obviously we're looking
2 at realigning the access road of the vault to get
3 between this building and the terminal building.
4 We're looking at a redesignation for loading and
5 unloading and emergency vehicle access and

6 parking in front of the terminal.

7 We looked at the County Land Development
8 Code, which would give us guidance to tell us how
9 many parking spaces you should have over in that
10 area. We also looked at some airport generation
11 guidance, and we thought that was more
12 appropriate. Told us that you should have
13 approximately 172 spaces right now. You have
14 134.

15 In terms of visitor parking, we looked at
16 some recommendations to designate specific areas
17 for our visitor parking and signage in all of the
18 lots, even to the point of assigning every single
19 space so that we knew that everybody was parking
20 in the right area. And we also looked at
21 providing limousine and bus parking.

22 In terms of employee parking, we believe
23 that it is -- the assignment and use is very
24 inexact right now, that you do have some
25 employees that are most likely parking where they

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1 should not be.

2 Area D, which is our gray area here in the
3 back (indicating), area D is probably our
4 greatest potential back there, to get people to

5 use it. If you could make that a more friendly
6 lot and more user -- user -- amenable lot, we
7 definitely see the ability to get some people
8 back there in area D.

9 And then the Grumman leased area lot, which
10 is -- which is the green one, Mr. Wuellner
11 mentioned there's the ability to possibly get
12 that back from Grumman, and that certainly seems
13 like a good idea.

14 So, with that, we have prepared two sets of
15 alternatives. This is our first proposed layout,
16 and it is what we call an immediate layout,
17 something that you could work on if you decided
18 you want to do it.

19 You could basically get it done in the next
20 12 months or so in terms of assigning designated
21 spaces in automobile parking areas, providing
22 additional rental car area, specifically evaluate
23 the Northrop Grumman lot potential, realigning
24 the access road, and fixing your access in the
25 terminal frontage.

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1 Alternative 1 here has eleven
2 recommendations. They are listed on page 8 of
3 your report. Total spaces gained would get you

4 up to 175, and you would be getting 41 new and
5 the 17 that went out to code. Those would all be
6 coming back to you. So, you'd be getting about
7 58 more spaces. The cost, including the
8 amenities, which includes additional lighting and
9 covered parking in many areas back there,
10 \$600,000.

11 Alternative 2 -- alternative 2, we're
12 looking at long term. It's actually the same as
13 number 1, but it also considers a parking
14 structure, which you see here in light orange
15 (indicating). That parking structure in essence
16 would go over the gray parking lot or parking lot
17 D.

18 The 11 items that we recommended, plus the
19 parking structure, were a specific parking system
20 to separate visitor and employee parking;
21 realigning the access road; removal of concrete
22 vehicle stops throughout; acquire the Northrop
23 Grumman lease area; resurface and stripe all
24 lots; relocate the rental car facilities to the
25 Grumman lease area, if you acquire it; realign

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1 many of the curb systems throughout the parking
2 lots to enhance traffic and get an increased

3 yield of parking throughout a lot of areas where
4 you actually have little landscape islands and
5 things like that which are no longer required
6 because of some of the other landscaping you've
7 done in the area; providing appropriate signage
8 throughout; providing parking for limousines and
9 busses; overhead lighting; the covered parking in
10 area D. And then really the big one is -- is the
11 parking structure.

12 If you did -- did consider going to a
13 second-level parking structure, you're looking at
14 a price tag of approximately \$1.75 million. But
15 your yield with number 2, you're going up to 236
16 spots, which means you are getting 102 brand new
17 and those 17 back from code.

18 So, you're looking at a total price tag of
19 \$2.3 million in order of magnitude to get up to
20 236 spots. And that is approximately 60 more
21 than where we think you should be right now.

22 That's it in a nutshell. Obviously, you
23 have -- you have our report. And I just will
24 open it up to questions, anything you want to
25 know about.

2 Mr. Slingluff? Just start one up there.

3 MR. SLINGLUFF: I just want to urge the
4 board and the airport manager to seek a long-term
5 solution here. I think we're critically short
6 now at 134 spaces. I guess we're actually short
7 17 spaces there.

8 This -- the parking spaces out there are
9 utilized by the restaurant, the flight school.
10 We also have the second floor of the new terminal
11 building, which has not been rented out yet, but
12 it's -- it's an additional 3,000 feet, close to
13 3,000 feet of office space, which will add
14 impact. And, of course, the FBO use of the
15 parking. And we have public coming through,
16 parking, whether it be for a day or long term.

17 I -- I encourage -- immediate solution would
18 be management of the current parking lots. I
19 agree with the Passero findings on the signage.
20 I also think that strict enforcement of the
21 dropoff areas in front of the terminal are -- is
22 very important.

23 Once we lose that, the -- we start -- it
24 seems everyone just starts double parking out
25 there, and it does impact the ability to use the

1 long-term lot and the short-term lots.

2 The -- there is a load factor, though, at
3 certain times of the day. I -- I do not find it
4 surprising that at 6 a.m. in the morning, the
5 parking lot is -- is half to three-quarters full.
6 We have a tremendous rush every morning. Our
7 crews come in at 5 o'clock, and by 10 o'clock,
8 the parking lot is actually thinning out again.

9 Again, later on in the day, we see that --
10 the parking lot filling back up. We do have a
11 large number of people that are using the parking
12 lot. Because of lack of enforcement, they're
13 using it as a commuter stop. They park three
14 cars and they all jump in one car and go to
15 Jacksonville. We also found that on a Saturday
16 morning, while the airport will be very, very
17 quiet, the parking lot is almost a hundred
18 percent full.

19 So, I'd encourage some sort of a strict
20 signage and enforcement there. I think that
21 would be a quick solution. But long term, 236
22 spaces is not enough. We'll be looking at this
23 again in two years. We need to look at
24 additional land or additional use of the land out
25 there. Thank you.

1 CHAIRMAN GREEN: Thanks. Yes, Mark?

2 MR. MARSH: Mark Marsh, 3380 Agricultural
3 Center Drive. I would strongly urge the board to
4 look at the choice number 2, alternative 2.

5 I think putting \$600,000 out to gain
6 approximately, what, 58 parking spots, is a -- is
7 a waste of money. Might as well just drive down
8 the road and throw the money out the window. And
9 everybody knows after what we've seen this
10 weekend with the conventions and stuff -- last
11 week with the conventions, we're going to see
12 more and more of that all the time now.

13 The use of the corporate part of the airport
14 is growing. It would just be crazy not to go
15 ahead and spend the money and get the proper
16 parking that we can. And I agree with Michael
17 also; that's not going to be enough.

18 So, hopefully y'all will choose alternative
19 two, if that's what you're looking at today.

20 Thank you.

21 CHAIRMAN GREEN: Thanks, Mark. Yes, sir?

22 MR. MARTINELLI: I'm back again.

23 CHAIRMAN GREEN: That's okay.

24 MR. MARTINELLI: Victor Martinelli, Ponte
25 Vedra Beach. Is -- is -- this is a question to I

1 guess Mr. Wuellner. Is that entire space that's
2 been studied under the control of the Airport
3 Authority? It's not leased to any less --
4 lessee? Or is it?

5 MR. WUELLNER: There are a few spots.
6 There's probably upwards of 15 or 20 total spots
7 that are -- that were in the original FBO-related
8 lease -- or not the original, but the lease that
9 was amended in the early '90s, I guess.

10 A part of the property, primarily --
11 actually, that which is in the green and most of
12 what's in the gray color, the gray is under a
13 lease with Grumman. It's not Airport Authority
14 property per se. And the green has -- is
15 actually not -- it's controlled still by Grumman,
16 and it's property we've been optimistic of being
17 able to use to develop parking, and -- and
18 conceptually have agreed with Grumman on -- on
19 how to get there to get that property.

20 But in order to facilitate something like
21 alternative 2 where you build -- actually looking
22 at a structure, you would need to own that
23 property, which means you'd have to -- to
24 finish -- you wouldn't be able to work that
25 through with a lease. You wouldn't be able to

1 capitalize it long enough.

2 MR. MARTINELLI: Okay. That was -- that was
3 really one of the big questions I had, and you
4 just answered it.

5 MR. WUELLNER: It's about three -- in total,
6 those two areas, the footprint is approximately
7 three-quarters of an acre.

8 MR. MARTINELLI: Okay. So -- so, in order
9 to implement alternative 2, you need to do some
10 other stuff first in terms of ownership, et
11 cetera. And the reason I ask that question is
12 that it's not uncommon for airports to charge for
13 parking, especially if you build a parking
14 garage, two- or three-level parking garage.

15 And that's an alternative to looking at what
16 I'll term a "sunk investment" where you have 2.3
17 or however many million dollars, which is
18 basically a sunk cost. There's no return on that
19 investment, unless you have an opportunity to
20 make some money on it, and that would be for
21 charging for parking.

22 So, those are the thoughts that I had. And
23 I just wanted to bring them to you.

24 CHAIRMAN GREEN: Thanks, Mr. Martinelli.

25 MR. MARTINELLI: Thank you.

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1 CHAIRMAN GREEN: Any further public comment?

2 (No further public comment.)

3 CHAIRMAN GREEN: Seeing no additional

4 comment, board discussion?

5 MR. CIRIELLO: Madam Chair?

6 CHAIRMAN GREEN: Mr. Ciriello?

7 MR. CIRIELLO: First question for

8 Mr. Wuellner: Is this something that we have to

9 decide on today?

10 MR. WUELLNER: No.

11 MR. CIRIELLO: Okay.

12 CHAIRMAN GREEN: Just informative.

13 MR. CIRIELLO: Now, my next question -- I've

14 already talked to the gentleman from Passero back

15 there. Looking at all of this material and --

16 and diagrams and everything is okay, but I'm the

17 kind of a guy that a -- be there, see it, is --

18 makes it easier for me to make a decision.

19 So, I'm just wondering as a request if

20 there's some way that I can be given a personal

21 walk-through by somebody, probably from their

22 court, to take this book and the map in hand and

23 go over there and say, okay, this is where this

24 is going, this is where -- and such, so I could
25 make a better decision on how I want to go with

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1 this.

2 But now, in my -- to say something similar
3 to what Mr. Martinelli said, I will agree right
4 off the bat that we don't have enough parking,
5 period. But right now, what little parking we
6 have is free. I don't know if Aero Sport pays a
7 little in their leasehold for their parking
8 places, which means they're paying for it, but
9 basically it's free.

10 So now we're talking about building a lot of
11 parking lots, maybe a garage and whatnot, and the
12 cost going up to a million or more dollars -- and
13 Mr. Martinelli said we need to maybe charge
14 parking fees. Going from free to charging, I can
15 understand that, and it makes sense. But my
16 question is: What cost of parking is normal? In
17 other words, you can't go out there and charge
18 the moon to make your money back.

19 So, how long would it take for these 2- or
20 300 parking lots that people would have to pay
21 for, at the cost that you would charge them, to
22 recoup our money and start showing a profit, so

23 to speak? Because we keep talking about putting
24 this airport on a paying basis and getting it off
25 the tax rolls, and I keep saying as long as we

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1 keep spending money and get nothing for it, we're
2 not going to do that. And I haven't heard
3 anything about recouping anything other than
4 paying out money.

5 So, I'm concerned with how we're going to
6 recoup a million to \$2 million to provide more
7 parking, which I agree we need. But, is it going
8 to be free? Are we going to charge? Or we --
9 how much are we going to get? How long is it
10 going to take to recoup?

11 So, other than getting this personal
12 walk-through, those are just a few questions I
13 would like to see addressed. Thank you.

14 CHAIRMAN GREEN: Mr. Gorman?

15 MR. GORMAN: Just real quickly. I mean,
16 it's just pretty obvious that if we've got 134
17 spots, and at 6:00 in the morning they're full,
18 then we need to just immediately take the
19 homesteading people and put them on notice or get
20 them towed so that we have a parking lot that's
21 usable for parking.

22 MR. GEORGE: Put a meter there.

23 MR. GORMAN: I mean, the meter -- the
24 meters, that was a second question. And just
25 let's follow that real quick.

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1 I mean, everybody wants those front spaces.
2 And I've talked to Bryan Cooper, and I've talked
3 to Ed Wuellner about this, and nobody likes that
4 solution. But, I mean, it does solve things kind
5 of quickly. I don't know how practical it is.
6 But everybody just competes for those spots right
7 in front of Mr. Slingluff's and the -- and the
8 flight school's, you know.

9 CHAIRMAN GREEN: Mr. George?

10 MR. GEORGE: Was any consideration given to
11 doing something to the west of U.S. 1 or to the
12 east of the railroad?

13 MR. HOLESKO: No. We did not go across U.S.
14 1. We stayed right inside the immediate parking
15 area.

16 MR. GEORGE: You know, we -- we all laughed
17 at our intermodal facility that we were talking
18 about way back when, but it had a catwalk, you
19 know, for people that went over.

20 And if you start talking about employees and

21 people that are here, you know, quite frequently,
22 that's -- would seem to me would be a cheap
23 alternative for getting asphalt with parking
24 spaces on it. I -- I don't think I could support
25 at all building anything on -- on land that

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1 Grumman owns, and I don't think that Grumman --
2 well, they might sell it to us, but bingo, now
3 your cost went from \$2.3 to \$5-.

4 And we just went through a budget cycle.
5 We've got a big \$5 million to spend already, you
6 know, to get us some more adequate things in
7 here. So, I would say go back to the drawing
8 board and find a way, what is the cheapest things
9 we can do to maximize the spaces out there, and
10 then maybe look at across the road.

11 MR. HOLESKO: And that -- I would tell you
12 that that would most likely be, just to be very
13 specific, would be to go back to alternative 1,
14 fix what you have, with and without the green
15 Grumman area or the gray, depending on what --

16 MR. GEORGE: Right.

17 MR. HOLESKO: -- Mr. Wuellner ends up, and
18 then look at the cost benefit of the parking
19 structure versus the catwalk over U.S. 1.

20 That -- you may find out -- and I don't know

21 this --

22 MR. GEORGE: Right.

23 MR. HOLESKO: -- that that structure ends up

24 being more efficient crossing U.S. 1, and then

25 building the parking on the other side.

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1 MR. GEORGE: Well, when I look at -- at

2 building something by the vault that's there and

3 putting another, you know, spot that's out there,

4 that would seem to me to be --

5 MR. HOLESKO: That's easy.

6 MR. GEORGE: -- the easy thing to do.

7 MR. HOLESKO: Yes.

8 MR. GEORGE: And I'm looking for easy right

9 now.

10 MR. HOLESKO: Well -- and one of the things

11 that I wanted to mention, just going through the

12 areas, we looked at the first one area, area A,

13 which is the orange. Easy. We go from 10 to 24,

14 14 spaces. That's easy.

15 The blue area goes from 32 to 36. So, easy

16 to get those four there. The red, we go from 27

17 to 37. So, we can fix it and get 10 more right

18 there. And that's no structure. That's not --

19 MR. GEORGE: Right.

20 MR. HOLESKO: The gray area goes from -- we
21 actually lose some there, because we do some
22 realignment from the --

23 MR. GEORGE: That's fine, but we don't have
24 anything -- what about the green?

25 CHAIRMAN GREEN: That's Grumman.

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1 MR. HOLESKO: The green goes from 7 to 20.
2 So, you have plus 13 there. So, there are easy
3 ways. And that's not mentioning the covered and
4 the other amenities and things like that --

5 MR. GEORGE: Right. Right.

6 MR. HOLESKO: -- you know, that frankly get
7 to be more expensive. We can go right in there
8 and get 40 to 50 easy, you know, using that
9 there. So...

10 MR. GEORGE: Yeah. I think in -- in taking
11 that approach, and also following with Mr.
12 Slingsluff's recommendation of we need to start
13 policing, you know, the use of that out there,
14 might give us a little breathing room; let's put
15 it that way.

16 MR. HOLESKO: I did also want to mention
17 that one of the simple things that we recommended

18 really, it does get down to the use of the

19 different lots.

20 If the Authority did go in and literally

21 assign a color code to each of these lots, and

22 then get into the point of getting a hanging

23 visor, which lot you're allowed in and where

24 you're allowed to be, that way, the guessing is

25 immediately gone in terms of whether or not

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1 employees or visitors and people are allowed to

2 be there. All that guesswork goes away.

3 MR. GEORGE: Do we have a enforcement

4 individual on our staff, Bryan? Do we have a --

5 MR. COX: Bryan.

6 MR. GEORGE: -- policeman there?

7 MR. COOPER: Yes. When I'm not handling

8 noise complaints, I'm looking at parking lot.

9 MR. GEORGE: So, your answer -- your answer

10 is no.

11 MR. COOPER: No. It's me.

12 MR. GEORGE: Yeah, I know, but I'm -- if we

13 start looking at, you know, 9/11 and the security

14 issues, you know, we're going to have to start

15 doing something around here. We might wind up

16 having to add --

17 MR. COX: Let me make --

18 MR. GEORGE: -- you know, some of that.

19 CHAIRMAN GREEN: Yeah.

20 MR. COX: -- a comment on that subject.

21 CHAIRMAN GREEN: Bob.

22 MR. COX: I agree. I think very simply and
23 very quickly, we could do something to alleviate
24 the problem. And I don't disagree with anything
25 Mr. Slingluff or Mr. Marsh had to say. And --

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1 and I think we need to do is go forward. But
2 very quickly, to alleviate some of the problem,
3 and we discussed this, I think we can hire an
4 off-duty police officer for a couple of weeks and
5 stop this junk that's going on prior to 6 o'clock
6 in the morning.

7 We can do that, because of the authority for
8 arrest and they can get rid of a lot of the
9 problem very quickly. But the news will get out,
10 "Hey, you can't park at the airport anymore,"
11 period. And I think we need to go forward with
12 that. And we need to take into consideration
13 ways to start to simplify the parking places.
14 But we need some security out there at that lot
15 pretty quickly. And Ed's gone, so we can --

16 CHAIRMAN GREEN: Bryan --

17 MR. COX: Bryan?

18 CHAIRMAN GREEN: -- that's directed to you.

19 Yeah.

20 MR. COOPER: Let me -- let me make one
21 comment about the enforcement. A couple of years
22 ago, when we started construction on the new
23 terminal, at that point, we stopped the
24 enforcement of parking in the parking lot because
25 we were losing our handicap to construction

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1 workers and equipment. We were losing parking
2 places to construction.

3 And if some of you remember, we actually --
4 this board or the previous board actually voted
5 to give the restaurant a considerable amount of
6 credit against their rent because he couldn't get
7 customers in there because they couldn't get
8 parking spaces.

9 To help alleviate that, we let people park
10 wherever they could for as long as they wanted
11 to, and we just quit enforcing any kind of
12 regulations, with the agreement with everybody
13 that we would start enforcing that again when
14 that construction was completed, which we expect

15 that will -- that will take place in a matter of
16 days or weeks. And so, the enforcement of the
17 parking will be different a month from now than
18 it has been in the last two years.

19 CHAIRMAN GREEN: Just in a short comment, I
20 agree with enforcement right away, as soon as
21 possible. Look at the feasibility of doing the
22 Band-Aid fix-its with what we have, but giving
23 credit to our ex-board member, Mr. Marsh over
24 there, that property on the west side's been
25 there and he was one of the big promoters to use

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1 that for industrial purposes or parking or
2 whatever. So, I'd like to see some feasibility
3 study on that as well.

4 MR. CIRIELLO: Madam Chair?

5 CHAIRMAN GREEN: Mr. Ciriello?

6 MR. CIRIELLO: I have a question to the
7 gentleman from Passero. I agree with what these
8 people are saying, and Mark, going across the
9 road, there's some property over there we could
10 utilize and get more parking and everything.

11 But my question to you is: Do you know
12 about the laws of handicap? Nowadays, public
13 places have to have grants and this and that, so

14 if you put a parking lot across there, which
15 would be pretty easy to pave, but put it over --
16 a walkover over U.S. 1, do you see any
17 confrontation with handicap rules because a
18 person can't run a wheelchair up over --
19 something like that would have steps in it. If
20 you're going to put an escalator in or something,
21 you're talking big money.

22 MR. HOLESKO: Right now I would tell you you
23 need -- with the amount of parking spots you
24 have, you have enough to provide ADA
25 accessibility right where you are, and we would

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1 recommend that all of that stay on the east side
2 of U.S. 1. But I would also say that we would
3 make sure that the accessibility over U.S. 1
4 could in the future be modified to provide that
5 access. But it wouldn't need to be right from
6 the start.

7 MR. CIRIELLO: That sounds like a good
8 solution. Okay.

9 MR. HOLESKO: Okay.

10 CHAIRMAN GREEN: Any other --

11 MR. GEORGE: There might even be --

12 CHAIRMAN GREEN: -- board comment?

13 MR. GEORGE: There might even be the
14 possibility of getting the County to go in with
15 some of that construction and offer it -- you
16 know, a public, for carpooling.

17 CHAIRMAN GREEN: Mr. Gorman?

18 MR. GORMAN: Just real -- real quickly. It
19 just seems like going from 134 to 172 spots for
20 \$600,000 is not a great deal. I don't know.
21 That's just -- that's just my gut instinct.

22 CHAIRMAN GREEN: Well, I think for now,
23 we've given you direction as to what we want to
24 look at. And while you were gone, Ed, we asked
25 Bryan to look at when the terminal's done, the

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1 next few days, weeks, whatever, about enforcement
2 as far as parking, and then have Passero get back
3 with us.

4 Any further board discussion on this
5 presentation?

6 MR. CIRIELLO: One question for
7 Mr. Wuellner, if I may, Madam Chair. On this
8 green section that Grumman has, is this the same
9 piece that they tried to -- or was talking about,
10 not tried, but was suggesting that they give us a
11 few years back for additional parking, that they

12 wanted to make a trade-off, they include that
13 with releasing that property over in the North
14 40?

15 MR. WUELLNER: Yes. Yes. It was originally
16 discussed in that context.

17 MR. CIRIELLO: Yeah. That, to me, didn't
18 sound like a good deal because they was going to
19 get a lot of cheap rent for practically nothing.
20 And if we have to negotiate with Grumman and give
21 them anything out of their leasehold or to get
22 that small area for a couple of dozen cars, I'd
23 never go with that.

24 MR. WUELLNER: Well, your -- your
25 alternative is you can purchase it.

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1 MR. CIRIELLO: Well, yeah, if they'll give
2 it to us or let us buy it outright, but with
3 conditions that we give them the North 40 for a
4 couple of years, no. I just wanted to be sure
5 that was what --

6 MR. WUELLNER: I mean, you can be onerous
7 and just take it. You don't have -- I mean, you
8 don't have to give other conditions.

9 MR. CIRIELLO: I don't like taking it --

10 MR. WUELLNER: You just have to pay for it.

11 MR. CIRIELLO: -- keeping their candy.

12 CHAIRMAN GREEN: You like that onerous word
13 today.

14 MR. GEORGE: That's right.

15 MR. WUELLNER: Seems to be --

16 MR. GEORGE: I'm going to look that up.

17 CHAIRMAN GREEN: Okay. I think we're ready
18 then to go on to the next Passero presentation.

19 My question is, I was going to take a break at
20 6:15. Is your presentation going to be longer

21 than --

22 MR. HOLESKO: (Shakes head.)

23 CHAIRMAN GREEN: Okay. Go ahead.

24 7.E. - ARAQUAY APRON DEVELOPMENT SCHEDULE

25 MR. HOLESKO: Real quick. A few months ago,

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1 I believe it was Mr. Gorman who -- who asked me,
2 as well as Doug from LPA, to talk about overall
3 project scheduling and what it takes to really
4 get something from a concept all the way to
5 construction usability.

6 So, in speaking with Mr. Wuellner regarding
7 a future project, which is the feasibility of
8 doing a new corporate taxiway and new aircraft
9 parking area, and looking at whether or not that

10 was possible to have that up and operational
11 prior to January of 2005. So, we've prepared
12 this -- this schedule. And I'm going to step out
13 of the way and talk on the other side, if I may.
14 I think I can speak loud enough where you'll hear
15 me.

16 But just looking at a chronological
17 schedule, we looked at the idea if we actually
18 had direction from the Authority and started
19 today, in October of 2003, and looking at that
20 project, looking at an apron, taxiway and hangars
21 being optional; going with a notice to proceed
22 for design November of 2003, in January or
23 February; bringing you 50 percent plans and the
24 probable cost of construction; stormwater
25 permitting, beginning that in February, March of

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1 2004; 90 percent plans and specifications,
2 engineering report and updated costs, March of
3 2004; a hundred percent plans getting ready to
4 hit the street for bidding in April of 2004;
5 advertising in April, May; getting your
6 stormwater permit in May and June; opening the
7 bids in May and June; and getting your notice to
8 proceed for construction in June and July, takes

9 you to the completion of construction to
10 December -- December 15th right now, over a year
11 from today for that apron and taxiway.

12 So, you're looking at 14 months from right
13 now. If you begin to add the buildings, which is
14 another factor in terms of lead time in ordering
15 buildings, that puts that anywhere from December
16 to March of 2005 and really doesn't give you a
17 lot of flexibility.

18 Our -- our time frames inside here in terms
19 of turnarounds and awards of bidding and things
20 like that, concurrence from the FAA and DOT,
21 there's not a lot of fat in there for a 14-month
22 project schedule.

23 So, I just wanted to bring that to you right
24 now and let you see that that's what we're
25 looking at right now, if you really did think

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1 about having a new taxiway and the new parking
2 area open for January of 2005.

3 CHAIRMAN GREEN: Thank you. Any public
4 discussion? Mr. Slingluff?

5 MR. SLINGLUFF: I think now is the time to
6 start planning for the Super Bowl onslaught
7 course. Last week, we handled over 200 airplanes

8 coming in. Utilizing the runways, we can again
9 handle that many airplanes. I would hate to
10 accelerate a fairly in-depth program for a --
11 basically, a one-week event.

12 And the Araquay Park program, I think, is
13 very important and needs to be planned out very
14 expeditiously and very down to the minute detail.
15 We also have a history of not getting things done
16 in 14 months. So, just take that under
17 advisement.

18 CHAIRMAN GREEN: Any further public
19 discussion?

20 (No further public discussion.)

21 CHAIRMAN GREEN: Seeing none, board
22 discussion, Mr. Ciriello?

23 MR. CIRIELLO: Yeah, for Mr. Passero's (sic)
24 representative. Do you happen to know, within
25 the scope of you're talking about this apron

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1 development and everything, if any of this is
2 going to involve the taking of any homes? Is
3 right now, like you get the go-ahead to go ahead,
4 do we have to take any homes, or is all of that
5 already out of the way?

6 MR. HOLESKO: We have not -- we have not put

7 a specific taxiway and apron over any land you
8 own or don't own at this time. So, that would be
9 additional, I would assume.

10 MR. WUELLNER: This is just what it takes to
11 do a project, regardless of where you do it.

12 MR. CIRIELLO: Huh?

13 MR. WUELLNER: This is what it takes to do a
14 project regardless of where you do it. That's --
15 that's the lead time to develop the project,
16 regardless of whether you own the property
17 already, don't own the property, or whether it's
18 on the airport, inside the fence as you know it
19 now or outside the fence.

20 MR. CIRIELLO: Well, my concern,
21 Mr. Wuellner, is that if we already own the
22 property, even though -- and all we're doing is
23 going through the ritual of go ahead with the
24 construction, then I have no problems.

25 But if there's a couple of properties that

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1 we have to acquire that we have not yet done that
2 you're going to do with that \$5 million, before I
3 say go ahead with this project, I want to know
4 that those properties are clean and clear and
5 that none of the people involved is going to be

6 fighting us and say, "No, I'm not going to give
7 it to you."

8 In other words, you know, I'm -- so I don't
9 want to sit here and vote yes on this thing if
10 I'm not sure that there's going to be a problem
11 with the property owners, because I've told you
12 guys a thousand times I'm behind those property
13 owners a hundred percent.

14 MR. WUELLNER: This isn't something you're
15 voting on.

16 CHAIRMAN GREEN: No.

17 MR. WUELLNER: It's informational, give you
18 an idea of what the lead time required to do a
19 project --

20 MR. CIRIELLO: Well, he's not looking for
21 direction to go ahead and start doing all of this
22 designing and everything.

23 MR. WUELLNER: No, sir.

24 MR. CIRIELLO: Okay.

25 CHAIRMAN GREEN: Mr. George?

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1 MR. GEORGE: As -- as a clarification, I
2 think that the -- the purpose of this document,
3 Mr. Ciriello, was every time we get into a
4 discussion about Araquay or this, that, and the

5 other, Super Bowl always comes up.

6 So, I think what Mr. Cox was trying to say
7 is, well, give me a best can-do schedule. And I
8 think from this, we can all see, you might as
9 well kiss any idea of the Super Bowl out; this
10 ain't -- this is not going to happen. But they
11 did exactly what we asked them to do, give us a
12 best case, which we -- I think we all agree is
13 not going to happen.

14 MR. CIRIELLO: Well, I'm not pointing any
15 fingers at --

16 MR. GEORGE: No, no, no.

17 MR. CIRIELLO: -- them, don't get me wrong.

18 MR. GEORGE: No, no. I'm just trying to
19 keep from three months from now somebody says,
20 "Well, you guys are still trying to get this
21 done," you know, "by the Super Bowl."

22 MR. CIRIELLO: Okay. Suppose then that we
23 give him the go-ahead and he starts doing all the
24 designing and everything, and they -- it's going
25 to come in to thousands of dollars whether it

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1 happens or not, and all of a sudden there's a
2 sticking point that somebody with a piece of
3 property is saying no, that's going to delay

4 things, and then we're going to end up paying for
5 a design that we can't go ahead with in the
6 proper time --

7 MR. GEORGE: Right.

8 MR. CIRIELLO: -- that we want because of
9 that sticking point. I want to know that
10 everything is clear, that we can just go ahead
11 and go with this without any hangups.

12 CHAIRMAN GREEN: I don't think --

13 MR. CIRIELLO: That's all I'm concerned
14 about.

15 CHAIRMAN GREEN: Right. I don't think this
16 was discussion to go ahead or anything. This was
17 just if we had everything, it would take us this
18 long, and it doesn't look like it's feasible for
19 January 2005.

20 MR. CIRIELLO: Well, he's not asking to go
21 ahead and start designing this?

22 MR. HOLESKO: No.

23 CHAIRMAN GREEN: No.

24 MR. HOLESKO: And I would want to let you
25 know that we would expect that to come up at

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1 bullet number 1. We wouldn't get off bullet
2 number 1. You would not start the project.

3 MR. CIRIELLO: Okay.

4 MR. HOLESKO: Those would be issues that
5 would come up during the detailed scoping
6 meeting.

7 MR. CIRIELLO: All right. Thank you.

8 CHAIRMAN GREEN: Any other board discussion?

9 (No further board discussion.)

10 CHAIRMAN GREEN: Thank you very much. I
11 guess we can take a five-minute break at this
12 point in time. Ed, are you asking for a
13 direction on F., a vote tonight?

14 MR. WUELLNER: No. Just -- just direction
15 as to whether you want to interview all of the
16 firms --

17 CHAIRMAN GREEN: Okay.

18 MR. WUELLNER: -- or you want a short list
19 based on what you have and interview just a few
20 of them. You tell us. It should be fairly --
21 this other one's -- I think everything else is
22 fairly --

23 CHAIRMAN GREEN: Quick. Okay. I just want
24 to make sure if there was a vote needed on that.
25 Okay. We'll take a quick five-minute break and

1 we'll resume back at 6:18 by this clock.

2 (Whereupon, a recess was had.)

3 MR. GEORGE: Okay. We'll get the meeting
4 started again. I want to apologize for our
5 chairman. She had another commitment that she
6 had to go to, and she apologized for having to
7 run out. Anyway, I'm Wayne George and I'll be
8 taking over for now.

9 We had a request to kind of hold down some
10 of the background noise. It's kind of hard for
11 our recorder to get everything down when there's
12 noise going on, you know, back and forth, so I
13 would appreciate any help. Okay. Item --

14 MR. WUELLNER: 7. Echo.

15 MR. GEORGE: 7. Echo.

16 7.F. - RPR SERVICES - TERMINAL CANOPY HANGAR

17 MR. WUELLNER: All right, sir. RPR Services
18 for the terminal canopy hangar. You have in your
19 possession a proposed supplemental agreement,
20 03-04 from Passero relative to providing the
21 project inspection services for the -- what as
22 you -- what you folks know as Phase II of the
23 terminal project.

24 Services are provided in the adopted budget.

25 And no legal impacts. And it's Staff

1 recommendation that we award the RPR Services
2 contract, which is Supplemental Agreement 03-04,
3 to Passero in the not-to-exceed amount of \$30,000
4 for the RPR Services, which is the project
5 inspection services for that project.

6 MR. GEORGE: Okay. Any public comment?

7 (No public comment.)

8 MR. GEORGE: Hearing no public comment, I'll
9 open it up to board.

10 MR. CIRIELLO: Mr. Chairman?

11 MR. GEORGE: Yes.

12 MR. CIRIELLO: Ed, you said that the staff
13 recommends to not exceed \$30,000, but back inside
14 here --

15 MR. WUELLNER: It should be \$30,200.

16 MR. CIRIELLO: -- it's \$30,200.

17 MR. WUELLNER: You're correct. It should be
18 \$30,200.

19 MR. CIRIELLO: Well, with that correction
20 made, I'll make a motion that we accept Staff's
21 recommendation.

22 MR. GEORGE: I don't know how, if there's
23 any -- can we hold that and see if there's any
24 other comments from the -- of the board? Anybody
25 else? Mr. Cox, do you have any comments?

1 MR. COX: No.

2 MR. CIRIELLO: If we get a second, we can
3 make all the comments we want.

4 MR. GEORGE: Oh, that's true. Okay. We
5 have a motion to accept Staff with that minor
6 modification of \$30,200. Do I have a second?

7 Fine. I'll second it. Discussion?

8 (No discussion.)

9 MR. GEORGE: No discussion. All in favor of
10 accepting Staff recommendation with the changing
11 of the dollar amount to \$30,200, say aye.

12 MR. COX: Aye.

13 MR. GEORGE: Aye.

14 MR. CIRIELLO: Aye.

15 MR. GORMAN: Aye.

16 MR. GEORGE: Opposed?

17 (No opposition.)

18 MR. GEORGE: Carried.

19 7.G. - LEGAL SERVICES PROPOSAL REVIEW

20 MR. WUELLNER: Okay. The next item I have
21 is relative to legal services. And you -- we
22 received on your behalf proposals from five firms
23 interested in providing legal services to the
24 Authority. We gave you copies of those five
25 proposals.

1 We're now looking to you for direction on
2 how you wish to proceed in whittling that list
3 down to a preferred firm to start contract
4 negotiations. Keep in mind that the process is
5 still governed by Florida Statutes as it applies
6 to profess -- acquiring professional services for
7 a public entity.

8 So, it's very similar to just what you went
9 through with consultants. You may at this point
10 narrow this list down, calling it a short list,
11 and -- and pick a -- several firms -- my
12 suggestion is not less than three -- to interview
13 at the next meeting, and then make a selection
14 after that meeting. You may choose to look at
15 all five of them. May have some sort of
16 presentation in question-and-answer segments set
17 up for the next meeting, at which point you would
18 rank those and again begin contract negotiations.
19 At this point, the time line is such that the
20 earliest you could have someone under contract
21 looks to be like the December meeting.

22 MR. GEORGE: Okay. Any public comment?

23 (No public comment.)

24 MR. GEORGE: Board comment? Mr. Gorman?

25 MR. GORMAN: I found that during the

1 selection of the engineering consultants, that
2 the -- outside the board comment, was just very
3 effective. In other words, you got a lot of
4 different people, a lot of different walks of
5 life, and I thought you got a really objective
6 assessment that way.

7 And also, it keeps, let's say someone in the
8 board, for instance myself, that's not a lawyer
9 from having their own preconceived notions too
10 effective. In other words, dictate too much.

11 So, I thought the committee thing worked
12 well, and I'd suggest it again, but fast-track
13 it, kind of like we did before. That's my own
14 suggestion. I thought -- I'm not going to
15 volunteer for it this time, though.

16 MR. GEORGE: Mr. Ciriello?

17 MR. CIRIELLO: Yes. Mr. Chairman, I'd like
18 to ask Ed, Mr. Wuellner, when we decide how many
19 we want and they come in and get interviewed and
20 we finally pick one, how then does that proceed?

21 Does the staff sit down and negotiate a
22 contract with these people, or can the whole -- I
23 think the whole board should be involved, since
24 it's our money that they're getting. Because

25 what I -- I wouldn't mind -- wouldn't mind having

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1 all five of them come down, but I'll -- I've
2 already done my homework. I've graded everybody
3 and ranked them how I want.

4 But this one organization from Tallahassee
5 and Fort Lauderdale, a small organization, I kind
6 of like their presentation. But nowhere in
7 there -- they say they'll attend meetings or
8 anything -- they say they'll have a local office.

9 So, I'm concerned that if by some chance
10 they got picked, then I -- I don't see how they
11 would come back and forth at least once a month
12 and maybe more from Tallahassee or Fort
13 Lauderdale, driving three, four hours each way,
14 to attend a meeting. Of course, our meetings now
15 are going over an hour, an hour and a half --
16 without maybe wanting remun --

17 MR. WUELLNER: Pay.

18 MR. CIRIELLO: -- pay for the traveling and
19 everything. So, I have them listed last,
20 although I like them. So, if -- if nobody else
21 has any concerns, like you say a minimum of
22 three, if they've already got them graded like I
23 do, I would go with a minimum of three to be

24 interviewed.

25 Mr. Gorman's comment, I can understand it,

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1 and I don't have too much of an objection to it,
2 but when we picked the consultants the last time
3 and you had the committee, and I would -- I think
4 I already publicly said I praised them for their
5 work and they've put in time and effort, but when
6 they came in, it was, "Here's the ones we want
7 you to look at." And that was it. It was a
8 ultimatum -- that's not the right word. I know
9 the right word. But not a recommendation.

10 So, if we pick and go that route of another
11 committee, I want that committee to understand
12 they don't come in here and tell us, "Here's what
13 we think and these are the guys you're going to
14 go with."

15 It's just strictly a recommendation, that we
16 don't have to take what they say. Otherwise, I'm
17 not going to want a committee. I want to do my
18 own homework.

19 MR. WUELLNER: Well, you -- you've always
20 been able to reserve the right to do that.

21 MR. CIRIELLO: Well, not unless the board
22 says so. You know, I mean --

23 MR. WUELLNER: Well --

24 MR. CIRIELLO: That's the way I want to go.

25 MR. WUELLNER: The committee's work is

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1 just --

2 MR. CIRIELLO: I want to do it myself, which
3 I've already done. But if we go his way, I want
4 him to understand that they're only recommending
5 and they're not coming in with a mandate.

6 MR. WUELLNER: Correct.

7 MR. GEORGE: Okay. Mr. Cox?

8 MR. COX: Yeah. I don't -- I think the
9 committee thing's going to draw it out. I would
10 suggest that our Chair get together with Ed and
11 they decide on three likely candidates and they
12 present those to the board and they can come
13 present us this.

14 So, the -- the three candidates -- I mean,
15 the three groups between you and the chairman, if
16 you want to decide on which three it is out of
17 the five, because she's very familiar with -- I'm
18 sure with the law firms in the area, I think it'd
19 be a good deal. And present us with three and we
20 can talk to them.

21 MR. CIRIELLO: Well, wait a minute, Mr. Cox.

22 Why did I go through the trouble of reading these
23 three times and grading them and trying to be
24 fair and everything to -- if I'm not going to
25 have any say in which ones?

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1 Now, you're going to turn it over to the
2 chairman and Mr. Wuellner to make the decision.
3 So, why did we even do this? I don't know about
4 you guys, but why did I do it if I'm not going to
5 have an input in it?

6 MR. GEORGE: I have a comment to make, also.
7 I'm kind of in agreement with Mr. Ciriello, that
8 the committee is a good idea, but because of the
9 sunshine law, we can only have one of our board
10 members there.

11 MR. GORMAN: True.

12 MR. GEORGE: So, I -- I think that this is
13 important enough to our day-to-day operations
14 that we need an input. I did my homework and
15 I'm -- I'm ready to stand up and say, "Bring in
16 Foley, Lardner; bring in Lewis, Longman & Walkman
17 (sic); and Rogers, Towers. Bring those three
18 companies in for a presentation to the board.
19 Anybody -- can anybody go along with that?

20 MR. COX: That's the exact three I had, but

21 that's fine.
22 MR. CIRIELLO: Well, let me get my toes here
23 and see -- and I'll tell you how I have them
24 rated, okay? You guys go ahead and talk. Just
25 for a minute.

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1 MR. GEORGE: Mr. Gorman?

2 MR. CIRIELLO: I'm not afraid to say what I
3 came up with.

4 MR. GEORGE: Mr. Gorman, do you agree with
5 the concept of pick three and let's go with those
6 or --

7 MR. GORMAN: I'm just looking for zeal. I
8 don't care how we pick them. I just want someone
9 that -- that this airport's the most important
10 thing in their life, rather than a big company
11 that just assigns people.

12 MR. GEORGE: The three I picked were the
13 ones in very close proximity to it and also have
14 some impressive credentials in working with, you
15 know, airports. So, that's --

16 MR. GORMAN: Right.

17 MR. GEORGE: -- how I came up with the
18 numbers.

19 MR. CIRIELLO: Okay. Here we go. Here's --

20 here's my ranking: I just have the one name
21 down. Lewis, I have at 92.
22 MR. GEORGE: Okay.
23 MR. CIRIELLO: Foley, I have at 91; Vernis,
24 I have at 82; Rogers at 80; and the ones from
25 Tallahassee, 72. And that's only mainly because

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1 of the distance, and I don't see how they can
2 come to our meetings.
3 MR. GEORGE: Yeah.
4 MR. CIRIELLO: But that's -- so I have
5 Lewis, Foley, and Vernis as my first three
6 choices.
7 MR. GEORGE: Okay. I think I heard Mr. Cox
8 say he had the same ones that I did. I think
9 where we disagree is we -- is I have Rogers,
10 Towers above your Vernis --
11 MR. CIRIELLO: Well, could we make it four,
12 then? Include Rogers, because I have them --
13 MR. GEORGE: We can do that.
14 MR. CIRIELLO: Four isn't going to be too
15 hard.
16 MR. GEORGE: Right.
17 MR. GORMAN: Well, since I'm going to get
18 outvoted on the -- on the committee idea, I have

19 the three, Foley & Lardner; Williams & Wilson;

20 and Lewis and Longman and Walker.

21 MR. GEORGE: Give me those again.

22 MR. GORMAN: Lewis, Longman & Walker;

23 Williams, Wilson & Sexton; Foley, Lardner's --

24 MR. WUELLNER: That -- that makes all five.

25 MR. GEORGE: Makes all five.

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1 MR. GORMAN: Just hold on.

2 MR. COX: I've got the Yellow Pages over

3 here. We can --

4 MR. GORMAN: Well then, bring in all five

5 then.

6 MR. CIRIELLO: I have no problems with

7 bringing in all five.

8 MR. GORMAN: What's -- what is -- what's

9 the -- let's talk -- let's talk about what -- I

10 just looked at rankings in the thing. What's the

11 advantage or disadvantage to not interviewing all

12 five, for instance? Let's discuss that real

13 briefly.

14 MR. WUELLNER: Just a little more time.

15 MR. GEORGE: Let's try it. It's just time.

16 MR. WUELLNER: No other disadvantage.

17 MR. GEORGE: You know, we need to -- we can

18 bring all five in and we can vote on that right

19 now and get it over and go into the next --

20 MR. COX: Bring all five in and let's just

21 go for it, okay?

22 MR. GEORGE: Do I have a motion for that?

23 MR. CIRIELLO: Is that a motion?

24 MR. COX: Yeah.

25 MR. CIRIELLO: I'll second it.

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1 MR. GEORGE: Any discussion? I have a
2 discussion. If we're going to do this, I'm in
3 agreement with Mr. Ciriello. We (sic) give us
4 these nice packets and I spend about an hour and
5 a half going over them so we can come back and --
6 and just bring them all in because that's the
7 easiest thing to do. I think it's wrong. We
8 have a motion. We have a second. All in favor?

9 MR. COX: Aye.

10 MR. CIRIELLO: Aye.

11 MR. GORMAN: Aye.

12 MR. GEORGE: Aye. All opposed?

13 (No opposition.)

14 MR. GEORGE: Fine. Mr. Wuellner, would you
15 bring all five of them in, please, sir?

16 MR. WUELLNER: Yes, sir, we will schedule

17 it. We have already agreed to bypass G and H.

18 7.H. - EARTH TECH CONTRACT STATUS

19 MR. WUELLNER: Item I was information -- a

20 statement was made during the shade meeting that

21 perhaps the board wanted to look at contractual

22 relationship with Rogers, Towers based on the

23 outcome and statements made at the -- at the

24 mediation discussion. We provided -- we --

25 MR. GEORGE: Do you think we ought to wait

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1 till Doug gets back in to -- let's skip over to

2 the next one?

3 MR. WUELLNER: That's fine. I don't know

4 that you've got any --

5 MR. GEORGE: Okay. Then let's keep on with

6 it. I. I was just --

7 MR. WUELLNER: If we do, we'll know pretty

8 quick.

9 MR. GEORGE: Okay. Moving right along --

10 MR. WUELLNER: Basically, we posed the

11 question to our legal counsel what the options

12 were, and the response was you can pretty much do

13 anything you want. With 30-day notice, you could

14 terminate existing agreements. You can terminate

15 the base contract, whatever.

16 Staff's recommendation is that you --
17 they've already stated they do not intend to
18 execute any new agreements with the Airport
19 Authority. And our recommendation is, due to the
20 fact that we have several ongoing agreements that
21 are in various stages of completion -- we're not
22 contemplating new work to them at this point --
23 is to allow those contracts to just finish out
24 and be done with it.

25 All the new work, since probably May or

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1 early June, has been going to one of the two new
2 consultants since that point, anyway. And it
3 just -- it seems more prudent, rather than yank
4 something out and have to get another consulting
5 engineer up to speed on a project, is probably
6 time consuming -- time consuming, as well as, you
7 know, we're going to miss something at this
8 point.

9 And my recommendation is let's -- let's just
10 finish out the existing agreements with Earth
11 Tech, not award any additional contracts, and let
12 it -- let it die its death at the end of those
13 contractual arrangements you have now.

14 Probably the longest lead item you've got

15 right now is contracting -- or is inspection
16 services related to the -- related to Taxiway
17 Bravo, which will take it into the spring, but
18 it's limited, it's project inspection for the FAA
19 job. Other than that, virtually everything else
20 will be wrapped up in the next couple of months.

21 MR. GORMAN: Is there not some way that we
22 could be compromised by the fact that there is
23 certainly not a very good relationship between
24 this board and that firm in that inspection
25 process? I understand you just don't want to

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1 complicate the issue, you know. But I'm --
2 but --

3 MR. WUELLNER: Sure.

4 MR. GORMAN: -- can we not have inspection
5 processes compromised by the fact that -- that we
6 are -- that's the obvious question to ask.

7 MR. WUELLNER: Sure. But we have -- we've
8 not seen any evidence of that, even -- I mean,
9 we've been in discussions along their line.
10 There's been absolutely no evidence of that up to
11 this point. I mean, they're professional
12 engineers and have -- have, you know, a licensing
13 issue if they're out there doing -- you know --

14 MR. GEORGE: Right.

15 MR. WUELLNER: -- doing things maliciously.

16 I -- I think we're -- we're fine. This is site

17 civil work, moving through Taxiway Bravo. It's

18 not new work.

19 MR. GEORGE: Any public comment?

20 (No public comment.)

21 MR. WUELLNER: You don't have to do anything

22 if you let them expire their natural death. If

23 you want to truncate that agreement, that will

24 require a motion and some direction on what you

25 want us to do.

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1 MR. GEORGE: Right. Okay. We'll open it up

2 for discussion by the board. And my -- I'll take

3 it first. What's the -- what's the size dollar

4 amount of the -- their role in the Taxiway B?

5 MR. WUELLNER: It's about \$60,000, \$65,000,

6 I think, is the residual work left.

7 MR. GEORGE: How much do we -- wait a

8 minute. \$65,000 is the work they're going to

9 have to do?

10 MR. WUELLNER: That's the balance -- that's

11 inspection services for the duration of the

12 contract.

13 MR. GEORGE: How much would it --
14 MR. WUELLNER: Of which we pay 5 percent.
15 MR. GEORGE: Okay. How much would it impact
16 us if we switched engineering firms in the middle
17 of that project?
18 MR. WUELLNER: Well, I -- I can't give you a
19 firm answer because you'd have to negotiate --
20 MR. GEORGE: Give me a wag.
21 MR. WUELLNER: -- a new agreement. I'm --
22 given the duration of the project, it's got to be
23 a number similar to that. Depending -- you know,
24 the total should be that kind of number now.
25 MR. GEORGE: Okay.

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1 MR. WUELLNER: Whether it's divided among
2 two firms at some point or --
3 MR. GEORGE: So, what you're saying, if we
4 went with your recommendation and let everything
5 they're working on continue and give all of the
6 new stuff to one of our new -- two new
7 engineering firms, we would from now till the end
8 of their contract, we'd be paying them in the
9 neighborhood of about \$65,000 for work that's
10 still to be performed in a professional manner,
11 which I have no doubt that they would.

12 MR. WUELLNER: Yeah. That's an approximate
13 value.

14 MR. GEORGE: Okay. All right.
15 Mr. Ciriello?

16 MR. CIRIELLO: Yes. This -- this, what
17 you're talking about, is in effect to let them go
18 ahead and finish what they're already on, but not
19 give them anymore. But according to this
20 memorandum, it is really a termination thing,
21 right? They're being terminated for --

22 MR. WUELLNER: No.

23 MR. CIRIELLO: -- all practical purposes.

24 MR. WUELLNER: Well, in a practical matter,
25 yes. But they've already -- they indicated to us

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1 that they had no desire to execute any new
2 agreements with us. So, it's --

3 MR. CIRIELLO: Okay. That -- that's what I
4 was getting at. I was just wondering if --

5 MR. WUELLNER: -- mutually dying if you let
6 everything finish out.

7 MR. CIRIELLO: -- if they had any
8 objections, that maybe they should be heard, you
9 know, like the other side of the story. But if
10 that's what they said, I'm for it.

11 MR. GEORGE: Mr. Cox?
12 MR. COX: My suggestion is to follow with
13 Staff's recommendation and continue along with --
14 to allow them to continue out their contract.
15 MR. GEORGE: Mr. Gorman?
16 MR. GORMAN: I would just have to trust
17 Mr. Wuellner's judgment on this one. In other
18 words, we might complicate the issue if we don't
19 just go --
20 MR. GEORGE: Okay.
21 MR. GORMAN: -- and get this over with.
22 MR. GEORGE: I'm entertain a motion, then.
23 MR. CIRIELLO: I'll make the motion, Staff
24 recommendation.
25 MR. COX: Second.

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1 MR. GEORGE: I have a motion and a second.
2 Any discussion?
3 (No discussion.)
4 MR. GEORGE: All in favor?
5 MR. COX: Aye.
6 MR. GEORGE: Aye.
7 MR. CIRIELLO: Aye.
8 MR. GORMAN: Aye.
9 MR. GEORGE: Go get 'em, guys.

10 7.I. - BANK LOAN

11 MR. WUELLNER: Okay. Next item I've got,
12 7. -- 7.J., which is the subject of the bank
13 loan. We, at your direction, solicited lending
14 institutions relative to the providing of a \$5
15 million borrow to the Airport Authority. We
16 notified by direct mail 18 financial institutions
17 in Northeast Florida. We also advertised the
18 project in accordance with the requirements.

19 Two letters were received, or notifications
20 were received, where they declined to bid for
21 various reasons. We did receive three proposals.
22 Three proposals were from Wachovia, Bank of
23 America, and SouthTrust Bank -- excuse me --
24 SunTrust Bank.

25 We evaluated, with the assistance of --

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1 enlisted Mr. Martinelli to come in and provide
2 some technical assistance in evaluating those.

3 We're generally in concurrence that the
4 Wachovia bid, option number 3, which is a 12-year
5 nonrevolving loan term, and it gives you the
6 ability to lock in a fixed rate at any point
7 during the first two years, but would also give
8 you the ability to just pay interest only during

9 the first two years while you determine, through
10 the purchasing aspect, exactly what the -- the
11 borrow -- borrowing needs are of the Airport
12 Authority and the -- up to the \$5 million.

13 So, it gives us maximum flexibility during
14 the first couple of years. At any time during
15 that two-year period, should we start seeing
16 something funky going on with interest rates, you
17 have the ability to very quickly lock down a
18 fixed rate at that point and shield ourselves
19 from anything else during the balance of it.

20 So, that would be our recommendation back to
21 you, is to accept Wachovia's bid option number 3
22 for a 12-year nonrevolve or term loan. And, of
23 course, we'd keep you updated relative to the --
24 what the rates are doing and the like, and at
25 some point, if it makes sense, to avail ourselves

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1 of a lock-down, we'll -- we'll certainly get back
2 to you with that information.

3 The next -- if you agree with that as a
4 recommendation, the next step would be is we will
5 work with our bond counsel. They will draft
6 what's called a borrowing resolution from this
7 entity and work out the legalese relative to

8 how -- how the borrow is actually structured.
9 That will be presented back to the Authority
10 ideally at the November meeting, at which point
11 you would execute that resolution or authorize
12 its execution. And the -- the ability to borrow
13 would be a function of that resolution. But
14 shortly thereafter, you'd be -- the funds would
15 be available to the Authority to begin draw-down,
16 should -- should they need it for property
17 acquisition.

18 So, in a nutshell, that's how the process
19 would work. You would not be committed to a
20 loan, in that you sign on the dotted line until
21 at least your November meeting.

22 MR. GEORGE: Any public comment?

23 Mr. Martinelli?

24 MR. MARTINELLI: Well, I -- I have reviewed
25 all three of them, and as Mr. Wuellner said, I

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1 think by far the Wachovia proposal is head and
2 shoulders above the others.

3 MR. GEORGE: Any other public comment?

4 (No further public comment.)

5 MR. GEORGE: Close the public comment and go
6 for board. Mr. Ciriello?

7 MR. CIRIELLO: Mr. Chairman, Ed, if I go
8 along with this -- again, like I said earlier,
9 this isn't locking in the loan specifically for
10 Araquay Park. This could be for anything.

11 MR. WUELLNER: Correct.

12 MR. CIRIELLO: In other words, if I said yes
13 to this --

14 MR. WUELLNER: Any -- any public-use
15 project.

16 MR. CIRIELLO: Okay. Because, you know, I
17 just want that clear. Okay.

18 MR. WUELLNER: All right?

19 MR. CIRIELLO: Thank you.

20 MR. GEORGE: Mr. Gorman?

21 MR. GORMAN: I'm just curious as to why
22 Wachovia would be so much more lucrative. I
23 thought banks really were quite competitive.
24 Just --

25 MR. WUELLNER: They think out --

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1 MR. GORMAN: Just if there was a comment on
2 that.

3 MR. WUELLNER: They think out of the box, so
4 to speak, if you like that English.

5 MR. COX: You're full of surprises tonight,

6 Ed.

7 MR. WUELLNER: Just flowing out tonight.

8 MR. COX: Onerous thinking?

9 MR. WUELLNER: Onerous thinking.

10 MR. GEORGE: I have a problem with the
11 prepayment penalty being negotiable.

12 MR. WUELLNER: Basically, they were telling
13 us it was negotiable downward. It was -- they
14 had submitted, and if you looked at the bid
15 itself, they had a -- a repayment -- or, excuse
16 me, an early payment clause that structures over
17 the life of the loan.

18 And when we discussed it with them, because
19 we weren't particularly clear on how they were
20 applying it, they said, well, actually, we threw
21 in the boilerplate and we are quite willing to
22 negotiate that down to something -- something
23 else. So, that would be a function of what we do
24 over the next month, too. It's --

25 MR. GEORGE: Okay. It's my understanding

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1 then that you're asking us to give you direction
2 to go into the next step of negotiating --

3 MR. WUELLNER: Correct.

4 MR. GEORGE: -- with Wachovia, but we still

5 have a chance to come back.

6 MR. WUELLNER: Yes.

7 MR. GEORGE: After you negotiate that, we
8 then have to approve it.

9 MR. WUELLNER: We'll -- we'll negotiate
10 in -- with bond counsel, we will negotiate and
11 create what's called the borrowing resolution,
12 which is essentially the loan documents, at which
13 point that comes back to you for concurrence,
14 which will be the -- or approval, which will be
15 at your November meeting.

16 Up till that meeting and including that
17 meeting, you can decide not to do it. You can
18 try another option. You can do whatever. The
19 only caveat I'd throw in there is that some of
20 the proposals do have some time limitations, that
21 they're only good for 30 days or 45 days or
22 something like that. But that, I'm sure, could
23 be overcome if you decide to do something
24 different in November.

25 MR. GEORGE: Okay. And we've had a long

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1 relationship with Wachovia for --

2 MR. WUELLNER: Yeah, they are our --

3 MR. GEORGE: Right.

4 MR. WUELLNER: -- our bank, as such.

5 MR. GEORGE: Okay.

6 MR. GORMAN: Is there any way we can get any
7 more detail as to, in other words, when we get
8 our -- our federal funding and -- versus when
9 these notes will be due? In other words, is that
10 detail necessary for us to see?

11 MR. GEORGE: I think Mr. Wuellner has that.
12 We had it in the budget, you know.

13 MR. GORMAN: Right. It --

14 MR. GEORGE: It's, as a matter of fact, on
15 the back of your project sheet here, it shows
16 when we're looking at --

17 MR. GORMAN: I've looked at the project
18 sheet, Wayne.

19 MR. GEORGE: Yeah.

20 MR. GORMAN: I'm just curious as to whether
21 that -- that prepayment penalty would be a
22 negotiable issue before the final.

23 MR. WUELLNER: What we're -- what we're
24 optimistic of being able to do is negotiate into
25 the agreement basically the repayment schedule as

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1 identified by FDOT, so that those would be, at
2 least one time a year for the first five years,

3 the ability to drop the nut, if you will --

4 MR. GORMAN: Okay.

5 MR. WUELLNER: -- on -- on that. Our -- our
6 important years are the first five years, because
7 that's when we get the significant re -- or money
8 back from Florida DOT. It's also the Authority
9 could avail themselves of knocking out their
10 portion of it and effectively retiring the thing
11 at five years.

12 MR. GORMAN: That's why I asked, only
13 because it's --

14 MR. WUELLNER: Which was always our general
15 intent.

16 The fallback is if DOT's money fell apart,
17 you've gotten 10 years to retire the nut at this
18 point -- actually 12, based on this here.

19 MR. GEORGE: Okay. Any other discussion?

20 (No further discussion.)

21 MR. GEORGE: I will entertain any kind of
22 motion you want to make, but one would be
23 accepting Staff recommendation.

24 MR. COX: Motion to accept Staff
25 recommendation for Wachovia proposal.

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1 MR. GEORGE: I have a motion. A second?

2 MR. CIRIELLO: Second.

3 MR. GEORGE: Have a motion and a second.

4 Any discussion?

5 (No discussion.)

6 MR. GEORGE: All in favor of the motion to

7 give direction to Mr. Wuellner to continue

8 negotiating with Wachovia Bank, say aye.

9 MR. COX: Aye.

10 MR. GEORGE: Aye.

11 MR. CIRIELLO: Aye.

12 MR. GORMAN: Aye.

13 MR. GEORGE: Opposed?

14 (No opposition.)

15 MR. GEORGE: Okay.

16 MR. WUELLNER: If you will indulge me, I'll

17 find out where we are with that other item.

18 MR. GEORGE: All right.

19 MR. GORMAN: Okay.

20 MR. COX: Can we open this to discussion

21 right now on this next thing?

22 MR. GEORGE: Let's wait till they get in.

23 I'm not even sure where we get back into it.

24 Maybe just get back into it as an item, and they

25 say, and they have public comment.

1 (Pause in the proceedings.)

2 MR. GEORGE: I'm going to officially adjourn
3 the meeting so we can be more relaxed in here
4 until it comes back.

5 MR. COX: Recess.

6 MR. GEORGE: Recess is the proper term,
7 right.

8 MR. COX: We haven't adjourned yet.

9 (Whereupon, a recess was had.)

10 MR. GEORGE: Let's get back to our seats.
11 We'll reconvene this meeting. Okay. We'll
12 reconvene the meeting at this time.

13 The last item on our agenda is to continue
14 the discussion we had with the Ponce subdivision.
15 And so, I'll turn it over to Mr. Burnett to see
16 what we've come up with.

17 MR. BURNETT: Thank you, Mr. George. In
18 going through the easement -- I can tell you what
19 you've got in front of you. There's a couple of
20 changes.

21 First, the Grant Of Easement, the title of
22 it's been changed to a Grant Of Easement rather
23 than a Grant of Avigation Easement. In reality,
24 it doesn't make a difference what you title the
25 document.

1 The thought from the developer and his
2 attorneys are that it may be less of an
3 abnormality if it is a easement, rather than an
4 avigation easement, for lack of a better word.
5 They probably have their own phraseology for it.
6 But I think it's more unusual -- it's less
7 unusual if it's just an easement, rather than
8 titled an avigation easement.

9 Aside from that, the main changes that you
10 will see in here, but really the -- any changes
11 that you'll see is on page 2 from the original
12 version -- thank you.

13 The types of noise, when you read at the
14 very first paragraph on -- on the second page, it
15 reads, "Said easement and burden, together with
16 all things which may be alleged to be incident to
17 or resulting from the use and enjoyment of said
18 easement, including, but not limited [to] the
19 right to cause in all airspace above or in the
20 vicinity of the surface of Grantors' property,"
21 meaning the developer property, "such noise,
22 vibration, fumes or other particulate matter..."

23 Now, if you stop right there, the main thing
24 that's been eliminated is fuel particles. You
25 still have particulate matter, so for the most

1 part those items are going to be covered anyways.

2 And then it continues on. "...and any and
3 all [other] effects that" might "be alleged to be
4 incident to or caused by the operation of
5 aircraft over [or in] the vicinity of Grantors'
6 property or in landing [at] or" in "taking off
7 from, or operating at or on said
8 St. Augustine-St. Johns County Airport is hereby
9 granted by Grantor; and Grantor does hereby fully
10 waive, remise, and release any right or cause of
11 action which they may now have or which they may
12 have in the future against Grantee, its
13 successors or assigns, due to such noise,
14 vibrations, fumes, dust, or other effects..."

15 Again, the words "fuel particles" have been
16 eliminated from there. "...that may be caused or
17 may have been caused by the operation of aircraft
18 landing at, or taking off from, or operating [at
19 or] on the St. Augustine [St. Johns County]
20 Airport."

21 That language, that's the main change there,
22 is to eliminate fuel particle -- the reference to
23 fuel particles. However, they are waiving their
24 claims related to the other aspects. Yes, sir?

25 MR. GEORGE: I notice in the first part of

1 the paragraph, you know, I would think that, you
2 know, you attorneys normally repeat things, like
3 you repeated every one of the items with the
4 exception of "or other particulate matter" in the
5 second, you know, down -- the third line from the
6 bottom, but you included it in the one at the
7 top. Should that -- is that just an oversight,
8 or...

9 MR. BURNETT: The "other particulate matter
10 or other effects," I think it's conveying the
11 same message. But...

12 MR. GEORGE: I was just trying for
13 consistency.

14 MR. BURNETT: Yes, sir.

15 MR. GEORGE: Whatever. Sorry I interrupted
16 you.

17 MR. BURNETT: No, that's all right. We
18 can -- we can tweak that and make that change as
19 well.

20 MR. COX: Why, Doug, the concern with "fuel"
21 as part of the language?

22 MR. BURNETT: I presume that they would want
23 to be able to -- again, this does not prohibit
24 them from -- from bringing a cause of action

25 against an aircraft, for example, that goes down

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1 and crashes into someone's property there.

2 MR. COX: I understand that.

3 MR. BURNETT: A fuel dump, if someone --

4 particularly in jet aircraft, where they dump

5 fuel, that is particularly a problem. And I

6 think the phraseology itself, just the language,

7 whether it -- that is part of the easement,

8 because particulate matter is covered, and so

9 fuel is a particulate matter, that the -- just

10 the phrase --

11 MR. WUELLNER: Don't want to draw attention

12 to it.

13 MR. BURNETT: -- "fuel" is -- implies to the

14 developer that, I think, that it's going to be

15 more difficult for him to sell homes because

16 people are worried about a lot of fuel coming

17 down on their -- their home. Why else would the

18 language be in the easement? I think is the

19 concern. You can certainly inquire --

20 MR. GEORGE: Okay.

21 MR. BURNETT: -- of the developer.

22 The other thing that -- continuing on to the

23 second paragraph, "Grantor will not hereafter

24 erect..." There's a substantial language change
25 that was made at the beginning.

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1 Do you have the original? The sheet --
2 okay. I see it now. Apologize.

3 That second paragraph, there was some
4 language in here that related to runway -- runway
5 protection zone in -- in an airport hazard. It
6 was vague, even to my reading of it. And so,
7 they wanted to tighten up that language. I can't
8 say that the change there is -- is one that is
9 contrary to the airport.

10 One of the things that -- that was in there
11 previously was it potentially could be construed
12 that it was prohibiting the construction of
13 residences on the property. And I don't think
14 that was the intent.

15 And so, to take out that sort of misleading
16 language, it now reads the way it does, which you
17 can see on there that they cannot use the
18 property in such a manner that light or
19 illumination which might mislead aircraft; they
20 can't install fuel handling or storage facilities
21 or smoke-generating activities. And then it goes
22 on to read that they won't construct churches,

23 schools, or stadiums, which limits the -- deals
24 with some of the FAA standards related to
25 eliminating hazards.

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1 Absent from there, and what's been taken
2 out, is office buildings, shopping centers,
3 restaurants, and child care facilities. Office
4 buildings, they do intend to put in office
5 buildings and retail shopping of some sort. So,
6 there's shopping centers. And restaurants and
7 child care facilities, it's a residential
8 development with some commercial. There may very
9 well be child care facilities and restaurants.
10 So, that's the language they wanted taken out.

11 The next paragraph, again, it goes -- this
12 first part of the paragraph could be construed to
13 limit the type of structures that they could
14 build beyond what the intent was, and so it's
15 been clarified.

16 "Grantor shall not hereafter use or permit
17 or suffer" to be used upon "Grantors' property in
18 such a manner as to create electrical
19 interference" or "radio communication."

20 And it goes on to -- nor make difficult --
21 things that can make it difficult for flyers to

22 distinguish between aircraft lights and others,
23 or to permit or use upon Grantors' lands that
24 cause a discharge of fumes, dust, or smoke so as
25 to impair visibility in the vicinity of the

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1 airport or otherwise endanger landing or takeoff
2 or maneuvering of aircraft.

3 The definition of "aircraft" remains the
4 same in that paragraph.

5 The next paragraph's been tweaked a little
6 bit. "The easement and right-of-way hereby
7 grants to Grantee the continuing right to prevent
8 the erection or growth upon Grantors' property
9 any building, structure, tree, or other object,
10 extending into the airspace over 150 feet from
11 ground level..."

12 You'll see it goes on to say that the
13 Grantee may, in its sole option, meaning the
14 airport may in its sole option, "...mark and
15 light as obstructions to air navigation, any such
16 building, structure, tree or other objects..."

17 And the language, "extending into [the]
18 airspace over 150 feet from ground level, [now]
19 upon or which may in the future [may] be
20 Grantors' --" may in the future "be upon

21 Grantors' property," together with the right of
22 egress and ingress...
23 They wanted to put the 150-foot language in
24 there to clarify that the concern is those
25 objects that's over 150 feet in height.

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1 MR. GEORGE: Is the first part of this
2 telling us he can't do it over 150; then the next
3 one is saying if you do it 150, we might come in
4 and mark it?

5 MR. BURNETT: Well, it's giving us the
6 option -- if say, for example, a tree grows over
7 150 feet for some reason --

8 MR. GEORGE: I want the option to tear it
9 down.

10 MR. BURNETT: Sure. What it's giving --
11 what it's giving the airport is the option, if
12 it's over 150 feet and say it was -- it became a
13 historic tree, the airport could -- rather than
14 go on the property and cut it down, could choose
15 to light that structure. That's foreseeably what
16 it's providing for.

17 MR. GEORGE: Okay. But I didn't see the
18 right we had to go in and cut it down, or to go
19 in. See, I see that we have the right to

20 illuminate it, but I didn't see anywhere it says
21 that we have the right to stop them from putting
22 another structure that's over 150, and if they
23 do, to take it down.

24 MR. BURNETT: Give me one moment, please.

25 Yeah. What is says is, "The easement and

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1 right-of-way hereby grants to [the] Grantee the
2 continuing right to prevent...and to remove from
3 said airspace..."

4 If you skip down, I believe that all
5 continues on. Extending the airspace over 100
6 (sic) feet from ground level and to remove from
7 said airspace...

8 MR. COX: Or, as an alternative, to mark it.

9 MR. GEORGE: Okay. I gotcha.

10 MR. BURNETT: Exactly. They added that
11 second 150-foot language in there just to clarify
12 that it only dealt with those things over 150
13 feet in height.

14 The next section, the next paragraph, where
15 it says, "The parties hereto agree and state that
16 the Grantee has no interest in the Easement
17 Premises other than that specified herein,"
18 that's just saying the airport, unless there's

19 some interest in the property, other than what's
20 granted here, the airport doesn't have anything.

21 The thing that's been stricken from here --
22 there was a quite lengthy paragraph before this
23 that dealt with construction improvements on the
24 Ponce property. And specifically, the bulk of
25 that paragraph dealt with anytime the Ponce

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1 developer or any subsequent purchaser decides to
2 build a structure on the property, they have to
3 submit the plans, not only to the City, but also
4 to the airport so the airport can review the
5 plans. That's -- that's more of one for the
6 Airport Authority to -- again, all of these
7 changes are yet for y'all to approve and
8 consider.

9 MR. GEORGE: Okay.

10 MR. BURNETT: This is the changes that they
11 feel are acceptable. It's a matter of whether
12 you want your staff or not to approve residential
13 construction or other construction.

14 It's a safeguard in that if you have the
15 power to approve or deny the permits for the
16 construction, then obviously you can stop them
17 from -- from constructing something that violates

18 this easement.

19 You still can, after the fact, or through
20 an -- or through injunctive relief in a lawsuit,
21 prohibit them from constructing something that
22 violates this easement. It's just that's an
23 additional measure they you would have had that
24 you don't have in the proposal.

25 MR. GEORGE: Doesn't that kind of open us up

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1 if somebody wants to complain about the noise
2 later on, and let's say, "Well, you approved my
3 permit"?

4 MR. BURNETT: Potentially. Rather than if
5 it's not in there, then you're not approving
6 what's built over there.

7 MR. GEORGE: Right.

8 MR. WUELLNER: True. You're placing limits
9 on it, but you're not approving specific homes.

10 MR. GEORGE: Right. Okay.

11 MR. BURNETT: After that part, the terms all
12 remain the same. Reservation -- other than one
13 minor change. Reservation Of Rights By The
14 Grantor: "The right to use the Easement Premises
15 for any and all..." the word "and all" was added,
16 "...purposes not incompatible with the

17 easement...is expressly reserved by the Grantor."
18 Basically says they can do -- the developer can
19 continue to do whatever they are permitted to do.
20 It's not in violation of the easement.
21 Then paragraphs deal with it runs -- runs
22 with the land. As you heard Ms. Green speaking
23 about earlier, "running with the land" is a key
24 part of an easement, to bind successor owners.
25 "Enforcement," any prevailing party in any

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1 litigation is entitled to recover their
2 attorney's fees.
3 "Construction" deals with how the -- the
4 easement is construed and interpreted.
5 "Notice" deals with how you give notice
6 under the agreement.
7 The "Entire Agreement" says the easement
8 cannot be modified without -- without a written
9 agreement.
10 And "Waiver," there's no waiver of a
11 provision. So, for example, if there's some part
12 in here that the Airport Authority could enforce,
13 but decides -- this board, or the next board
14 decides, well, we're just not going to enforce
15 that, if you get a new board in that decides they

16 want to enforce it, they have the power to
17 enforce it. That's what the antiwaiver provision
18 means.

19 And so that -- that's what the work that
20 we -- or negotiations we had resulted in.
21 Mr. Stokes and his attorneys, Mr. Bailey and Mr.
22 Upchurch, feel comfortable with the language;
23 however, there's one issue, and that is, they are
24 uncertain as to what their lenders' or future
25 lenders' reaction is to this avigation easement.

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1 If it was an easement for right-of-way or an
2 easement for utilities, that's more common,
3 probably less of a concern. Because of the
4 nature of the easement, they're a little bit
5 concerned about it. And they may want to come up
6 and address that.

7 I'm not sure that Mr. -- I don't believe
8 that Mr. Stokes is prepared to execute this Grant
9 Of Easement tonight, because of not knowing fully
10 what the opinion of a lender might be, or a
11 future lender. I'm not sure how they eliminate
12 that uncertainty. But that's where it's at right
13 now.

14 MR. GORMAN: Is there any precedent from any

15 other areas?

16 MR. GEORGE: Let's get some -- can we get
17 the public comment?

18 MR. GORMAN: Oh, I'm sorry.

19 MR. GEORGE: We're going to go right into --
20 I'm sorry. I know that I --

21 MR. GORMAN: No, that's my fault.

22 MR. GEORGE: Any public comment?

23 Mr. Martinelli?

24 MR. MARTINELLI: Going back to the comments
25 made by Mr. Cooper about lighting, is the -- any

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1 airport lighting required now and in the future
2 covered under any of those clauses?

3 MR. WUELLNER: Yes.

4 MR. MARTINELLI: I'm talking about strobe
5 lights, the beacon lights, the RAIL lights,
6 whatever -- whatever lighting is required as we
7 go forward and the airport is developed. You
8 know, you have beckoning-in lights that go out,
9 you know -- I don't know how many. Thousand
10 feet?

11 MR. WUELLNER: We've got --

12 MR. MARTINELLI: You probably know --

13 MR. WUELLNER: -- development of the

14 airport, right?

15 MR. MARTINELLI: -- better than I do. Three
16 thousand. Three thousand feet. Okay.

17 MR. WUELLNER: There's nothing --

18 MR. GEORGE: Mr. Martinelli, in that first
19 paragraph of the second page, "Said easement and
20 burden, together with all things may be..." blah
21 blah, blah, "...including, but not limited to the
22 right to cause in all airspace above or in the
23 vicinity of the surface of Grantors' property
24 such noise, vibrations, fumes or other
25 particles -- particulate matter...and any and all

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1 other effects that may be alleged to be incident
2 to or caused by operation of aircraft over or in
3 the vicinity."

4 MR. MARTINELLI: Okay. So, you feel that
5 covers that.

6 MR. WUELLNER: That's covered.

7 MR. MARTINELLI: Okay.

8 MR. BURNETT: We might want to insert the
9 word "lighting," and that takes care of it. And
10 if they'll agree to it, then it's --
11 Mr. Martinelli's suggestion --

12 MR. GEORGE: Yeah.

13 MR. BURNETT: -- is a good one.

14 MR. GEORGE: Okay.

15 MR. BAILEY: We'll agree to that.

16 MR. GEORGE: Do you guys have a problem with

17 putting "lighting" in there?

18 MR. BURNETT: So, it'll read, "...such

19 noise, lighting --"

20 MR. GEORGE: That would be in the first part

21 of the paragraph and in the bottom, right?

22 MR. BURNETT: Yes, sir. "...such noise,

23 lighting, vibrations..."

24 MR. GEORGE: Okay.

25 MR. BURNETT: Is that acceptable?

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1 MR. GEORGE: Okay. Any other public

2 comment?

3 MR. GORMAN: Do they not want to address us?

4 MR. GEORGE: No. Do you guys want to --

5 MR. STOKES: I have one concern, and I don't

6 know how we'll address it, but there maybe a

7 fall -- fallback position in there, but I have no

8 knowledge -- this may absolutely not even be a

9 problem. But if somebody bought a house and

10 wanted to get a mortgage and happened to run into

11 a very unyielding, somebody with a one-way

12 opinion that didn't want to hear anybody else's,
13 then I'm concerned about a mortgage lender.
14 And if we ever ran into that, I would like
15 us to have the right to, on that particular
16 property, to waive the easement and go back to
17 the waiver, where we waive the right to sue and
18 the property owner waives the right to sue, which
19 I think is what you're interested in, anyway.

20 And I'm not sure that that would ever
21 happen, but I just want -- don't want us to get
22 into a Catch-22 situation --

23 MR. GEORGE: Right.

24 MR. STOKES: -- where we can't please
25 anybody.

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1 MR. WUELLNER: I don't know how, either.

2 MR. GEORGE: Any other public comment?

3 (No further public comment.)

4 MR. GEORGE: Mr. Burnett?

5 MR. BURNETT: One thing that Mr. Bailey just
6 brought to my attention on that reservation of
7 rights by the grantor in section 2, they would
8 like to add -- it's reserving to them any and all
9 purposes not incompatible with the easement. And
10 they would like to include, "...including,

11 without limitation, all purposes authorized by
12 applicable zoning clarification --
13 classification."

14 They're going to get that anyways, but they
15 need that perhaps for other reasons to make it
16 clear to the City.

17 MR. GEORGE: Okay. Any other comment?

18 Mr. Wuellner, you want -- I'd like to hear your
19 comments.

20 MR. BURNETT: Oh, it --

21 MR. WUELLNER: I'm very pleased with it. It
22 sums it up to me. I think we've -- we've got
23 99.9 percent of what you -- you tried to get,
24 and --

25 MR. BURNETT: The only other thing that --

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1 MR. GEORGE: Yes, sir.

2 MR. BURNETT: -- Mr. Upchurch behind me is
3 saying in my ear is mentioning the amount of the
4 land, because one thing that is -- is important
5 from their part, and I think that it's probably
6 worth your attention, is that this easement would
7 cover all of the property, not just --

8 MR. GEORGE: The entire Ponce property,
9 right.

10 MR. BURNETT: -- a portion of the property.

11 Which their prior -- their prior position was

12 only part of the property they wanted to cover.

13 MR. GEORGE: Okay. Board comments?

14 MR. GORMAN: It seems like this is a

15 reasonable -- this has become a reasonable thing,

16 and I think we're actually getting the work done.

17 I think Bob's concern with fuel, I think

18 that's covered by particulate matter. It's just

19 putting -- getting rid of burning baby wording,

20 Bob, I think, actually, although I understand

21 your concern, you know.

22 MR. COX: A child care center on fire

23 because a jet crashes into it is not a real

24 concern, but...

25 MR. GORMAN: No, no, no. You know, you're

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1 taking it --

2 MR. GEORGE: Mr. Ciriello?

3 MR. CIRIELLO: No, nothing.

4 MR. COX: I've got some real -- I've got --

5 I've still got some concerns with this. Why are

6 we removing the word "avigation" again? Why do

7 you want to do that, Doug?

8 MR. STOKES: Can I answer that?

9 MR. COX: Absolutely.

10 MR. STOKES: For the simple reason it's just
11 sort of like an obscure word, and no other
12 reason. And your attorney, you heard your
13 attorney say that one was as good as the other.

14 You know, Mr. Cox, I'm going to try to, when
15 I leave here, buy you a book on the art of
16 compromise, because you seem pretty rigid in your
17 views. And, you know, I could stand here and
18 say, "Why doesn't this Airport Authority go out
19 there and put noise monitors and have your tower
20 enforce them and kick half the planes out of
21 here?"

22 You know, I'm not here to do that. You
23 know, I had a lady come out there a while ago and
24 say, "If you'll join our -- our defenses, we can
25 kick the airport's -- the airport's butt."

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1 I don't want to do that. I'm here and we're
2 trying to work out a compromise. I'm grant --
3 we're agreeing to give you something that we
4 don't have to do.

5 MR. COX: You don't have anything. What do
6 you mean, agreeing to give us something?

7 MR. STOKES: Well, we'll give you an

8 easement that we don't have to give you. It's
9 just that simple.

10 MR. GEORGE: Okay. But let's keep it back
11 to the -- you know, your question -- you know,
12 the original question.

13 MR. STOKES: It's just a -- it's a word that
14 is offensive. And it's just that simple.

15 MR. GEORGE: Okay.

16 MR. STOKES: And your attorney has clearly
17 stated that the agreement is just as good without
18 that word.

19 MR. COX: No, he didn't clearly state that,
20 but I have --

21 MR. STOKES: Well --

22 MR. COX: And I asked you a question.

23 We have a responsibility -- this board has a
24 responsibility to protect the taxpayers, not the
25 developer and not the rights of future

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1 homeowners. We've got a home that's going to be
2 within 300 feet of an extended taxiway here
3 within a couple of years, which is going to be in
4 the safety area of the airport, okay? Period.

5 It's just -- in two years, we're going to
6 have a group of people from the neighborhood come

7 to this Airport Authority trying to get us to
8 develop noise abatement procedures. We're going
9 to have all kinds of things going.

10 MR. GORMAN: Believe me, I started this, so
11 I understand all of these issues, Bob. But
12 there's got to be some precedent as to how other
13 people have handled it.

14 MR. COX: There is. And he told you that at
15 the beginning. High Point, Orlando, Charlotte.
16 They developed construction standards for the
17 homes, and they've got avigation easements. And
18 it's all spelled out in the papers we've got
19 right here. Those are exact copies. That's the
20 standards that were set and the precedent.

21 MR. GORMAN: And those -- that exact wording
22 of those exact standards are -- are de rigueur
23 what is done throughout all communities?

24 MR. COX: Through all communities that have
25 these types of avigation easements. And you're

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1 the one that brought up you wanted an avigation
2 easement.

3 MR. GORMAN: I'm trying to get us
4 protected --

5 MR. COX: Yeah. So am I.

6 MR. GORMAN: -- without getting ridiculous
7 about it. I mean -- and I don't know if we had
8 to go to the ridiculous point, I'm just actually
9 trying to get the work done --

10 MR. COX: I don't think it's ridiculous,
11 Jack.

12 MR. GEORGE: Well, let me --

13 MR. COX: Interject something, Buzz.

14 MR. GEORGE: Florida Department -- DOT, if
15 the city doesn't enact anything and we don't come
16 to some agreement -- or if we come to this
17 agreement, how would the Florida Department of
18 Transportation look at this type of agreement
19 compared to what they've done in other
20 communities?

21 MR. WUELLNER: Well, they pretty much tell
22 you in their letter that that would resolve the
23 matter for their purposes.

24 MR. GEORGE: It would resolve it based on
25 our decision here.

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1 MR. BURNETT: It --

2 MR. WUELLNER: For -- for the granting of
3 the easement.

4 MR. BURNETT: For the most part. I mean, if

5 there's a structure that -- if we're, for
6 example, allowing a 150-foot structure, if
7 there's some other state or federal requirement
8 related to a 150-foot structure, they're still
9 going to have to abide by that.

10 And, in fact, the city might not let them
11 build a 150-foot structure anyways because of
12 city zoning. That's unrelated to aviation, but
13 there still may be state or federal requirements
14 on the structures that they will have to --

15 MR. GEORGE: Are we taking the position then
16 with the city that we want this same type of
17 thing on any other property that's -- that's
18 within our airport --

19 MR. WUELLNER: Actually, this is the only
20 parcel that currently crosses into the city
21 property. But we -- we are taking a position
22 we're going to negotiate with the city to develop
23 an ordinance, a height zoning ordinance that's
24 compatible -- comparable to what the county has
25 with us to -- for the balance of the county, to

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1 prevent other tall structures, primarily, from
2 being -- impacting the airport. Because you do
3 have sections overflight there within the city

4 limits that are subject to county zoning.

5 MR. BURNETT: And we recognize areas where
6 the county's Airport Overlay District needs
7 modification as well. So, there's a couple
8 things that need to go on, the city and the
9 county.

10 MR. GEORGE: Any other discussion by the
11 board?

12 MR. GORMAN: We need to get a time line. We
13 need to get this thing done. What happens if he
14 walks out here and doesn't sign it? What do we
15 do? What are we doing here? That's my point of
16 discussion. I mean, are we effective enough?
17 Does Doug like it? What are we doing?

18 MR. BURNETT: If I could just have one
19 moment.

20 (Short pause.)

21 MR. BURNETT: While they have a moment --
22 they're discussing -- I could go back and --

23 MR. GEORGE: Why don't you listen in?

24 Here's -- here's an alternative, Mr. Gorman,
25 to answer your question, that I would make a

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1 motion that we approve the changes as presented,
2 or with modifications, and those changes would be

3 good up until 5 o'clock tomorrow afternoon.

4 As of 5:01, if it has not been signed, then

5 we go back to the original, which was grant the

6 avigation easement, the lights, the electrical.

7 You know, we review -- and the height limitation,

8 as we had in the original thing. But you're

9 right; you know, tomorrow night is the drop-dead

10 day and we need to have a plan.

11 MR. GORMAN: Right.

12 MR. BURNETT: Well, if you use the 5 o'clock

13 deadline -- if I could respectfully make one

14 comment.

15 MR. GEORGE: Okay.

16 MR. BURNETT: It's going to make it

17 difficult for, assuming myself or Mr. Gorman or

18 Mr. Wuellner were to be going to that meeting

19 because this deal fell through, it's going to

20 make it difficult to -- you know, I'm just

21 thinking, functionally, you want to be ready and

22 get going and have your stuff ready to go. So, I

23 don't know.

24 In fact, they're discussing executing it

25 tonight. So, I just don't know if you want to

1 put the 5 o'clock time frame on it. You may want

2 to put an earlier time frame on it.

3 MR. GORMAN: My only question to you is: I
4 respect Bob's concerns, because they're real. Do
5 you feel, modified, this is a comprehensive
6 enough document?

7 MR. BURNETT: I think this protects the
8 airport from a lawsuit based on noise or -- or
9 other airport -- aircraft-related overflights.

10 It does not protect you from someone filing
11 a frivolous lawsuit, but you'll never have that
12 protection in life. And it does not protect you
13 from a homeowner or 20 homeowners coming in here
14 one after another during public comment and
15 taking up an hour of your time complaining that
16 they hear planes because you could have im --
17 required or implemented construction techniques
18 or some other sound reduction measures, which is
19 the other thing we were talking about, Mr. Cox's
20 point.

21 MR. WUELLNER: It's the same point.

22 MR. BURNETT: But that, you can always have
23 those type of complaints, even with the -- the
24 construction measures, because when the folks are
25 out back barbequing, they're going to complain --

1 MR. COX: Yeah, but it'd be -- it's the
2 difference between having a hundred or twenty,
3 you know?

4 MR. GEORGE: Yeah. Does it adequately
5 provide -- does it adequately provide
6 notification to potential St. Johns County
7 residents that are coming here and buying
8 property? Does it adequately provide them the
9 early warning that there is an airport sitting
10 here?

11 MR. BURNETT: This easement, as like -- as
12 any easement would, is going to show up in their
13 title policy.

14 MR. GEORGE: Okay. At one time, we also
15 talked about it being in the sales contract.

16 MR. BURNETT: I believe Mr. Stokes -- now,
17 there's nothing in writing on this, but
18 Mr. Stokes is also wanting to get up here and
19 speak one more time, but he is still going to
20 follow through with his commitment from before --
21 at least he's represented he has -- to put a
22 disclosure in some document.

23 MR. STOKES: In our covenants and
24 restrictions.

25 MR. BURNETT: In their covenants and

1 restrictions that there's an airport next door.

2 MR. GEORGE: Okay. Don't I typically get to
3 the covenants and restrictions at closing?

4 MR. BURNETT: Yes, sir.

5 MR. GEORGE: I thought we had something that
6 was going to be in the sales contract.

7 MR. WUELLNER: You're going to get them with
8 the contract.

9 MR. GEORGE: Huh?

10 MR. WUELLNER: You're going to get them
11 at -- with the contract for sale.

12 MR. GEORGE: Okay.

13 MR. WUELLNER: So, it's before your -- your
14 signed.

15 MR. GEORGE: Okay. We're going to deviate
16 for some policy of --

17 MR. STOKES: There will be some kind of a
18 disclosure to every buyer. And we -- that was
19 part of our deal with the Planning and Zoning
20 Board. There has to be a disclosure to everyone.

21 MR. GEORGE: Okay. So, this doesn't negate
22 that.

23 MR. STOKES: And I'm not sure what document
24 that will be in, but we have to make a
25 disclosure. We want to make a disclosure for our

1 own protection.

2 MR. GEORGE: Yeah. Okay. Did you have any
3 other comments after your --

4 MR. STOKES: No.

5 MR. GEORGE: -- discussion?

6 MR. STOKES: The only thing that I'm
7 concerned about --

8 MR. BAILEY: Come to the podium.

9 MR. STOKES: -- is what I just spoke to you,
10 is if for any reason that we get down the road
11 and some lender says, "I'm not going to make a
12 lend -- make a loan to you on this house because
13 of this easement language," and we want to come
14 back to you and say we'd like to get your
15 approval to -- we'll do away with the easement on
16 that property and go with a waiver, where we
17 could waive any rights to sue the airport, which
18 is what I've heard you say is what you're looking
19 for. That's all I'm saying. I don't think it
20 will ever happen, but I just want to go into the
21 record that that could happen --

22 MR. GEORGE: Okay.

23 MR. STOKES: -- and we -- we've come back
24 with that kind of a request.

25 MR. GEORGE: You were -- okay. Fine. You

1 originally made that you wanted the right to be
2 able to not get that and -- and have them sign a
3 waiver. But I like the idea of coming back to
4 us --

5 MR. STOKES: That's fine.

6 MR. GEORGE: -- to get that -- the verbiage
7 on that waiver and everything square.

8 MR. STOKES: I just want to make sure you
9 understand that could --

10 MR. GEORGE: I stand --

11 MR. STOKES: I don't think it'll ever
12 happen, but...

13 MR. GEORGE: Well, I understand it, so I
14 assume --

15 MR. STOKES: I think, you know, y'all sound
16 like reasonable people to me, so...

17 MR. GEORGE: We're not.

18 MR. STOKES: I'll take my chances.

19 MR. GEORGE: Okay. With this other recent
20 comment, is there any other -- we had a
21 discussion when you left the room about a game
22 plan, that what happens at 5:01 tomorrow
23 afternoon when you haven't signed it?

24 You're saying that if you put that language

25 in there that you need a waiver -- you need to

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1 come back to us and we will not unduly withhold a
2 waiver covering all of the other things, that
3 that would entice you or that would be meaning it
4 would be acceptable for you to sign the --

5 MR. STOKES: We would sign it.

6 MR. GEORGE: -- agreement as we presented
7 it.

8 MR. STOKES: We'll definitely sign it.

9 MR. GEORGE: Okay. Does that satisfy yours?

10 MR. GORMAN: Not being an attorney, I have
11 to look to Mr. Burnett for that expertise.

12 MR. GEORGE: Good point.

13 MR. GORMAN: That sounds reasonable. I'm,
14 like I said, just trying to get the job done
15 here.

16 MR. BURNETT: I don't want to throw a wrench
17 in the spoke.

18 MR. GEORGE: Oh, go ahead.

19 MR. BURNETT: My -- my difficulty is how do
20 you put the language in the easement? And -- and
21 for example, if you have -- they can apply for a
22 waiver. Then case law, as I understand it -- for
23 example, in contracts, a person -- a contract can

24 say you cannot assign this contract without the
25 approval of the airport, but the air -- but case

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1 law says the airport can't act unreasonably in
2 denying the assignment. So basically, a person
3 can assign a contract to anyone unless there's
4 some very good reason, a compelling reason for
5 the airport to deny it.

6 The same situation in this. If they have
7 to -- in an easement setting, not in a zoning
8 setting, but in an easement setting, if they want
9 to apply for a waiver, I'm not sure how that --
10 that case law might require you to not act
11 unreasonably, and you may not want to waive the
12 easement requirements. That's --

13 MR. GEORGE: I thought what we were doing,
14 was we were saying that we would let them come
15 back to us and we would at that time create a
16 waiver that -- which incorporated 100 percent of
17 the items specified in the easement. It would
18 just be called a different document.

19 MR. BURNETT: Yeah. And you -- you can in
20 concept agree to that, but I don't know how we
21 put it in this easement document.

22 MR. WUELLNER: We just -- it's part of the

23 Authority minutes that you've agreed to that. I
24 mean, I don't know if you have --
25 MR. BURNETT: Yeah. I just don't know from

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1 their standpoint how it's going to be binding on
2 the Authority unless it's in writing. And they
3 may well go ahead and agree to that based on the
4 good faith of the Authority. I don't know.

5 MR. GEORGE: Well, maybe we ought to ask
6 them.

7 MR. BAILEY: You want to rely just on what
8 you've said and what's in the minutes?

9 MR. STOKES: Yeah.

10 MR. BAILEY: He says he'll rely.

11 MR. BURNETT: He says he'll rely on what's
12 in the minutes, from what I'm hearing from
13 Mr. Stokes.

14 MR. GEORGE: Sounds good. Would you repeat
15 what you think is in the minutes?

16 MR. WUELLNER: It's too late. They're
17 already in there.

18 MR. GEORGE: Let me --

19 MR. BURNETT: He's -- and they're welcome
20 to --

21 MR. GEORGE: We have --

22 MR. WUELLNER: We're paying this girl two --

23 two times for the same words.

24 MR. BURNETT: Do you want me to take a stab

25 at what I -- what I just had the discussion with

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1 them --

2 MR. GEORGE: Yes.

3 MR. BURNETT: -- to repeat that? And they

4 can certainly object.

5 They -- Mr. Stokes will agree to execute

6 this Grant Of Easement with the two modifications

7 we made related to the lighting and the zone --

8 applicable zoning classification, and without

9 having any specific waiver language in the

10 easement, in that they certainly would have the

11 ability to come back and verbally ask the board

12 in a future meeting to waive those requirements,

13 as any citizen could ask the Authority to --

14 MR. WUELLNER: Anticipating --

15 MR. GEORGE: No.

16 MR. WUELLNER: -- that the other waiver

17 would replace it.

18 MR. GEORGE: I'm getting hung up where they

19 come to the board to ask them to waive the

20 requirements?

21 MR. WUELLNER: Ask you.

22 MR. GEORGE: I'm not going to waive any of

23 these requirements. You can put it in any other

24 document you want to --

25 MR. BURNETT: If they're related to the

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1 lending issue, is what they're wanting to be able

2 to do. The reality --

3 MR. WUELLNER: They're equally -- equally

4 enforceable. You're just changing the terms.

5 MR. BURNETT: I don't know how you put it in

6 the -- in the document. They're agreeing --

7 MR. WUELLNER: You can't. I'm agreeing with

8 you.

9 MR. BURNETT: What -- what they're agreeing

10 is, for example, there's nothing to prohibit

11 them -- if they sign this easement today, there's

12 nothing to prohibit them next month coming to the

13 Airport Authority and saying, "Would you release

14 this easement?"

15 And they could tell you whatever reasons

16 they needed to release the easement, and they

17 could ask the Authority to do that.

18 MR. GEORGE: What I'm saying, in the minutes

19 of this meeting, it needs to be clarified that we

20 don't intend to release them from the
21 requirements of the easement.
22 If they want to restate it in the form of a
23 waiver, but all of the requirements of noise
24 and -- and particulate items and stuff like
25 that --

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1 MR. WUELLNER: You're saying the same thing.

2 MR. GEORGE: -- have to be in the new
3 document.

4 MR. WUELLNER: We're saying the same thing.

5 MR. GEORGE: Huh?

6 MR. WUELLNER: We're all saying the same
7 thing.

8 MR. GEORGE: Okay.

9 MR. STOKES: Right.

10 MR. CIRIELLO: I keep hearing the word
11 "lighting" along with "noise" and everything
12 else. Why is lighting such a big issue?

13 MR. BURNETT: Because, Mr. Ciriello, at the
14 end of airport (sic) 13/31, let's say there's a
15 big strobe light or who knows what the FAA
16 requirements are in the future, and that light is
17 blinking at 2 o'clock in the morning into
18 someone's bedroom window that's right there

19 within not very many feet of the end of that
20 runway, that light's going to be potentially
21 lighting up their bedroom --
22 MR. CIRIELLO: Okay.
23 MR. BURNETT: -- and blinking at night.
24 MR. CIRIELLO: I thought I heard somebody
25 earlier say something about lighting being

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1 situated in such a way that somebody would
2 misunderstand the airport -- I've had this happen
3 to me at night.
4 MR. WUELLNER: That's the -- that's the
5 other thing.
6 MR. CIRIELLO: I see a row of white lights
7 and I think it's the runway and I'm headed for
8 it. Of course, when I get closer, I start
9 looking for the strobe -- the --
10 MR. WUELLNER: Beacon.
11 MR. CIRIELLO: -- beacon and the blue
12 taxiway lights, and I say, "Oh, that's not an
13 airport," and I get away from it. So I thought
14 that's what, maybe if they built these houses,
15 they'd have a long street --
16 MR. WUELLNER: That's in there, too.
17 MR. CIRIELLO: -- the streetlights, and that

18 would be the -- they want it and it be
19 objectionable with us, you know. But -- so, if
20 that would happen and an airplane would crash and
21 the guy would say, gee whiz, I thought I was
22 lining up with the runway, whose fault is it?
23 Could we sue them or --

24 MR. BURNETT: That's --

25 MR. GEORGE: Well, he's saying that that is

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1 included. Your concern is covered in this
2 document.

3 MR. GORMAN: It's addressed.

4 MR. CIRIELLO: Okay.

5 MR. GEORGE: Okay. Any other discussion?

6 Can I have a motion?

7 MR. GORMAN: I thought we had a motion on
8 the floor.

9 MR. WUELLNER: I don't think we did.

10 MR. GEORGE: We did have a motion on it?

11 MR. WUELLNER: I don't think we did. I
12 don't think you did.

13 MR. BURNETT: If your -- if I might make one
14 suggestion. If your motion is going to be to
15 approve this, the execution of this Grant Of
16 Easement, that it include authorizing

17 Mr. Wuellner to execute that Grant of Easement on
18 behalf of the Airport Authority. That would
19 be --

20 MR. GEORGE: Okay. Okay. I will make the
21 motion, then. I make a motion that we take the
22 changes to the Grant Of Easement as we have
23 discussed and we approve them and authorize
24 Mr. Wuellner to execute this document for the
25 Airport Authority within the next 24 hours. Do I

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1 have a second?

2 MR. GORMAN: Second.

3 MR. GEORGE: Discussion?

4 MR. CIRIELLO: One question. If we don't
5 vote to approve it -- I thought maybe we wouldn't
6 even get a second. But if we don't vote to
7 approve it, then what happens? Where do we go
8 from there?

9 MR. GEORGE: We'll cross that after we kill
10 this session, I guess. We'll be here till
11 midnight talking some more.

12 MR. CIRIELLO: Oh. Okay.

13 MR. GEORGE: Any other discussion?

14 (No further discussion.)

15 MR. GEORGE: All in favor?

16 MR. GORMAN: Aye.
17 MR. GEORGE: Aye.
18 MR. CIRIELLO: Aye.
19 MR. GEORGE: All opposed?
20 MR. COX: Opposed.
21 MR. GEORGE: We have one opposed, and three,
22 so the motion's carried.
23 Getting into our closing statements --
24 MR. STOKES: Thank you.
25 MR. GEORGE: -- by the Authority members.

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1 Mr. Ciriello, any closing statements?
2 8.B. - MR. CIRIELLO
3 MR. CIRIELLO: No report. No.
4 MR. GEORGE: Mr. Gorman? Closing comments?
5 8.E. - MR. GORMAN
6 MR. GORMAN: I have no comment.
7 MR. GEORGE: Mr. Cox?
8 8.D. - MR. COX
9 MR. COX: Negative.
10 8.C. - MR. GEORGE
11 MR. GEORGE: I have some closing comments.
12 I was fortunate enough to have dinner at the --
13 with the Piper, Mirage, and Meridian owners
14 Pilots Association this past Friday night. And I

15 got tons of accolades about St. Augustine and how
16 if they had to pick a place that they would come
17 to as a permanent residence, this would be it.

18 Lots of very positive comments on Aero
19 Sport, the way they were handled professionally,
20 and people went out of their way to bend over
21 backwards to do whatever they can. So, I would
22 like to publicly thank Aero Sport for that.

23 I would also like to publicly thank our
24 staff, because you guys bent over backwards, too,
25 in doing loops to close runways down and -- and

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1 finishing off the asphalt over the -- the main
2 area. So, it was a combined effort and it was
3 accepted very professionally, you know, by them,
4 and they appreciate it very much, and we do,
5 also. Any -- yes, sir?

6 MR. COOPER: Can I just add one --

7 MR. GEORGE: Any public comment? Go ahead.

8 MR. COOPER: I've got to add one more thing
9 to that, that all of those planes, the hundreds
10 of airplanes that came in here, they all flew in,
11 landed, and they all flew out without hitting
12 each other. And that, we need to thank Dave, his
13 crew.

14 MR. GEORGE: That's right. David, you guys
15 got -- rose to the occasion, not meaning that you
16 weren't high enough already. But, yes. Thanks.

17 Yes. They all appreciate everything we all did.

18 Okay. Any public comment? Yes, ma'am.

19 9. - PUBLIC COMMENT

20 MS. WILLIS: Two things. One --

21 MR. GEORGE: Name? I'm sorry.

22 MS. WILLIS: I'm still Mary Tarver --

23 MR. GEORGE: Okay. But I didn't know --

24 MS. WILLIS: -- Willis.

25 MR. GEORGE: -- if she had it.

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1 MS. WILLIS: And, one, you discussed having
2 a meeting with the property owners who are being
3 asked to give their -- forego use of their
4 property. But I wasn't clear if you set a
5 special date, which you did not, I'm sure, or
6 whether it's going to be on the regular agenda in
7 November.

8 MR. GEORGE: It's going to be on the regular
9 agenda in November. And if at that time there
10 are enough property owners that want us to have a
11 special meeting to go longer, then we would so do
12 it at that time. That was my understanding.

13 MR. COX: Yeah, or we would discuss a
14 special date for the meeting.

15 MR. GEORGE: That's right, yeah.

16 MS. WILLIS: A special date what?

17 MR. COX: A date for the special meeting.

18 MS. WILLIS: Okay.

19 MR. GEORGE: Because we will discuss it in
20 November, and if the people that are here in
21 November would still like to have a special
22 meeting, then we will establish that date of that
23 special meeting, you know, on November the 7th or
24 the next board meeting.

25 MS. WILLIS: Well, you will have to put me

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1 down as yes right now, I want a special meeting,
2 because I will be serving the community as a
3 commissioner for Anastasia Mosquito Control at
4 the state meeting on that very date.

5 MR. GEORGE: Okay. Mr. Wuellner, make sure
6 we get --

7 MS. WILLIS: I will be out of town most of
8 that week --

9 MR. GEORGE: Very good.

10 MS. WILLIS: -- okay?

11 Number two, I rise again in rebuttal to your

12 taking property, invading our neighborhood. And
13 the bottom line seems to be you're going to
14 borrow \$5 million, which you have not earned, but
15 you will borrow and then pay back with taxpayers'
16 money, whether it's a federal grant or local
17 taxes. So, that really means you're borrowing
18 taxpayers' money to push me out of my home.

19 MR. GEORGE: I -- I understand your -- your
20 concerns and your comments, and I would be
21 concerned also if I were in your shoes.

22 I would point out that it was probably 15 to
23 18 years ago that the expansion plans of the
24 airport to go into that property area were then
25 identified and known, and that was one of the

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1 justifications and has always been in using the
2 taxpayers' money for acquisition of property to
3 make the airport more stand-alone, so to speak,
4 though.

5 MS. WILLIS: I understand that.

6 MR. GEORGE: Okay. Any other public
7 comment? Yes, sir, Mr. Martinelli.

8 MR. MARTINELLI: A lot has been accomplished
9 I think here tonight. And there are questions in
10 my mind, as I'm sure there are questions in all

11 your minds, regarding the avigation easement,
12 regarding the development of the Ponce property.
13 And your attorney has disappeared.

14 MR. WUELLNER: He's finishing the job.

15 MR. MARTINELLI: But your -- your attorney
16 has -- has assured all of us, not just you
17 because all of us are concerned, that the word
18 "avigation" is incidental to the easement. It's
19 actually a definition of what's in the easement
20 and what then goes in the deed and what goes with
21 the property that's important.

22 And so, unless there is a specific
23 definition of "avigation" that -- that in the
24 event of some kind of legal action or arbitration
25 would be interpreted or would be, let's say,

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1 brought into the picture if the word "avigation"
2 was in the document, I don't see any problem with
3 it. And I believe in something like this, you do
4 have to rely on your attorney.

5 So, from that point of view, I believe that
6 what you have is -- has come a long way from what
7 was initially, you know, held out to you folks
8 to -- to look at.

9 So, my comments to all of you for taking the

10 position that you have, and -- and particularly,
11 Bob, I want to -- I want to thank you, because
12 there's got to be a conscience. There's got to
13 be somebody who says, "Wait a minute; these are
14 the facts."

15 And, I mean, here's -- here's a man who --
16 who flies one of those big airplanes and who
17 knows and has been schooled and trained in the
18 eventuality that maybe they have to abort a
19 takeoff. Maybe they have to dump a lot of fuel.
20 So, all of these things can happen.

21 On the other side of the coin, I can
22 understand Mr. Stokes' concerns of having
23 something in a document that an uninitiated
24 person who doesn't really understand would look
25 at and say, "Oh, my God, you know, they're going

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1 to dump fuel on me; I don't want to buy."

2 So, looking at the thing from out there,
3 rather than from up here, where you guys really
4 have the brunt of the responsibility and you have
5 to do it, I think you've come up with a real good
6 job tonight. And I want to thank you all.

7 MR. COX: Thank you.

8 MR. GEORGE: Thank you. Any other public

9 comment?

10 (No further public comment.)

11 10. - NEXT REGULAR BOARD MEETING

12 MR. GEORGE: Then the meeting now stands --

13 I'm sorry. The next -- next meeting will be

14 November the 17th.

15 MR. CIRIELLO: At 4:00?

16 MR. GEORGE: With that --

17 MR. CIRIELLO: At 4:00?

18 MR. GEORGE: At 4:00, yes.

19 11. - ADJOURNMENT

20 MR. GEORGE: This meeting stands adjourned.

21 (Thereupon, the meeting adjourned at 7:43 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 5th day of November, 2003.

12

13

JANET M. BEASON, RPR-CP, RMR, CRR
Notary Public - State of Florida
My Commission No.: DD102224
Expires: April 30, 2006

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