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ST. JOHNS AIRPORT AUTHORITY

SPECIAL MEETING

Held in The Conference Center, Meeting Room B

4730 Casa Cola Way

St. Augustine, Florida

on Monday, June 3, 2024

from 5:00 p.m. to 5:30 p.m.

BOARD MEMBERS PRESENT

- Reba Ludlow, Chairman
- Jennifer Liotta
- Robert Olson
- Dennis Clarke
- Michelle Cash-Chapman

ALSO PRESENT:

JEREMIAH R. BLOCKER, ESQUIRE
 LISA MILES, ESQUIRE
 DOUGLAS LAW FIRM
 100 SOUTHPARK BOULEVARD, SUITE 414,
 ST. AUGUSTINE, FLORIDA 32086
 COUNSEL FOR AIRPORT AUTHORITY

CHAD ROBERTS, ESQUIRE
 THE ROBERTS FIRM, PLLC
 1633 CHALLEN AVE
 JACKSONVILLE, FLORIDA 32205
 AVIATION COUNSEL FOR AIRPORT AUTHORITY

COURTNEY PITTMAN, Interim Executive Director

LAURA DWYER PIERLE, RPR
 ST. AUGUSTINE COURT REPORTERS
 904-825-0570

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

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3 CHAIRMAN LUDLOW: I would like to open the
4 special meeting. I'm ready for the special
5 meeting. Open the special meeting and call to
6 order.

7 And make it count.

8 MR. ROBERTS: Thank you very much.

9 I think there are actually two items. One to
10 take up first is the transaction we're calling the
11 Gun Club parcel purchase and the lease agreement
12 will be associated with it that will be number one.
13 Mr. -- and if I can impose. You can throw in my
14 thumb drive if you have it.

15 And then the second is we still have an
16 outstanding item of selecting the bid approval
17 process for the bid award and so there may be some
18 discussion of that. We still have one board
19 meeting left to take final action on that. But
20 that -- there is a -- just so you know, there is a
21 90-day clock ticking on that that we need to
22 address. But set that aside for just a minute.

23 So the Gun Club purchase. Things have been
24 happening so fast I haven't even had a chance to
25 just really stop and chirp and keep people apprized

1 as fast as I would like to. But the Gun Club's
2 board met last week and indicated that it would be
3 receptive to the following kind of arrangement.

4 There would be the purchase of the parcel at
5 issue for an agreed price and then there would be a
6 lease agreement associated with that transaction.
7 They would both occur at the same time.

8 The significance for us is that we did not
9 want to pay more than the appraised value for the
10 parcel. And we told them that was our firm ask.
11 They have agreed to accept for payment of their
12 parcel the appraised value, independent appraiser,
13 you don't have to worry about if you're paying too
14 much, too little. A third party certified
15 appraiser has put a number on a fair market price
16 of the parcel itself. That part is easy.
17 Comparatively easy. That part is easy.

18 The second thing that is incredibly important
19 to the Gun Club that is related to that agreement
20 is to have a lease on some of the property out on
21 what we call the peninsula.

22 Before I tell you about the lease it is not
23 what your common notion of a lease is. It amounts
24 to a contractual handshake between two neighbors
25 about what uses will occur out on that peninsula,

1 what the priority of uses are, and what areas we're
2 going to attempt to preserve for their scenic and
3 aesthetic benefit.

4 Once the purchase of the parcel occurs, if you
5 look at our airport layout plan that is up now,
6 you'll -- you'll see that as this property is built
7 out -- in the next slide, Mr. Pittman, is a little
8 more in detail -- you'll see that airport
9 operations are now going to come much closer up to
10 the Gun Club property. There will remain a
11 vegetative buffer on the east side of Hawkeye View
12 Lane that's being relocated that they've asked for.
13 For example, they do weddings and things out there.
14 They would like to be able to take wedding pictures
15 and not see hangars in the background, that kind of
16 thing. And to generally preserve kind of the
17 pastoral and scenic nature of the property and use
18 that they have.

19 So we're going to come closer to them. They
20 said what is really important to them is if in the
21 future we would only encroach on their other border
22 with us as a last resort. And that's the
23 peninsula. So if you were to stand on the Gun Club
24 property and look out over the Tolomato River you
25 would see our peninsula kind of wrapped around in

1 front.

2 So they've asked for a lease agreement and the
3 terms of the lease agreement based on the
4 discussions, and I am going to summarize them, are,
5 one, neither party disturbs anything on that
6 parcel. And it's the tip of the peninsula. With a
7 couple of exceptions. If we, the Airport
8 Authority, wanted to use the parcel for a storm
9 water runoff infrastructure associated with other
10 development that went out to the peninsula we could
11 do that. We have the right unilaterally to go onto
12 their leasehold and put in a retention pond, for
13 example.

14 What we've promised not to do except as a last
15 resort would be to put dwellings out there,
16 buildings where people work. So and just generally
17 anything that would disturb their aesthetic view.
18 So nothing could be disturbed. Nobody hunts or
19 fishes out there. Nobody goes camping out there.
20 They don't have any mineral rights above, on or
21 below the surface out there. No one can disturb
22 the cultural resources that exist out there.

23 We had a cultural resource survey Phase One.
24 That's where all the hits occurred associated with
25 the old Casa Cola Plantation. As many of you may

1 or may not be aware, I was very surprised to see
2 aerial photos from the '30s that that peninsula was
3 a pasture, a big open pasture with a pasture and a
4 farm, and a dairy for the school for the deaf and
5 blind here.

6 So there are cultural remnants there from
7 indigenous people. There are also cultural
8 remnants there from Casa Cola Plantation. It goes
9 all the way back to the Spanish Land Grant.
10 Nothing out there can be disturbed. In fact no one
11 from the Gun Club can go on the leasehold unless
12 they ask us ahead of time and they are escorted by
13 us and it's during daylight hours.

14 So that's the restrictions on the use. It
15 is -- it is really a mutual promise that it will be
16 our developed parcel of last resort.

17 As a practical matter, it is our developed
18 parcel as a last resort, because you are going to
19 drive through, you know, several hundred yards of
20 wetlands before you could even get there. So it
21 would not make sense for any conceivable
22 development that would start at the end of the
23 peninsula and come backwards. The likely
24 development would occur closest to taxiway alpha
25 and grow to the east. You can see on our airport

1 layout plan -- one more slide. Next one. Yeah.
2 There is -- and I'm sorry the previous one. I
3 misspoke.

4 There is the only airport layout plan uses
5 there is a thin green easement that runs -- it's
6 not an easement. It's a thin green use component
7 that goes in between the Grumman North 40 and right
8 next to the hush house property and it's a green
9 easement that would presumably have a taxiway that
10 you could run out there and have other aeronautical
11 uses further out on the peninsula. You would pay a
12 very large price for saltwater mitigation and
13 freshwater mitigation before it would make sense to
14 go out there. But it's there.

15 So that would be the lease. Any -- nothing
16 going on there could ever interrupt the activities
17 of the airport. They could not assign the lease to
18 anyone other -- well, the lease would not be
19 assignable. They couldn't let some other third
20 party have that lease. It would only benefit the
21 Gun Club itself. We have the unilateral right to
22 go onto the leasehold at any time for inspection,
23 maintenance and survey. And if ever this lease
24 arrangement, this development that -- develop this
25 parcel when there is no other alternative to

1 develop, if that provision were ever found to be a
2 violation of our grant assurances, then the lease
3 is null and void.

4 So it's like the, you know, Mission Possible
5 tape it literally can't violate our grant
6 assurances because if it ever were found to violate
7 our grant assurances the parties agree that
8 provision either in full or in part is simply void.
9 And that's a mutual risk that both parties take.
10 It's a business risk that both parties take.

11 So the idea is this lease is something
12 enormously important to them for their -- for what
13 even that property means to people and their
14 members. It's an easy thing for us to accommodate.
15 And it results in the agreement I think in large
16 part for them to agree to the appraised value.

17 The alternative, if we could not come to this
18 agreement would be that we do a condemnation action
19 which we have the inherent statutory authority to
20 do a condemnation action. If that occurs, the
21 appraised value would be a competitive one. They
22 would have their own. We would have ours. It
23 would be a battle of the experts and we pay for all
24 their attorney fees to litigate all that. And that
25 gets added to the cost. So a lot of transactional

1 costs associated with that.

2 It's, I think, a real good win-win for
3 everybody. So that's the lease part.

4 Let me tell you what is sort of urgent on my
5 time line for trying to do this for you. Stay with
6 me on this.

7 We made the down payment on our mitigation
8 credits. When those are eventually released from
9 the St. Johns River -- St. Johns River Management
10 Authority -- Water Management District, when those
11 are released it triggers our purchase. So at the
12 price we've gotten this agreement, we are going to
13 have a lot of money left over for purchasing it at
14 2.115 million. We had about 3.0 something million
15 in grants. We are going to have money left over.

16 It is reasonable as part of the spirit of what
17 that purchase grant from the State was for to say
18 the mitigation credit cost is an inherent land
19 acquisition cost that we have. State of Florida,
20 can we take the unused portion of our grant and
21 apply that for our mitigation credit costs? That
22 could -- and I don't want to get people's
23 expectations up over that, but, you know, we've
24 talked to them. The answer is no one has ever
25 asked that before. And we're happy to run that up

1 the flagpole and reallocate your remaining costs
2 for that. We're happy to do that. But we are not
3 going to do that until the deal to purchase the
4 parcel is executed. There doesn't have to be a
5 closing date, but when you have a purchase and sale
6 agreement we will at least start the process of
7 them considering using the remaining funds to apply
8 for that.

9 So we have a little box of a window that we
10 are kind of rushing through. We need to have a
11 purchase and sale agreement very, very, very soon.
12 And then to get that process started with the State
13 of Florida before the land mitigation credits pop
14 out of the Water Management District. That's why
15 the approval to purchase is very timely.

16 For the lease agreement, which is part of this
17 package, as you-all are familiar with handling
18 previous requests to lease land, it's a two-step
19 process. First step is the board must say doing
20 this as part of this package that's a public use.
21 We'll benefit from that. Staff you're authorized
22 to go develop this lease. And then we bring the
23 lease back to you. The essential terms of the
24 lease are what I set forth.

25 There is no development part of the lease,

1 because the lease is to not develop anything. So
2 it's not going to be a complicated lease. It's
3 really going to be an agreement between neighbors
4 on what not to do.

5 So that's the package that's kind of the
6 timeliness of it. The ask for today is to approve
7 by vote of the resolution to purchase the parcel
8 for the appraised value. That's number one, that's
9 ask number one.

10 MR. OLSON: What is that amount?

11 MR. ROBERTS: 2.115, I believe. I'm going from
12 memory.

13 MR. OLSON: Okay.

14 MR. CLARKE: Two million one hundred fifteen
15 thousand dollars.

16 MR. OLSON: So that means that there is
17 roughly -- well, the grant is on schedule for
18 2.250.

19 MR. ROBERTS: I think it totals close to 3 --
20 3.0.

21 MR. OLSON: It's in our budget as two -- we
22 have to match it -- but 2.250 is the amount from
23 FDOT unless this is not correct.

24 MR. ROBERTS: Well, I'll double check. We do
25 match. I mean, we have to match the grant.

1 MR. OLSON: Yeah.

2 MR. ROBERTS: But there will be unused. I
3 believe the total grant was around three.

4 MS. LIOTTA: So maybe that's the unmatched
5 portion.

6 MR. OLSON: The total grant is two thousand --
7 2,812,000. Of that FDOT 80 percent 2.250.

8 MR. ROBERTS: All right. Whatever the amount
9 left over is we don't want to leave any of it on
10 the table.

11 MR. OLSON: Right. Right. Good.

12 MR. ROBERTS: So whatever it turns out to be
13 we don't want to leave any of it on the table. So
14 that would be a great outcome for us. And so
15 that's the ask to approve the resolution to
16 purchase the property, number one.

17 Number two, to authorize staff to develop the
18 lease that the Gun Club contemplates being part of
19 this package.

20 MS. LIOTTA: That lease is there any
21 additional consideration for that or is that
22 only --

23 MR. ROBERTS: \$100. It's nominal. \$100 a
24 year.

25 MS. LIOTTA: Okay.

1 MR. ROBERTS: \$100 a year for 35 years.

2 MS. LIOTTA: For 35 years. Okay. Is there
3 renewals on that?

4 MR. ROBERTS: There are renewables
5 contemplated to be, I think, 15, 10 and 10.

6 MS. LIOTTA: But it is not transferable. It
7 doesn't go with the land, anything like that,
8 always belongs to Gun Club the neighbor.

9 MR. ROBERTS: It has got to be the Gun Club as
10 the neighbor.

11 CHAIRMAN LUDLOW: So how much did they come
12 down to the appraised value for us to preserve that
13 spit out there? Was it thousands and thousands of
14 dollars?

15 MR. ROBERTS: Do you mean what did they --
16 where did they start?

17 CHAIRMAN LUDLOW: Yes.

18 MR. ROBERTS: Close to three million dollars.

19 MS. LIOTTA: Does the appraised value take
20 into consideration the environmental that was done
21 and the fact that it needs so much mitigation?

22 MR. ROBERTS: So that's a good question. The
23 appraised value approximately, I want to say, 17
24 acres is not wetland. I'm talking about the
25 parcel, the purchase parcel. About five -- I am

1 going from memory. Five acres were jurisdictional
2 wetlands. 17 acres were not. The appraiser
3 disregarded the five wetland jurisdictional acres
4 and only appraised the value of the 17. So we get
5 five -- the five more acres. But we can tell the
6 State of Florida, and I think we raised -- talked
7 about this the last time, we as a practical matter
8 we can't -- because of the way the wetland is
9 distributed on the land we can't use the good part
10 of the land without mitigation credits.

11 MS. LIOTTA: Bit of a funny appraisal, it's
12 like we're just going to pretend this wetland is
13 not here, just appraise the 17 acres.

14 MR. ROBERTS: Well, it contemplates -- but it
15 contemplates commercial use access from Gun Club
16 Road. Right. You see what I am saying? That's
17 the hook. If you accessed it from Gun Club Road
18 you could -- there is a lot of -- there is a lot of
19 land there that could be developed. There is a
20 nice housing development just across the street.
21 So it could be developed for their purposes --
22 that's kind of the whole point of what are they
23 giving up.

24 MS. LIOTTA: I see. Okay.

25 MR. ROBERTS: They could have gone to a

1 housing developer and said we'll give you this to
2 build houses. Instead they gave it to us.

3 MS. LIOTTA: So the wetlands aren't so
4 distributed throughout that makes it --

5 MR. ROBERTS: Right. But we're coming
6 from the other -- we're coming from taxiway alpha
7 and we can't get there without getting our feet
8 wet. So there is that. So I guess we just need a
9 motion to pass the resolution. And then separately
10 we can do a motion to find a public purpose in this
11 lease so that staff can work it out.

12 MR. OLSON: Madam Chair, I move the adoption
13 of resolution 2024-07 that authorizes the purchase
14 of the land that has been discussed with us by
15 Mr. Roberts for the purchase agreement of the
16 appraised value.

17 CHAIRMAN LUDLOW: Can I second? I am the
18 chair, can I second?

19 MR. BLOCKER: If there is no other second you
20 may.

21 MR. CLARKE: I'll second.

22 CHAIRMAN LUDLOW: Okay. Do you want to read
23 this into the --

24 MR. BLOCKER: So, first, Madam Chair, we're
25 going to need public comment.

1 CHAIRMAN LUDLOW: Would anybody like to
2 comment on this property? Thank you. We'll get
3 back to you. No public comment.

4 MR. ROBERTS: So for the record, Madam Court
5 Reporter, there was no public comments.

6 CHAIRMAN LUDLOW: So we can vote.

7 Jennifer, yay or nay?

8 MS. LIOTTA: Yes.

9 CHAIRMAN LUDLOW: Yes.

10 MR. OLSON: Yes.

11 CHAIRMAN LUDLOW: Bob Olson yes. Reba Ludlow
12 yes.

13 MR. CLARKE: Yes.

14 CHAIRMAN LUDLOW: Dennis Clarke.

15 MS. CASH-CHAPMAN: Yes.

16 CHAIRMAN LUDLOW: And Michell Chapman yes.
17 All four, five.

18 MR. ROBERTS: And then the second motion would
19 be to a finding of public purpose in having such a
20 lease as would facilitate this entire development
21 project and authorizing staff to work that lease up
22 and bring it back to you eventually.

23 CHAIRMAN LUDLOW: Motion?

24 MR. CLARKE: I'll make the motion that Mr.
25 Roberts just proposed.

1 MS. CASH-CHAPMAN: I will second that.

2 CHAIRMAN LUDLOW: We have a motion and a
3 second.

4 Individual votes. Jennifer.

5 MS. LIOTTA: We have to have public comment
6 first.

7 MR. BLOCKER: We do.

8 CHAIRMAN LUDLOW: Public comment first. Would
9 anybody like to comment on this? Since we are
10 casual, I just figured you would say I want to say
11 something. Okay. No public comment.

12 Would you like to vote?

13 MS. LIOTTA: Yes.

14 CHAIRMAN LUDLOW: Jennifer yes.

15 MR. CLARKE: Yes.

16 CHAIRMAN LUDLOW: Bob Olson yes.

17 Reba Ludlow yes.

18 MR. CLARKE: Yes.

19 CHAIRMAN LUDLOW: Dennis Clarke yes.

20 MS. CASH-CHAPMAN: Yes.

21 CHAIRMAN LUDLOW: Michelle Chapman yes.

22 That's five yes.

23 MR. ROBERTS: Thank you for that. I am not
24 going to be at next week's meeting. But Ms. Miles
25 is going to. I'll be communicating with you in the

1 meantime about the lease and drafts of it in case
2 you have any review comments. But I just won't be
3 back in time on Monday for the meeting, but
4 Ms. Miles will carry it over.

5 CHAIRMAN LUDLOW: Thank you.

6 So that -- do we need anything else?

7 MR. BLOCKER: We do before we adjourn, Madam
8 Chair, if I can just inform the board. I want to
9 inform the board of the need to schedule an
10 executive session. The board to discuss some
11 pending litigation that we have that arose in the
12 last week. This matter will require the attendance
13 of each of the board members, outside counsel Mark
14 Addington, myself, Jeremiah Blocker, we will have
15 Attorney Lisa Miles, and Attorney Chad Roberts as
16 well. The subject of the litigation involves a
17 matter complained by a former employee. So I'll
18 work with the executive director. We'll schedule a
19 time that works for you all to schedule that.

20 CHAIRMAN LUDLOW: That would be a shade
21 meeting?

22 MR. BLOCKER: That's correct, yes, ma'am.

23 CHAIRMAN LUDLOW: So you will work with
24 Courtney and then you will get a notice to us.

25 MR. BLOCKER: That's correct. Yes, ma'am. It

1 will be noticed as an executive session shade
2 meeting.

3 CHAIRMAN LUDLOW: Thank you. I have it marked
4 down. Courtney, I am sure you have that. You will
5 get that ready for us.

6 MR. ROBERTS: The only other thing, Madam
7 Chairman, is that this is just on my worry list to
8 keep -- we just -- there are some staff
9 recommendations about which components of the bid
10 award to go forward with and which to perhaps
11 defer. So the ones that the board decides to go
12 forward with that needs to be done within 90 days.
13 So if there is any discussion of it, we at least
14 have a diagram of what those different award
15 components are. But today's board meeting and a
16 week from today will be the last scheduled board
17 meeting at which time that can be taken up.

18 CHAIRMAN LUDLOW: That deadline is the 26th,
19 right? And ours is the 10th our next meeting.

20 MR. ROBERTS: Yes, ma'am. So if you want to
21 take it up at the next meeting there will be an
22 opportunity for that. I think Mr. Olson had asked
23 to, you know, at some point prior to discussing
24 that in some form whether it's a workshop. So I
25 just want to keep that on everybody's worry list.

1 MR. OLSON: I thought we were going to have a
2 discussion and, I mean, there is some big issues,
3 big questions around how we handle that. And I
4 thought we were going to be dealing with it at the
5 workshop. In fact I asked that it be put on the
6 agenda -- one agenda that was distributed it was.

7 MR. ROBERTS: It's at your discretion. But if
8 we adjourn the special meeting now and go back to
9 the workshop, I think, you know, there would be
10 members comments, there would be an opportunity to
11 raise those issues.

12 CHAIRMAN LUDLOW: Anything else from the
13 attorneys?

14 MR. BLOCKER: No, ma'am.

15 CHAIRMAN LUDLOW: Then do you agree that I can
16 close the meeting? Okay. I am going to close the
17 special meeting. And I will say something first
18 and then I will reopen our workshop. Thank you.

19 (Thereupon, at 5:30 p.m. the special meeting
20 was concluded.)

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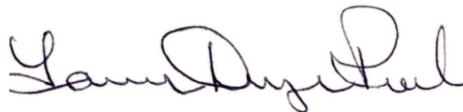
The State of Florida)
County of St. Johns)

I, Laura Dwyer Pierle, Court Reporter, do hereby certify that I was authorized to and did report the above meeting in stenotype; and that the foregoing pages numbered from 1 to 22, inclusive, are a true and correct transcription of my stenotype notes taken during said meeting.

I further certify that I am not attorney or counsel of any of the parties, nor am I a relative or employee of any attorney or counsel of party connected with the action, nor am I financially interested in the action.

The foregoing certification of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or direction of the certifying reporter.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of June, 2024.



Laura Dwyer Pierle, Notary Public, in and for the State of Florida at large.
My Commission Expires 10/26/24
My Commission #HH 053319

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